
**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR**

**PRO FORMA
METER SERVICE AGREEMENT
FOR SCHEDULING COORDINATORS**

BLACKLINE

METER SERVICE AGREEMENT FOR SCHEDULING COORDINATORS

THIS AGREEMENT is dated this ____ day of _____, 19__ and is entered into, by and between:

(1) **[Full legal name]** having its registered and principal place of business located in **[Address]** (the “SC”);

and

(2) **California Independent System Operator Corporation**, a California non-profit public benefit Corporation having a principal executive office located at such place in the State of California as the ISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the “ISO”).

The SC and the ISO are hereinafter referred to as the “Parties”.

Whereas:

- A. Section 10.6.7 of the ISO Tariff requires the ISO to enter into a meter service agreement with each SC responsible for providing Settlement Quality Meter Data for SC Metered Entities that it represents.
- B. Section 10.6.7 of the ISO Tariff requires SCs to ensure that the SC Metered Entities that they represent adhere to the requirements and standards for Metering Facilities set forth in Section 10.6.
- C. The Parties are entering into this Agreement in order to establish the terms and conditions upon which the ISO and the SC shall discharge their respective duties and responsibilities pursuant to this Agreement, ~~and~~ the ISO Tariff ~~and the ISO Metering Protocol~~.
- D. All obligations and responsibilities included in this Agreement may be set forth in further detail in the ~~ISO-Metering Protocol~~ of the ISO 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 the context otherwise requires, a~~All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the ISO Tariff.

1.2 Special Definitions for this Agreement. In this Agreement, the following words and expressions shall have the meanings set forth below:

“ISO Authorized Inspector” has the meaning as defined in the ~~ISO~~Metering Protocol of the ISO Tariff.

“ISO Metered Entity” means:

- (a) any one of the following entities that is directly connected to the ISO Controlled Grid:
 - i. a Generator other than a Generator that sells all of its Energy (excluding any Energy consumed by auxiliary load equipment electrically connected to that Generator at the same point) and Ancillary Services to the UDC in whose Service Area it is located;
 - ii. an Eligible Customer; or
 - iii. an End-User other than an End-User that purchases all of its Energy from the UDC in whose Service Area it is located; and
- (b) any one of the following entities:
 - i. a Participating Generator; or
 - ii. a Participating TO in relation to its Tie Point Meters with other TOs or Control Areas.

“~~ISO~~ Metering Protocol” means the ~~ISO~~Metering Protocol of the ISO Tariff on the subject of revenue quality metering which sets forth the requirements and procedures that SCs, amongst others, shall meet and follow in order to comply with their obligations under Section 10 of the ISO Tariff.

“MDAS” means the ISO’s revenue metering data acquisition and processing system.

“Metering Facilities” means revenue quality meters, instrument transformers, secondary circuitry, secondary devices, meter data servers, related communication facilities and other related local equipment.

“SC” means Scheduling Coordinator.

“**Scheduling Coordinator Metered Entity**” or “**SC Metered Entity**” means a Generator, Eligible Customer or End-User that is not an ISO Metered Entity.

1.3 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) ~~unless the context otherwise requires~~, if there is any inconsistency between this Agreement and the ISO Tariff ~~or any applicable ISO Protocol~~, the ISO Tariff ~~and/or the applicable ISO Protocol~~ will prevail to the extent of the inconsistency;
- (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; and
- (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.

ARTICLE II TERM AND TERMINATION

2.1 Effective Date. This Agreement shall be effective as of the latter of the ISO Operations Date, the date of execution of this Agreement, or the date it is

accepted and made effective by FERC, 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 ISO. Subject to Section 4.2, the ISO may terminate this Agreement by giving written notice of termination in the event that the SC commits any default under this Agreement, ~~and/or the ISO Tariff and/or the ISO Protocols~~ which, if capable of being remedied, is not remedied within thirty (30) days after the ISO has given it written notice of the default, unless excused by reason of Uncontrollable Force in accordance with Section 15 of the ISO Tariff. With respect to any Any-notice of termination given pursuant to this Section, the ISO must file a timely notice of termination with FERC. This Agreement shall terminate upon acceptance by FERC of such notice of termination. must also be filed at the FERC. Pending acceptance by the FERC of such termination the operation of the terms of this Agreement and of the ISO Tariff shall be suspended.

