

**Attachment A – Matrix of Changes**  
**Tariff Clarifications Filing – 2025 Spring**  
**California Independent System Operator Corporation**  
**April 3, 2025**



Section	Proposed Redlines	Reason for Change
<b>Section 33.2.8</b>	<p><b><u>33.2.8 Confidentiality</u></b>  <u>The CAISO and the prospective EDAM Entity will provide confidential treatment of all information they exchange in connection with the EDAM Entity Implementation Agreement necessary to complete the implementation activities and which is identified as containing commercially sensitive or confidential information.</u></p>	<p>Clarifies that information exchanged by CAISO and the prospective EDAM Entity during implementation will be treated as confidential, if labeled as such. This treatment is consistent with how commercially sensitive information is protected during EIM implementation under the confidentiality provision in the EIM Implementation Agreements.</p> <p>In the absence of such a provision in the <i>pro forma</i> EDAM Implementation Agreement, CAISO proposes to include language in its tariff that is substantially similar to the confidentiality statement in the EIM Implementation Agreements. CAISO and prospective EDAM Entities already treat sensitive information exchanged during the implementation stage as confidential. This provision confirms the existing practice and ensures the parties can share confidential information to fulfill their implementation obligations, knowing it will be protected from disclosure.</p>
<b>Section 40.4.6.2.2.4, 4th Sentence</b>	<p>An LSE may reserve an import allocation for the term of the New Use Import Commitment by showing an applicable New Use Import Commitment, signed by May 15th of the year prior to the requested import allocation, if the New Use Import Commitment: (1) identifies a specific resource or an aggregation of specific resources <u>that will provide capacity or energy</u>, consisting of Pseudo-Tie Generating Units, <del>or</del> Dynamic Resource-Specific System Resources, <u>or Generating Units connected to the CAISO Controlled Grid while subject to CAISO Appendix DD 8.9.1 (b) and (c); that will provide</u></p>	<p>Allows for existing policy to be reflected in and conflicts resolved in tariff. Existing tariff language in Appendix DD allows for generating units interconnected via a Subscriber Participating TO (SPTO) to utilize MIC to qualify for RA until such units are able to receive deliverability. This clarification updates the MIC tariff provisions to reflect this policy.</p>



Section	Proposed Redlines	Reason for Change
	<del>capacity or energy</del> and (2) meets all the requirements herein as well as those described in the appropriate Business Process Manual.	Through the stakeholder process for the SPTO policy, Tariff Appendix DD, Section 8.9.1 was revised to allow for a Subscriber Participating TO that is a non-contiguous portion of the CAISO BAA to be able to use the available Maximum Import Capability made available by the Load Serving Entities that have Subscriber Rights until the Load Serving Entity(s) cease using this Maximum Import Capability allocation or Deliverability Network Upgrade(s) pursuant to Section 4.3A4.2(b) is completed to support the Subscriber Rights and then the TP Deliverability will be awarded to such Subscriber consistent with 8.9.1(c).
<b>Appendix A - New Use Import Commitment</b>	Any power purchase agreement, ownership interest, or other commercial arrangement, that meets all the Tariff and applicable Business Process Manual requirements to lock import capability received as Remaining Import Capability at the branch group level and does not already qualify as Pre-RA Import Commitment, entered into by a Load Serving Entity serving Load in the CAISO Balancing Authority Area for the procurement of capacity from a resource specific or aggregation, consisting of Pseudo-Tie Generating Units; <del>or Dynamic Resource-Specific System Resources; or Generating Units connected to the CAISO Controlled Grid, while subject to CAISO Appendix DD 8.9.1 (b) and (c), located outside the CAISO Balancing Authority Area.</del> The New Use Import Commitment shall be deemed to terminate upon the expiration of the initial term of the New Use Import Commitment, notwithstanding any "evergreen" or other renewal provision exercisable at the option of either party to the agreement.	Same explanation as 40.4.6.2.2.4 above.

**Attachment B – Clean Tariff**

**Tariff Clarifications Filing – 2025 Spring**

**California Independent System Operator Corporation**

**April 3, 2025**

## **Section 33**

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### **33.2.8 Confidentiality**

The CAISO and the prospective EDAM Entity will provide confidential treatment of all information they exchange in connection with the EDAM Entity Implementation Agreement necessary to complete the implementation activities and which is identified as containing commercially sensitive or confidential information.

