



**Orange & Rockland**  
a conEdison, inc. company

**ORU-ENGR-06A-000**

**FACILITY  
INTERCONNECTION  
INFORMATIONAL KIT**

**Transmission and Substation  
Engineering Department  
January 31, 2020**

## **Legal Disclaimer**

This document is for informational purposes only. Orange and Rockland Utilities, Inc./Rockland Electric Company shall not be liable for indirect, special, incidental, punitive or consequential damages of any kind including loss of profits, arising under or in connection with the use of this Facility Interconnection Informational Kit.

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## INTRODUCTION

Orange and Rockland Utilities/Rockland Electric Company's ("ORU/RECO") Transmission and Substation Engineering Department has developed this Facility Interconnection Informational Kit ("Informational Kit") to provide developers and/or representatives of generator (e.g., photo voltaic, energy storage, rotating generation) and merchant transmission projects with general guidelines for connecting proposed facilities to the ORU/RECO electric transmission system. This Informational Kit contains key information to assist developers and/or representatives in the development of their proposed interconnection projects.

The information contained in this Informational Kit is not intended to cover all details and aspects of a proposed interconnection plan and is subject to change without prior notice. This document is not a contract and does not address contractual matters such as property ownership, leasing, easements, scheduling, permitting and billing. The project developer and/or representative assumes all costs for the design, construction, inspection, analysis, maintenance, operations, monitoring, permitting and all associated facilities including modifications and upgrades at the remote terminals, required to satisfy the technical and regulatory requirements for connection to the ORU/RECO transmission system. The project developer will assume all costs for oversight and testing to be performed by ORU/RECO. This Informational Kit is not intended to be a design specification or an instruction manual.

The information provided in this Informational Kit shall be governed by the confidentiality provisions specified in NYISO and PJM Open Access Transmission Tariffs ("OATT"), as applicable.

## NYISO AND PJM INTERCONNECTION PROCESSES

ORU’s service territory and RECO’s Central Division are located in the New York Independent System Operation (“NYISO”); RECO’s Eastern Division is located in the PJM Interconnection (“PJM”). All proposed connections to the ORU/RECO transmission system are governed by the NYISO OATT and PJM OATT, as applicable. **Table 1** summarizes the various types of project interconnections and the applicable NYISO/PJM Manual References.

**Table 1: GENERATING FACILITIES AND TRANSMISSION PROJECT INTERCONNECTIONS**

<b>Regional Transmission Operator</b>	<b>TYPE OF INTERCONNECTION</b>	<b>APPLICABLE NYISO/PJM MANUAL REFERENCES</b>
<b>NYISO<sup>1</sup></b>	Generating Facilities, No Larger than 20 MW	Small Generator Interconnection Procedures (NYISO OATT 32 <b>Attachment Z</b> )
	Generating Facilities that Exceed 20 MW and Merchant Transmission Facilities	Standard Large Facility Interconnection Procedures (NYISO OATT 32 <b>Attachment X</b> )
	Transmission Load Interconnection	Transmission Interconnection Procedures (NYISO OATT 32 <b>Attachment P</b> )
<b>PJM<sup>2</sup></b>	Customer Owned Generator Request (Under 20 MW)	Generation Interconnection Requests (PJM <b>Manual 14G</b> )
	Customer Owned Generator Request (Over 20 MW)	Generation Interconnection Requests (PJM <b>Manual 14G</b> )
	Customer-Owned Merchant Transmission Facilities Request	Upgrade and Transmission Interconnection Requests (PJM <b>Manual 14E</b> )
	Customer-Funded Upgrade to Transmission Facilities Request	Upgrade and Transmission Interconnection Requests (PJM <b>Manual 14E</b> )

<sup>1</sup>In the NYISO, Generating Facilities include Photo-Voltaic (“PV”), Energy Storage and other Renewable Projects.

<sup>2</sup>In PJM, Customer Owned Generator Requests include PV, Energy Storage and other Renewable Projects.