2.2.2 Termination by SC. In the event that the SC wishes to terminate this Agreement, the SC shall give the ISO ninety (90) days written notice. With respect to any Any-notice of termination given pursuant to this Section, the ISO must file a timely notice of termination with FERC. This Agreement shall terminate upon acceptance by FERC of such a notice of termination. must also be filed at the FERC. Pending acceptance by the FERC of such termination the operation of the terms of this Agreement and of the ISO Tariff shall be suspended.

ARTICLE III GENERAL TERMS AND CONDITIONS

3.1 Agreement Subject to ISO Tariff ~~and ISO Metering Protocol~~. This Agreement shall be subject to the provisions of the ISO Tariff ~~and ISO Metering Protocol~~ 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 of the ISO Tariff and the ~~ISO~~ Metering Protocol of the ISO Tariff.

3.2 Requirements and Standards for Metering Facilities. The SC shall ensure that the SC Metered Entities it represents shall adhere to the requirements and standards for Metering Facilities of its Local Regulatory Authority. If that SC Metered Entity's Local Regulatory Authority has not set any requirements or standards in relation to any of its Metering Facilities, the SC representing that SC Metered Entity must comply with the requirements and standards for those

Metering Facilities as set forth in this Agreement, ~~and the ISO Tariff, and the ISO Metering Protocol.~~

3.3 Obligations and Rights of the SC.

3.3.1 Meter Information. If the ISO so requests, the SC shall provide in the format prescribed by Schedule 1 to this Agreement the required information with respect to the meters for all SC Metered Entities it represents including the reference to specific distribution loss factors or methodology it proposes to use as determined by the relevant UDC and approved by the relevant Local Regulatory Authority. The SC must immediately notify the ISO of any changes to the information provided to the ISO in accordance with this Section 3.3.1 and provide the ISO with any information in relation to such change as reasonably requested by the ISO. Any amendments or additions to Schedule 1 shall not constitute an amendment to this Agreement.

3.3.2 Assistance and Cooperation of SC. The SC shall ensure that the ISO shall, upon reasonable notice, have access to the entire Metering Facilities of the SC Metered Entities that it represents from the meter data server to the Metering Facilities in order to inspect, test or otherwise audit those Metering Facilities.

3.3.3 Profiled and Cumulative Meter Data. The SC shall provide the ISO with any applicable load profile for each SC Metered Entity that it represents that is load profiled in accordance with the ISO Tariff, ~~and the ISO Metering Protocol.~~ The SC shall provide a copy of the load profile applicable to each SC Metered Entity (if any) that it represents which shall be set forth in Schedule 2 to this Agreement. The SC must immediately notify the ISO of any changes to the load profiles referred to in Schedule 2 to this Agreement and provide the ISO with a copy of the new or amended load profile. Such change to Schedule 2 shall not constitute an amendment to this Agreement.

3.3.4 Security and Validation Procedures. The SC shall apply to the Meter Data of the SC Metered Entities that it represents, the security and validation procedures prescribed by the relevant Local Regulatory Authority. If the relevant Local Regulatory Authority has not prescribed any such procedures, the SC shall apply the procedures set forth in the ~~ISO Metering Protocol~~ of the ISO Tariff. Meter Data submitted by an SC for SC Metered Entities shall conform to these standards unless the ISO has, at its discretion, exempted the SC from these standards.

3.4 Obligations and Rights of the ISO.

3.4.1 Exemptions Granted by ISO. Any exemptions provided for under the ISO Tariff ~~or the Metering Protocol~~ that are granted by the ISO shall be set forth in

Schedule 3 to this Agreement. Any amendment or addition to Schedule 3 shall not constitute an amendment to this Agreement.

- 3.4.2 ISO as Third-Party Beneficiary.** The ISO shall be a third-party beneficiary to the agreements between the SC and SC Metered Entities that the SC represents. Such agreements shall grant the ISO access to any relevant information, records and facilities of the SC Metered Entity as needed for the ISO to fulfill its obligations under, this Agreement, and the ISO Tariff, ~~and the ISO Metering Protocol~~.

