



The Northeast Utilities System

LOAD DATA PULSE AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, _____, by and between:

YANKEE GAS SERVICES COMPANY, a corporation organized and existing under the laws of the State of Connecticut with its principal place of business at 107 Selden Street, Berlin Connecticut, 06037, (the "Company") and

_____ and _____
(corporation, general partnership, limited liability company, or individual) (corporation, general partnership, limited liability company, or individual)

_____ ("Property" location) _____ (address)

_____ (account number) _____ (meter number)

("Customer") ("Data Requestor")

(collectively, the "Parties").

WHEREAS, the Data Requestor requests access to the load data pulses emitted from the Company's meter;

WHEREAS, the Data Requestor desires to have load-monitoring equipment, related devices and component parts ("Equipment") installed at the Customer's Property, identified above, in order to receive load data pulses; and

WHEREAS, the Company agrees to provide a load data pulse from the Customer's metering facilities.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and, subject to the terms and conditions contained in this Agreement, the Parties agree as follows:

I. RIGHTS AND OBLIGATIONS OF THE DATA REQUESTOR

- 1. Upon the execution of this Agreement, the Data Requestor agrees to pay for the installation of the load data pulse. This payment is non-refundable.
2. The load pulse data equipment installed at the request of the Data Requestor is not transferable to other locations.
3. The Data Requestor agrees that it may not make any direct connections to the Company's metering facilities or interfere with the operation of the Company's metering facilities.
4. The Data Requestor agrees that it shall use the load pulse data in a bona fide, lawful manner.
5. If the Company's current metering facilities are not capable of supplying load data pulses, any costs associated with adding a pulsing device will be paid by the Data Requestor as outlined under section IV, fees.
6. If the Customer's load or service requirements change to the extent that the Company's metering facilities must be changed, any costs to the Company necessary to continue to supply load data pulses will be paid by the Data Requestor.

7. As described in Section II.2 below, the Data Requestor, at its own expense, will be responsible for making any necessary changes in its Equipment to accommodate new pulse values or pulse rates.
8. In addition to the obligations stated elsewhere in this Agreement, anytime the Company disconnects the Equipment from the Company's metering facilities due to any activity associated with the supply of load data pulses, the malfunction of the Equipment or any services performed on behalf of the Data Requestor, the Data Requestor agrees to pay the costs associated with the disconnection ("Disconnection Fee") in accordance with Section IV.
9. The Data Requester shall be responsible for the cost of all repairs to the load data pulse output line if it malfunctions through no fault of the Company. This work shall be exclusively performed by the Company. If the Company performs a site visit at the request of the Data Requestor and determines that there is no malfunction, then the Data Requestor shall be assessed a site visit fee by the Company.

II. RIGHTS AND OBLIGATIONS OF THE COMPANY

1. The Company shall provide a load data pulse output from the Company's metering facilities. The Company at all times shall remain the owner of its equipment and metering facilities.
2. The Company will determine the value of a pulse and the maximum pulse rate, and reserves the right to change either the value or the rate when necessitated by repair or replacement of its metering facilities. The Company will make a reasonable effort to notify the Data Requestor one (1) business day before any scheduled interruption of the pulse output.
3. The Company shall have the right to interrupt the supply of load data pulses to perform meter tests or maintenance procedures and in so doing, assumes no responsibility for the effects on the Customer's operation. The Company will make a reasonable effort to notify the Data Requestor one (1) business day before any scheduled interruption of the pulse output. The Company shall not be responsible for pulse interruptions due to malfunction of the Equipment.
4. The interruption of load data pulses for any reason or the failure or malfunction of the Equipment shall in no way nullify the validity of the Company's meter readings or recordings that are used for billing purposes.
5. If, at any time, in the Company's judgment, the supply of load data pulses becomes detrimental to reliable metering or to the Company's metering practices, the Company will make a reasonable effort to notify the Data Requestor one (1) business day before disconnecting the Equipment. The Company does not assume any liability to the Data Requestor or the Customer if this disconnection is required for accurate and reliable metering.
6. If the Company terminates this Agreement because of the default of either the Customer or the Data Requestor, the defaulting party shall be obligated to compensate the Company for costs and expenses related to the default as well as the disconnection fee.

III. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1. The Customer gives permission for the Company to furnish load data pulse information.
2. The Customer gives permission for the Data Requestor to have access to the load data pulse information via the Equipment.
3. The Customer gives permission for the Company to enter upon the Property to install, connect, replace and/or disconnect its equipment as needed.

IV. FEES (unless otherwise stated herein, fees are due and payable at the time service is rendered. The obligation to pay survives termination of this Agreement.)

Property Location:

Bristol, Cheshire, Cromwell, Meriden, Middlebury, Middlefield, Middletown, Naugatuck, Plainville, Plymouth, Southington, Thomaston, Wallingford, Waterbury, and Watertown.

<u>Service</u>	<u>Price (\$)</u>	
<input type="checkbox"/> Option A: Company installs load data pulse output from electronic instrument	100.00	_____/_____ Company/Data Requestor Initials
<input type="checkbox"/> Option B: Company installs alternate pulse generating equipment where electronic instrument is not present	400.00	_____/_____ Company/Data Requestor Initials
Site Visit or Disconnection Fee charged in accordance with circumstances identified above.	100.00/visit	

Property Location:

All other locations.

<u>Service</u>	<u>Price (\$)</u>	
<input type="checkbox"/> Option A: Company installs load data pulse output from electronic instrument	150.00	_____/_____ Company/Data Requestor Initials
<input type="checkbox"/> Option B: Company installs alternate pulse generating equipment where electronic instrument is not present	450.00	_____/_____ Company/Data Requestor Initials
Site Visit or Disconnection fee charged in accordance with circumstances identified above.	150.00/visit	

V. MISCELLANEOUS

1. Any Party may terminate this Agreement upon 30 days written notice to the other Parties. The obligations under Sections I.8 and II.6 shall survive the termination of this Agreement until satisfied.
2. The Company may assign this Agreement. The Customer and/or the Data Requestor may assign its rights and obligations under this Agreement only by written consent of the Company, such consent will not unreasonably be withheld.
3. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any Party to this Agreement, will be in writing and shall be hand delivered, sent postage prepaid, by first-class mail or sent electronically via facsimile machine, addressed as follows:

If to the Company:

Donna Saunders
Supervisor Customer Measurement
Yankee Gas Services Company
56 Cooper St.
Meriden, CT 06451
Fax No: 203-634-2448

If to the Customer:

Name: _____
Title: _____
Address: _____

Fax No. _____

If to the Data Requestor:

Name: _____
Title: _____
Address: _____

Fax No. _____

4. This Agreement signed by all Parties constitutes the entire agreement between the Parties and can only be amended or modified in a writing signed by authorized representatives of each Party. This Agreement

supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, of the Parties regarding the provision of load data pulses at the meter number described herein.

5. This Agreement will not be binding until received by the Company at 56 Cooper St., Meriden, CT 06451 and executed by an authorized representative of the Company.
6. This Agreement shall be subject to all of the Company's rules and regulations and tariffs on file with and authorized by the appropriate authority, and shall at all times be subject to such changes or modifications as the authority may from time to time direct in the exercise of its judgment.
7. The parties to this Agreement acknowledge and agree that a facsimile transmission of this Agreement containing the signatures of the parties shall constitute a signed original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names and on their behalf, respectively, by the persons duly authorized as of the day and year mentioned above.

("Data Requestor")

("Customer")

Authorized Signature

Authorized Signature

Name

Name (please type or print)

Title

Title

Date

Date

Witness

Witness

YANKEE GAS SERVICES COMPANY
("Company")

Authorized Signature

Name (please type or print)

Title

Date

Witness