The NYISO OATT and PJM OATT both require a number of technical system studies to evaluate the potential impact of a new facility's interconnection to the NYISO or PJM transmission system. These system studies are performed so that the proposed interconnection project does not have an adverse impact on the performance of the NYISO/PJM bulk power system, as well as the underlying ORU/RECO transmission system. These studies are also used to allocate cost responsibility for the necessary system upgrades to mitigate any potential adverse impact to the bulk power system, as well as the ORU/RECO transmission system.

The NYISO or PJM is responsible for performing these technical studies, although the NYISO may subcontract to ORU and PJM may subcontract to RECO the performance of certain aspects of a particular study. Studies performed on previous projects may be obtained from the NYISO or PJM.

Below are high-level flow charts of NYISO's Standard Large Facility Interconnection Procedures (Attachment X – **Figure 1**), NYISO's Transmission Interconnection Procedures (Attachment P – **Figure 2**) and PJM's Generation Interconnection Requests (Manual 14G – **Figure 3**).

These charts are intended to serve as a general guide to the Interconnection Processes.

Developers and/or representatives should consult the most current NYISO OATT or PJM OATT or contact NYISO's Interconnection Office or PJM's Interconnection Department for details and/or updates on the interconnection procedures and manual references.

**Figure 1: NYISO's Attachment X Process (high-level flow chart)**

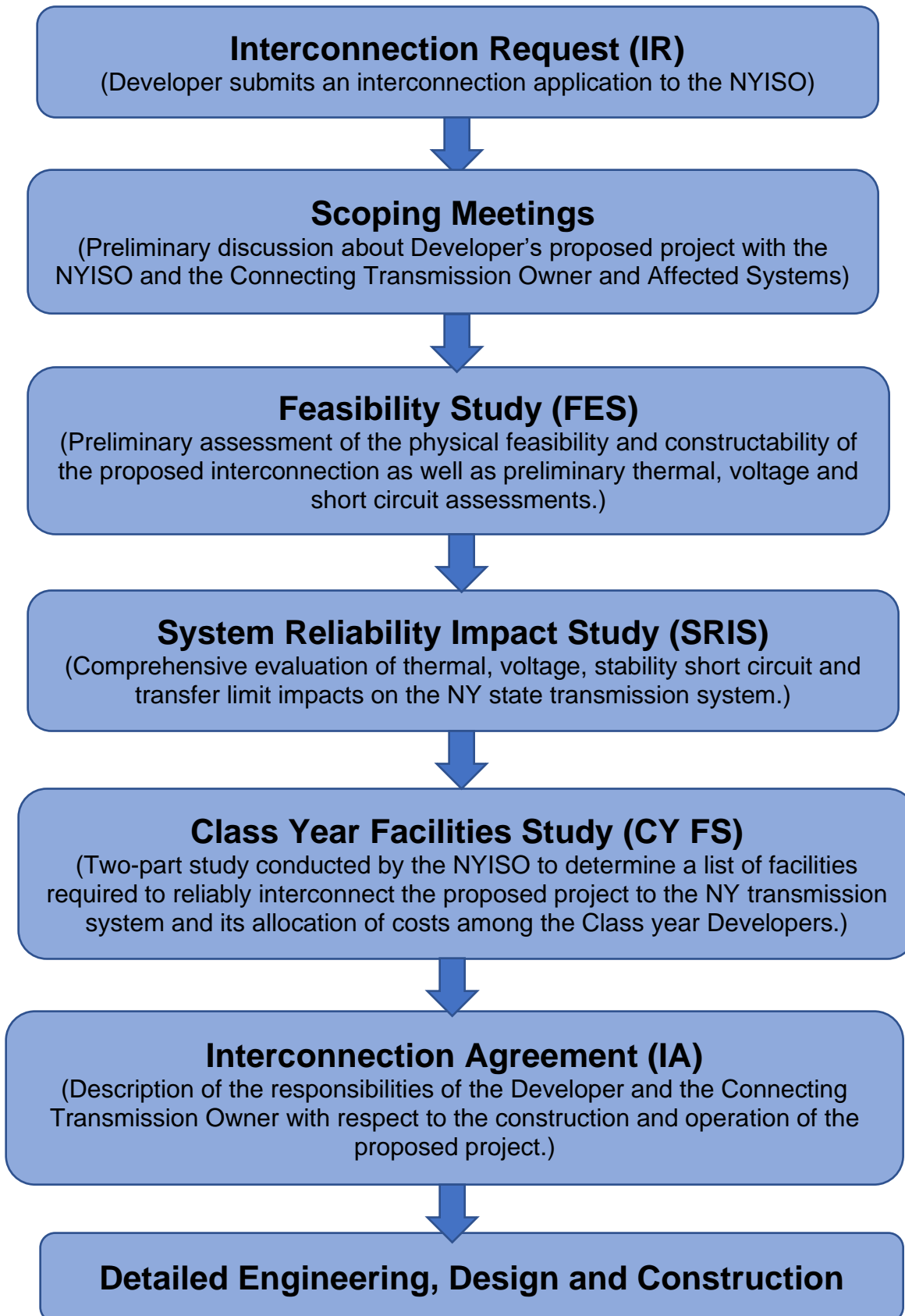


Figure 2: NYISO's Attachment P Process (high-level flow chart)

