

California Independent System Operator Corporation  
Fifth Replacement Tariff

**Appendix B.6 MSA for Metered Entities (MSA CAISOME)**

**THIS AGREEMENT** is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ and is entered into, by and between:

- (1) **[Full legal name]** having its registered and principal place of business located at **[Address]** (the "CAISO Metered Entity");  
  
and
- (2) **California Independent System Operator Corporation** ("CAISO"), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The CAISO Metered Entity and the CAISO are hereinafter referred to as the "Parties".

**Whereas:**

- A. Section 10 of the CAISO Tariff requires the CAISO to establish meter service agreements with CAISO Metered Entities for the collection and transfer of Meter Data.
- B. Section 10 of the CAISO Tariff further provides that a CAISO Metered Entity shall certify its revenue quality meters and Section 10 provides that CAISO Metered Entities shall make Meter Data available to RMDAPS.
- C. The Parties are entering into this Agreement in order to establish the terms and conditions upon which the CAISO and the CAISO Metered Entity shall discharge their respective duties and responsibilities pursuant to this Agreement, and the CAISO Tariff.
- D. All obligations and responsibilities included in this Agreement may be set forth in further detail in the CAISO Tariff.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

**ARTICLE I**

**DEFINITIONS AND INTERPRETATION**

- 1.1 Master Definitions Supplement.** Unless defined in Section 1.2 of this Agreement, all terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.2 Special Definitions for this Agreement.** In this Agreement, the following words and expressions shall have the meanings set forth below:
  - 1.2.1 "Authorized Users"** means users authorized by the CAISO Metered Entity to access the Meter Data of that CAISO Metered Entity held by the CAISO.
- 1.3 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
  - (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;

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- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year;
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement; and
- (l) references to the CAISO Tariff and other CAISO Documents shall be interpreted in accordance with any exceptions or exemptions to such as may have been granted by the CAISO.

## ARTICLE II

### TERM AND TERMINATION

**2.1 Effective Date.** This Agreement shall be effective as of the later of the date of execution of this Agreement, or the date it is accepted and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated by operation of law or pursuant to Section 2.2 of this Agreement.

#### **2.2 Termination**

**2.2.1 Termination by CAISO.** Subject to Section 4.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the CAISO Metered Entity commits any default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 14.1 of the CAISO Tariff. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the

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CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

- 2.2.2 Termination by CAISO Metered Entity.** In the event that the CAISO Metered Entity wishes to terminate this Agreement, the CAISO Metered Entity shall give the CAISO not less than ninety (90) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty(30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the CAISO Metered Entity's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

### ARTICLE III

#### GENERAL TERMS AND CONDITIONS

- 3.1 Agreement Subject to CAISO Tariff.** This Agreement shall be subject to the provisions of the CAISO Tariff which shall be deemed to be incorporated herein, as the same may be changed or superseded from time to time. The Parties agree that they will comply with the provisions of Section 10 and all other applicable provisions of the CAISO Tariff and the applicable Business Practice Manual implementing Section 10 of the CAISO Tariff.
- 3.2 Obligations and Rights of the CAISO Metered Entity.**
- 3.2.1 Submission of Meter Data through SQMDS and RMDAPS.** The CAISO Metered Entity agrees to make available to the CAISO through SQMDS and RMDAPS its Meter Data in accordance with the CAISO Tariff. The CAISO's requirements regarding the frequency with which it requires Meter Data to be made available to it through SQMDS and RMDAPS by the CAISO Metered Entity are referred to in the CAISO Tariff.
- 3.2.2 Meter Information.** The CAISO Metered Entity shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to all of its meters used to provide Meter Data to the CAISO. The CAISO Metered Entity must immediately notify the CAISO of any changes to the information provided to the CAISO in accordance with this Section 3.2.2 and provide the CAISO with any information in relation to such change as reasonably requested by the CAISO. The CAISO Metered Entity shall have the right to modify Schedule 1, which modification shall not constitute an amendment to this Agreement. Such modification shall be effective upon receipt of notice by the CAISO.
- 3.2.3 Transformer and Line Loss Correction Factors.** If the CAISO Metered Entity uses low voltage side metering or metering connected to the Distribution System, it shall use the CAISO approved Transformer and Line Loss Correction Factor referred to in the CAISO Tariff and in the applicable Business Practice Manual.

- 3.2.4 Rights to Access Metering Facilities.** The CAISO Metered Entity shall use its best efforts to procure any rights necessary for the CAISO to access all Metering Facilities of the CAISO Metered Entity to fulfill its obligations under the CAISO Tariff and its obligations under this Agreement. If, after using its best efforts, the CAISO Metered Entity is unable to provide the CAISO with such access rights, the CAISO Metered Entity shall ensure that one of its employees is a CAISO Authorized Inspector and such employee undertakes, at the CAISO's request, the certification, testing, inspection and/or auditing of those Metering Facilities in accordance with the procedures established pursuant to the CAISO Tariff, including the requirement to complete and provide to the CAISO all necessary documentation. The CAISO acknowledges that it will not be prevented from fulfilling its obligations under the CAISO Tariff or this Agreement by reason of the fact that it is provided with escorted access to the Metering Facilities of the CAISO Metered Entity.
- 3.2.5 Security and Validation Procedures.** The security measures and the validation, editing and estimation procedures that the CAISO will apply to Meter Data made available to the CAISO by the CAISO Metered Entity shall be as referred to in the CAISO Tariff.
- 3.3 Obligations and Rights of the CAISO.**
- 3.3.1 Direct Polling of Revenue Quality Meter Data.** The CAISO shall allow the Scheduling Coordinator representing the CAISO Metered Entity and all Authorized Users to directly poll CAISO certified meters for the Meter Data relating to the CAISO Metered Entity in accordance with the procedures referred to in the CAISO Tariff and the applicable Business Practice Manual.
- 3.3.2 CAISO as Third-Party Beneficiary.** The CAISO shall be a third-party beneficiary to any future agreement between the CAISO Metered Entity and any other party relating to the Metering Facilities of the CAISO Metered Entity for the purpose of granting the CAISO access to any relevant information, records and facilities as needed by the CAISO to fulfill its obligations under the CAISO Tariff and its obligations under this Agreement.
- 3.3.3 Remote and Local Access to Metering Data.** The CAISO shall provide the CAISO Metered Entity any password or other requirements necessary for the CAISO Metered Entity to access its Meter Data remotely or locally at the meter.
- 3.4 Exemptions Granted by the CAISO.** Any exemptions provided for under the CAISO Tariff that are granted by the CAISO shall be set forth in Schedule 2 of this Agreement. Any amendment or addition to Schedule 2 shall not constitute an amendment to this Agreement.