ARTICLE IV PENALTIES & SANCTIONS

- 4.1 Penalties.** If the SC provides inaccurate or incorrect Settlement Quality Meter Data or Fraudulent Meter Data to the ISO, the ISO shall be entitled to impose penalties and sanctions, including but not limited to suspension of trading rights following 14 days written notice to the SC. Fraudulent Meter Data means any data provided to the ISO by the SC that the SC knows to be false, incorrect or incomplete at the time it provided it to the ISO. All penalties and sanctions shall be set forth in Schedule 4 Part A. No penalties or sanctions, including the suspension of trading rights, may be imposed under this Agreement unless a Schedule 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 ADR, shall be construed as waiving the rights of the SC to oppose or protest any penalty proposed by the ISO to the FERC or the specific imposition by the ISO of any FERC-approved penalty on the SC. The ISO will provide notice to all SCs of any filing of proposed penalties or sanctions with the FERC. The ISO shall notify the SC of those approved penalties within 14 days of their approval by the FERC.
- 4.2 Corrective Measures.** If the SC or any SC Metered Entity that it represents fails to meet or maintain the standards for Metering Facilities or comply with the audit or test procedures as set forth in the ISO Tariff, and the ISO Tariff, ~~and the ISO Metering Protocol~~, the ISO shall be permitted to take corrective measures. Details of the corrective measures and rights the ISO 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.

ARTICLE V ACCESS TO METER DATA

- 5.1 Third Parties.** Third parties that are authorized by the SC to access the Meter Data of a SC Metered Entity held by the ISO and that are entitled to such Meter

Data shall be identified in Schedule 5 to this Agreement. The SC shall not provide a third party access to Meter Data of a SC Metered Entity unless the SC has permission from that SC Metered Entity to provide that access. The relevant UDCs and TOs shall be included in Schedule 5 provided that the SC Metered Entity has granted those UDCs and TOs access to its Meter Data. Any amendment or addition to Schedule 5 shall not constitute an amendment to this Agreement. The Scheduling Coordinator shall, on request by the SC Metered Entity, access the Meter Data held by the ISO relating to that SC Metered Entity and provide that Meter Data to the SC Metered Entity in a timely manner.

ARTICLE VI COSTS

- 6.1 Certification, Inspection and Auditing of Meters.** The SC shall be responsible for all reasonable costs incurred by the ISO or an ISO Authorized Inspector in connection with them carrying out the certification, inspection, testing or auditing of the meters identified in Schedule 1 from which the SC provides Meter Data to the ISO. The ISO or ISO Authorized Inspector will furnish the SC, 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 ISO ADR Procedures set forth in Section 13 of the ISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the ISO Tariff to Market Participants shall be read as a reference to the SC Metered Entity and references to the ISO 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** The SC represents and warrants that all of the entities which it identifies on Schedule 1 as SC Metered Entities that it represents have granted it all

necessary authority to enable it to carry out its obligations under this Agreement, and the ISO Tariff, and the ISO Metering Protocol, and, subject to the execution and delivery by the ISO, this Agreement will be enforceable against the SC in accordance with its terms.

- 8.3** The SC represents and warrants that all third parties referred to in Schedule 3 to this Agreement have been authorized by the relevant SC Metered Entity as having access to its Settlement Quality Meter Data.

ARTICLE IX LIABILITY AND INDEMNIFICATION

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

ARTICLE X UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces.** Section 15 of the ISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 15 of the ISO Tariff to Market Participants shall be read as references to the SC and all references to the ISO 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 17 of the ISO 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 the SC's SC Agreement and in accordance with Section 20.1 of the ISO Tariff.

- 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 SC irrevocably consents that any legal action or proceeding arising under or relating to this Agreement to which the ISO ADR Procedures do not apply, shall be brought as appropriate, in any of the following forums: 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 primary or exclusive jurisdiction, before the Federal Energy Regulatory Commission.
- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 20.8 of the ISO Tariff as if the references to the ISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement, including Appendix A, constitutes the complete and final agreement of the Parties with respect to the subject matter hereto 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.

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.

California Independent System Operator Corporation

By: _____

Title: _____

[Full legal name of SC]

By: _____

Title: _____