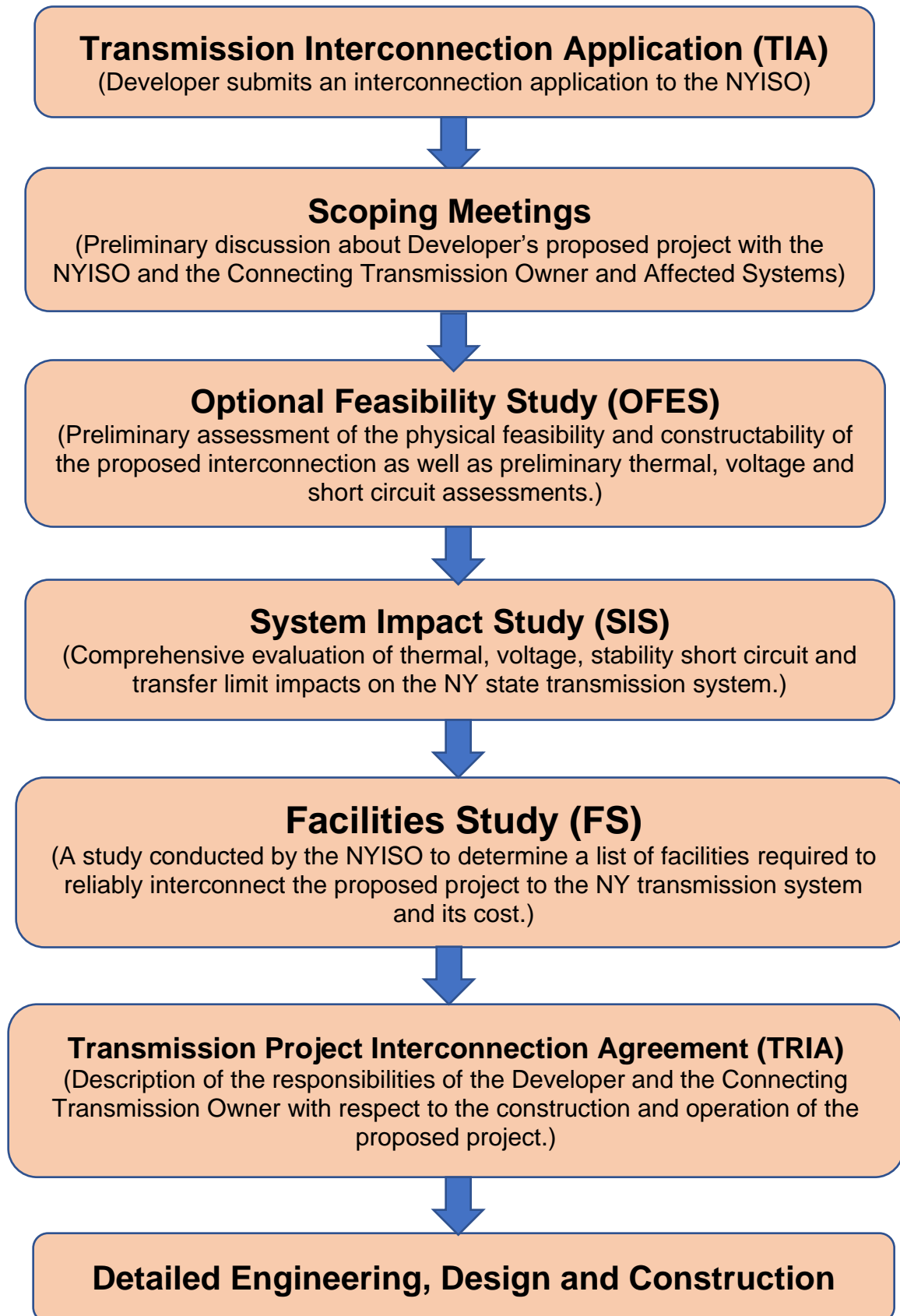