## ARTICLE IV

### PENALTIES AND SANCTIONS

- 4.1 Penalties.** If a CAISO Metered Entity provides inaccurate or incorrect Meter Data or fraudulent Meter Data to the CAISO, the CAISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the CAISO Metered Entity. Fraudulent Meter Data means any Meter Data provided to the CAISO by the CAISO Metered Entity that it knows to be false, incorrect or incomplete at the time it provided that Meter Data to the CAISO. All penalties and sanctions shall be set forth in Schedule 4 Part A to this Agreement or in the CAISO Tariff. No penalties or sanctions, including suspension of trading rights, may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in the Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the CAISO Metered Entity to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the CAISO Metered Entity.

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- 4.2 Corrective Measures.** If the CAISO Metered Entity fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as referred to in the CAISO Tariff, the CAISO shall be permitted to take corrective measures. The corrective measures and rights the CAISO may exercise upon any failure by any entity to meet those standards for Metering Facilities or to comply with the audit or test procedures shall be set forth in Schedule 4 Part B or in the CAISO Tariff.

**ARTICLE V**

**ACCESS TO METERING DATA**

- 5.1 Authorized Users.** In addition to the persons referred to in the CAISO Tariff, including the CAISO Metered Entity and the relevant Scheduling Coordinator, as being entitled to access Meter Data on SQMDS, the CAISO Metered Entity may set forth in Schedule 3 of this Agreement any additional Authorized Users that shall be entitled to access the CAISO Metered Entity's Settlement Quality Meter Data held by the CAISO. The CAISO Metered Entity shall include in Schedule 3 as Authorized Users the relevant UDCs and TOs. The CAISO shall provide the Authorized Users with any password or other information necessary to access the CAISO Metered Entity's Settlement Quality Metered Data held by the CAISO on SQMDS. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

**ARTICLE VI**

**COSTS**

- 6.1 Certification, Inspection and Auditing of Meters.** The CAISO Metered Entity shall be responsible for all reasonable costs incurred by the CAISO or a CAISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the CAISO Metered Entity provides Meter Data to the CAISO. The CAISO or CAISO Authorized Inspector will furnish the CAISO Metered Entity, upon request, an itemized bill for such costs.

**ARTICLE VII**

**DISPUTE RESOLUTION**

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the CAISO Metered Entities and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE VIII**

**REPRESENTATIONS AND WARRANTIES**

- 8.1 Representations and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals.** The CAISO Metered Entity represents that all necessary approvals, permits, licenses, easements, right of way or access to install, own and operate its meters have been or will be obtained by the CAISO Metered Entity prior to the effective date of this Agreement.

**ARTICLE IX**

**LIABILITY AND INDEMNIFICATION**

- 9.1 Liability and Indemnification.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the CAISO Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE X**

**UNCONTROLLABLE FORCES**

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as references to the CAISO Metered Entity and all references to the CAISO Tariff shall be read as references to this Agreement.

**ARTICLE XI**

**MISCELLANEOUS**

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the CAISO Metered Entity and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 5. A Party must update the information in Schedule 5 as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

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- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that are subject to FERC approval shall not take effect until FERC has accepted such amendments for filing and has made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the CAISO Metered Entity shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 11.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

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**California Independent System Operator Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Full legal name of CAISO Metered Entity**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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**SCHEDULE 1**

**METER INFORMATION**

**[Section 3.2.2]**

Resource ID/Meter Number: \_\_\_\_\_

Name of the Facility: \_\_\_\_\_

Location (address if applicable): \_\_\_\_\_

Point of Delivery to the CAISO: \_\_\_\_\_

Controlled Grid for Meter Compensation: \_\_\_\_\_

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**SCHEDULE 2**

**EXEMPTIONS FROM METERING STANDARDS AND OTHER REQUIREMENTS**

**[Section 3.4]**

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**SCHEDULE 3**

**ACCESS TO METER DATA**

**AND**

**AUTHORIZED USERS**

**[Section 5.1]**

List authorized users and any restrictions or limitations placed on them.

**SCHEDULE 4**

**PART A**

**CAISO IMPOSED PENALTIES AND SANCTIONS**

[Section 4.1]

**TO BE INSERTED UPON FERC APPROVAL**

**PART B**

**CORRECTIVE MEASURES**

[Section 4.2]

**TO BE DEVELOPED**

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**SCHEDULE 5**

**NOTICE**

**[Section 11.2]**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

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**CAISO**

Name of Primary

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Name of Alternative

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_