

**Open Access**  
**Transmission Tariff**  
**Final Tariff Sheets**

**12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of the Transmission Provider**

An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider any associated expediting costs.

**12.2.4 Amended Interconnection System Impact Study.**

An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested In-Service Date.

**Section 13. Miscellaneous**

**13.1 Confidentiality**

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be

11.4	Reserved.....	303
11.5	Provision of Security .....	304
11.6	Interconnection Customer Compensation .....	305
<b>Article 12.</b>	<b>Invoice.....</b>	<b>306</b>
12.1	General .....	306
12.2	Final Invoice .....	306
12.3	Payment.....	306
12.4	Disputes .....	306
<b>Article 13.</b>	<b>Emergencies.....</b>	<b>307</b>
13.1	Definition .....	307
13.2	Obligations .....	307
13.3	Notice.....	307
13.4	Immediate Action .....	308
13.5	Transmission Provider Authority.....	308
13.6	Interconnection Customer Authority .....	309
13.7	Limited Liability.....	310
<b>Article 14.</b>	<b>Regulatory Requirements and Governing Law.....</b>	<b>310</b>
14.1	Regulatory Requirements.....	310
14.2	Governing Law .....	310
<b>Article 15.</b>	<b>Notices .....</b>	<b>310</b>
15.1	General .....	310
15.2	Billings and Payments.....	311
15.3	Alternative Forms of Notice .....	311
15.4	Operations and Maintenance Notice .....	311
<b>Article 16.</b>	<b>Force Majeure.....</b>	<b>311</b>
16.1	Force Majeure .....	311
<b>Article 17.</b>	<b>Default.....</b>	<b>312</b>
17.1	Default.....	312
<b>Article 18.</b>	<b>Indemnity, Consequential Damages and Insurance.....</b>	<b>312</b>
18.1	Indemnity .....	312
18.2	Consequential Damages .....	314
18.3	Insurance .....	314
<b>Article 19.</b>	<b>Assignment.....</b>	<b>317</b>
19.1	Assignment .....	317
<b>Article 20.</b>	<b>Severability.....</b>	<b>317</b>

Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

**11.4 Reserved**

**[Remainder of Page Left Intentionally Blank]**

**11.5 Provision of Security**

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of

**[Remainder of Page Left Intentionally Blank]**