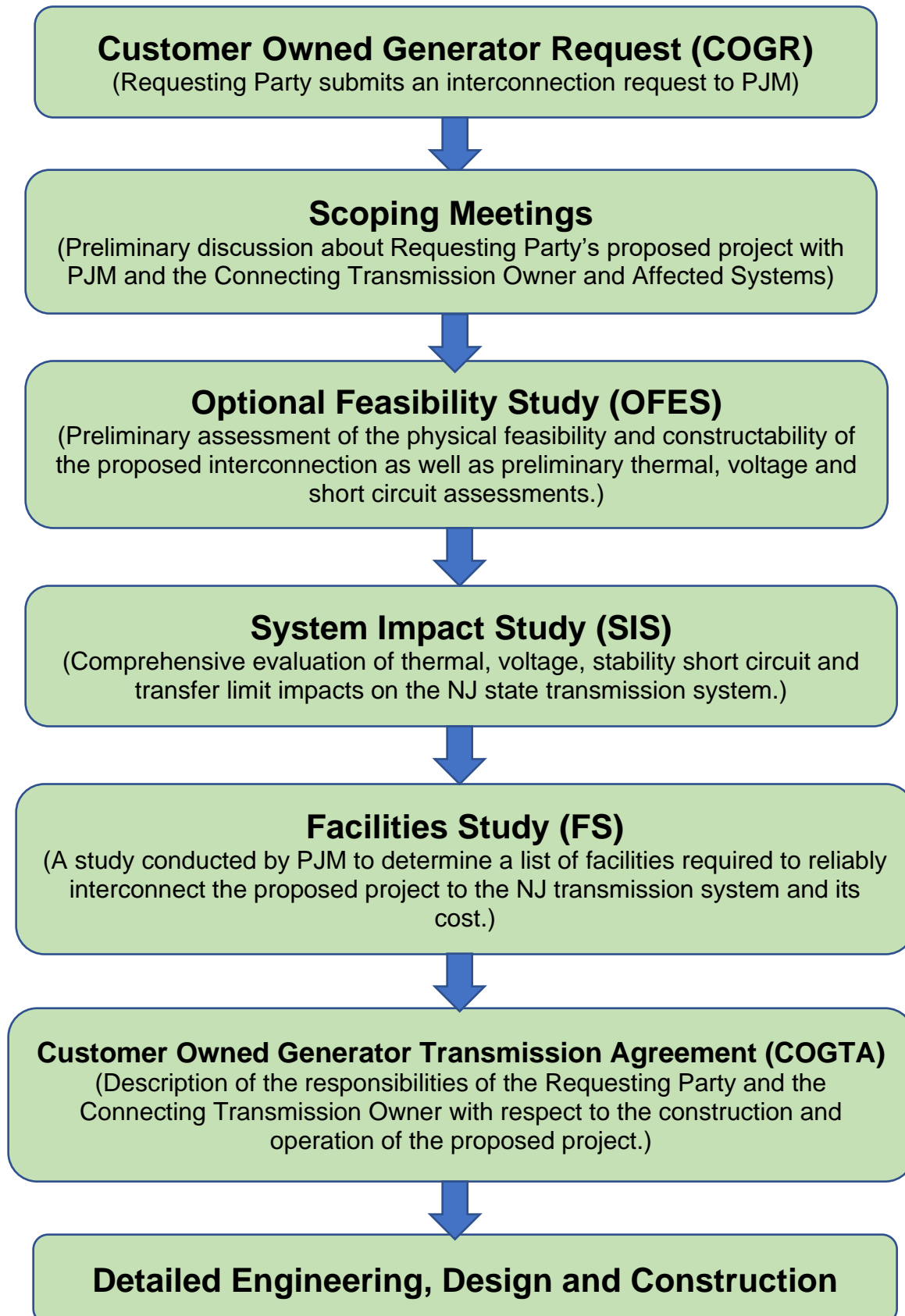