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## **Section 40**

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### **40.4.6.2.2.4 Reserving import capacity as New Use Import Commitment**

An import allocation received as Remaining Import Capability (Steps 5-13) may be reserved at the branch group level by the LSE holder for the applicable RA year. To reserve an import allocation, the LSE must hold the import allocation for all 12 months of the applicable RA year. LSEs cannot reserve import allocations for partial years.

An LSE may reserve an import allocation for the term of the New Use Import Commitment by showing an applicable New Use Import Commitment, signed by May 15th of the year prior to the requested import allocation, if the New Use Import Commitment: (1) identifies a specific resource or an aggregation of specific resources that will provide capacity or energy, consisting of Pseudo-Tie Generating Units, Dynamic Resource-Specific System Resources, or Generating Units connected to the CAISO Controlled Grid while subject to CAISO Appendix DD 8.9.1 (b) and (c); and (2) meets all the requirements herein as well as those described in the appropriate Business Process Manual.

A New Use Import Commitment reservation can extend for an undetermined length of time, but the

reserved quantity cannot exceed future year ahead Load Share Quantity. For implementation purposes, before import allocations are given out for the next RA year, an LSE must provide the CAISO with contract priority preference to determine the order of MIC allocation reduction in the event the reserved quantity exceeds future year ahead Load Share Quantity. If an LSE chooses to partially reduce the import allocation associated with a specific contract, the LSE must maintain the entire contract unchanged for the duration of the next RA year. Any material modification to the electric or operational characteristics of the contract, as determined by the CAISO, or the sale (part or entire) of the RA contract that currently qualifies as a New Use Import Commitment by its LSE holder will result in the loss of status as New Use Import Commitment.

An LSE can reserve up to 75% of its year ahead total import allocation (representing the sum of Existing Contract Import Capability, Pre-RA Import Commitment Capability, New Use Import Commitment Capability and Remaining Import Capability as communicated by the CAISO per step 7) at the branch group level with New Use Import Commitments that meet this tariff section. The total reserved amount for each LSE represents the sum of all their Existing Contract Import Capability, Pre-RA Import Commitment Capability and New Use Import Commitment Capability.

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## **Appendix A**

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### **- New Use Import Commitment**

Any power purchase agreement, ownership interest, or other commercial arrangement, that meets all the Tariff and applicable Business Process Manual requirements to lock import capability received as Remaining Import Capability at the branch group level and does not already qualify as Pre-RA Import Commitment, entered into by a Load Serving Entity serving Load in the CAISO Balancing Authority Area for the procurement of capacity from a resource specific or aggregation, consisting of Pseudo-Tie Generating Units; Dynamic Resource-Specific System Resources; or Generating Units connected to the

CAISO Controlled Grid, while subject to CAISO Appendix DD 8.9.1 (b) and (c). The New Use Import Commitment shall be deemed to terminate upon the expiration of the initial term of the New Use Import Commitment, notwithstanding any "evergreen" or other renewal provision exercisable at the option of either party to the agreement.

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**Attachment C – Redline Tariff**  
**Tariff Clarifications Filing – 2025 Spring**  
**California Independent System Operator Corporation**  
**April 3, 2025**



## **Section 33**

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### **33.2.8 Confidentiality**

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A New Use Import Commitment reservation can extend for an undetermined length of time, but the reserved quantity cannot exceed future year ahead Load Share Quantity. For implementation purposes, before import allocations are given out for the next RA year, an LSE must provide the CAISO with contract priority preference to determine the order of MIC allocation reduction in the event the reserved quantity exceeds future year ahead Load Share Quantity. If an LSE chooses to partially reduce the import allocation associated with a specific contract, the LSE must maintain the entire contract unchanged for the duration of the next RA year. Any material modification to the electric or operational characteristics of the contract, as determined by the CAISO, or the sale (part or entire) of the RA contract that currently qualifies as a New Use Import Commitment by its LSE holder will result in the loss of status as New Use Import Commitment.

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## **Appendix A**

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