

## **16 Attachment A - Form Of Service Agreement For New York ISO Market Administration and Control Area Services Tariff**

**1.0** This Service Agreement dated as of \_\_\_\_\_ is entered into by and between the New York Independent System Operator ("ISO") and \_\_\_\_\_ ("the Customer").

**2.0** The Customer represents and warrants that it has met all applicable requirements set forth in the ISO Market Administration and Control Area Services Tariff (the "ISO Services Tariff") and has complied with all applicable ISO Procedures. The Customer has submitted a Completed Application pursuant to Article 9 of the ISO Services Tariff.

The ISO agrees to provide and the Customer agrees to pay for Market Services and Control Area Services in accordance with the provisions of the Tariff and to satisfy all obligations under the terms and conditions of the ISO Services Tariff, as may be amended from time-to-time, filed with the Federal Energy Regulatory Commission (the "Commission"). The ISO and the Customer also agree that this Service Agreement shall be subject to, and shall incorporate by reference, all of the terms and conditions of the ISO Services Tariff and ISO Procedures.

It is understood that, in accordance with the ISO Services Tariff, the ISO may amend the terms and conditions of this Service Agreement by notifying the Customer in writing and making the appropriate filing with the Commission.

### **3.0 The Customer represents and warrants that:**

(a) The Customer is an entity duly organized, validly existing and/or otherwise qualified to do business under the laws of the State of New York, and is in good standing under its [insert organizational document] and the laws of the State of [insert state of organization];

(b) This Service Agreement, or any Transaction entered into pursuant to the Service

Agreement, as applicable, has been duly authorized;

- (c) The execution, delivery and performance of this Service Agreement will not materially conflict with, constitute a material breach of, or a material default under, any of the terms, conditions, or provisions of any law or order of any agency of government, the [insert organizational document] of the Customer, any contractual limitation, organizational limitation or outstanding trust indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness, or any other agreement or instrument to which the Customer is a party or by which it or any of its property is bound, or result in a material breach of, or a material default under, any of the foregoing; and
- (d) This Service Agreement is the legal, valid, and binding obligation of the Customer enforceable in accordance with its terms, except as it may be rendered unenforceable by reason of bankruptcy or other similar laws affecting creditors' rights, or general principles of equity.

The Customer warrants and covenants that, during the term of the Service Agreement the Customer shall be in compliance with all federal, state and local laws, rules and regulations related to the Customer's performance under the agreement.

**4.0** Service under this Service Agreement shall commence on the later of:

\_\_\_\_\_, or such other date as it is permitted to become effective by the

Commission. Service under this Service Agreement shall terminate on

\_\_\_\_\_.

**5.0** The ISO agrees to provide and the Customer agrees to take and pay for, or to supply to the ISO, Energy, Capacity and Ancillary Services in accordance with the provisions of the ISO Services Tariff and this Service Agreement.

**6.0** Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

ISO:

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Customer:

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**7.0 Cancellation Rights:**

If the Commission or any regulatory agency having authority over this Service Agreement determines that any part of this Service Agreement must be changed, the ISO shall offer to the Customer an amended Service Agreement reflecting such changes. In the event that the Customer does not execute such an amendment within thirty (30) days, or longer if the Parties mutually agree to an extension, after the Commission's action, this Service Agreement and the amended Service Agreement shall be void.

**8.0 Early Termination by the Customer:**

The Customer may terminate service under this Service Agreement no earlier than ninety (90) days after providing the ISO with written notice of the Customer's intention to terminate; except that a Load Serving Entity must continue to take service under this Tariff as long as it continues to serve Load within the NYCA. In the event that tax-exempt financing of a Customer is jeopardized by its participation under this Service Agreement, the Customer may terminate this Service Agreement upon thirty (30) days prior written notice to the ISO. The Customer's provision of notice to terminate service under this Service Agreement shall not relieve the Customer of its obligation to pay any rates, charges, or fees due under this Service Agreement, and which are owed as of the date of termination.

**9.0** The Customer hereby appoints the ISO as its agent for the limited purpose of effectively transacting on the Customer's behalf in accordance with the Customer's written instructions, listed herein and the terms of the ISO Services Tariff and ISO Procedures. The Customer agrees to pay all amounts due and chargeable to the Customer in accordance with the terms of the ISO Services Tariff and ISO Procedures.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

ISO: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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

Customer: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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