Figure 3: PJM's Manual 14G Process (high-level flow chart)



## GENERAL REQUIREMENTS

Interconnection of a proposed project to the ORU/RECO electric transmission system must meet all currently established reliability, operational, environmental and safety standards. All interconnection requests shall comply with the requirements of the North American Electric Reliability Corporation (“NERC”), the New York State Reliability Council (“NYSRC”), the Northeast Power Coordinating Council (“NPCC”), the NYISO, Reliability First Corporation (“RFC”) and PJM, as applicable. These requirements are publicly available and can be obtained by contacting the relevant organization.

Developers and/or representatives shall comply with applicable safety laws, building and construction codes including provisions of applicable Federal, State or local safety, health or industrial regulations or codes, as well as the ORU/RECO’s safety practices and requirements.

For issues specific to the ORU/RECO electric transmission system, please contact the following ORU/RECO representatives below:

Roleto Mangonon  
[mangononr@oru.com](mailto:mangononr@oru.com)  
(845) 577-3326  
390 West Route 59  
Spring Valley, NY 10977

Eric Remolona  
[remolonae@oru.com](mailto:remolonae@oru.com)  
(845) 577-3700  
390 West Route 59  
Spring Valley, NY 10977

## **SUBSTATION CONFIGURATIONS (BREAKER ARRANGEMENT)**

At the 69 and 138 kV voltage levels, a proposed project can interconnect to an existing substation, or to a new substation at the location of the developer's/representative's choice.

### **Interconnection at an Existing Substation**

The existing substations at the 69 kV and 138 kV voltage levels are primarily designed with straight bus, breaker and a half, or ring bus configurations. The type of connection to an existing substation would depend on the existing substation configuration which will be determined on a case-by-case basis. All modifications and additions performed shall be designed to comply with the ORU/RECO Transmission and Substation Design Standards and system operational requirements.

ORU/RECO shall specify the relay protection, metering and control systems design at the interconnecting substation as well as upgrades at remote terminal substations including all settings for protective systems that protect ORU/RECO equipment.

### **Interconnection at a New Substation and Transmission Connections**

The developer and/or representative may elect to build interconnection facilities, such as new substations and transmission lines, on Greenfield sites. Under this option, the developer or representative will engineer, design, procure, construct and commission the Greenfield interconnection facilities that will be owned by ORU/RECO. The developer and/or representative shall hire contractors and vendors that will adhere to ORU/RECO's standards/specifications with ORU/RECO's oversight and approval.

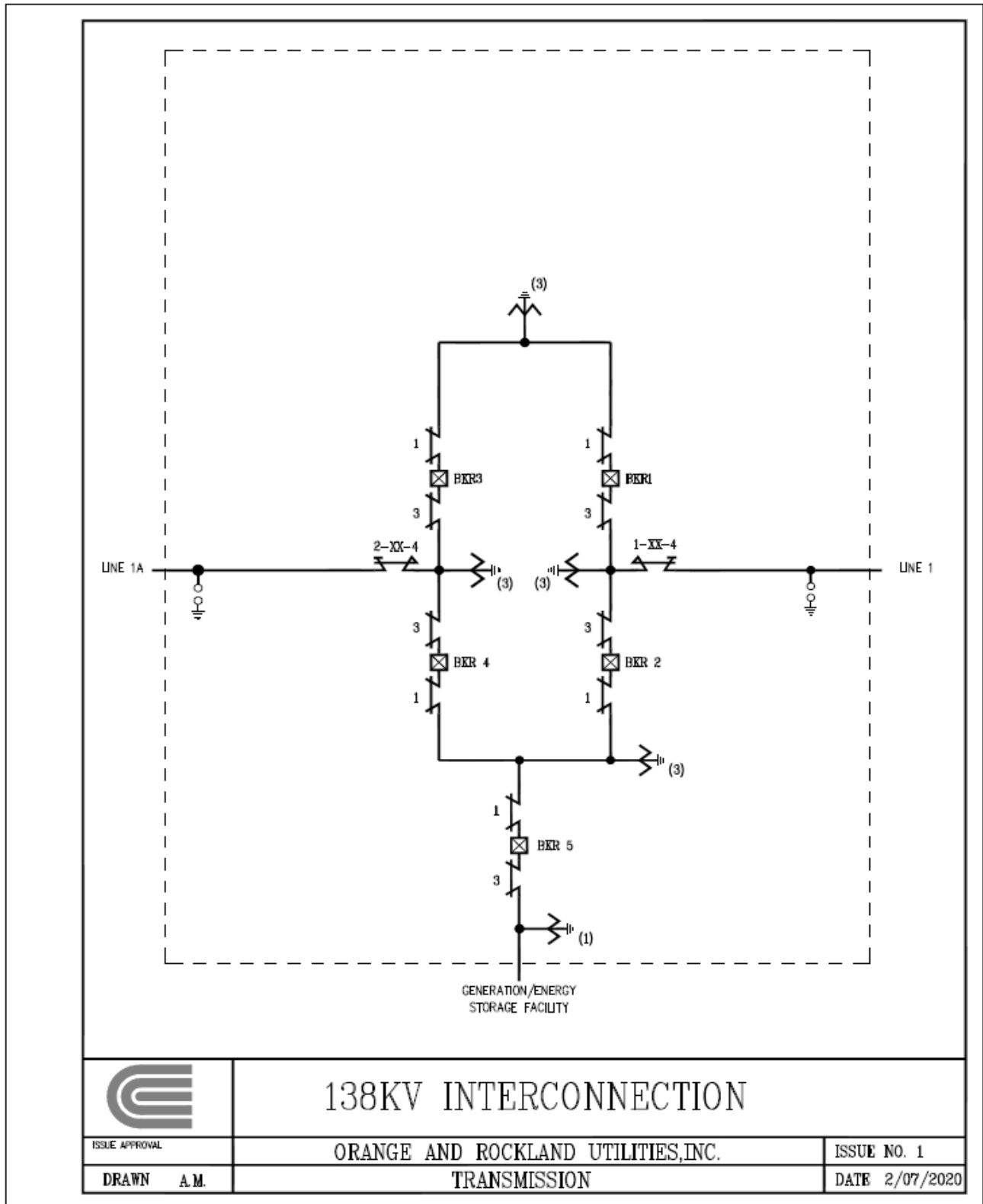
For a proposed project, ORU/RECO shall specify the protection system design and provide all settings for protective systems that protect the ORU/RECO equipment.

The developer and/or representative shall coordinate the schedule for its work with ORU/RECO so that its requests for oversight/approval are matched with available ORU/RECO resources.

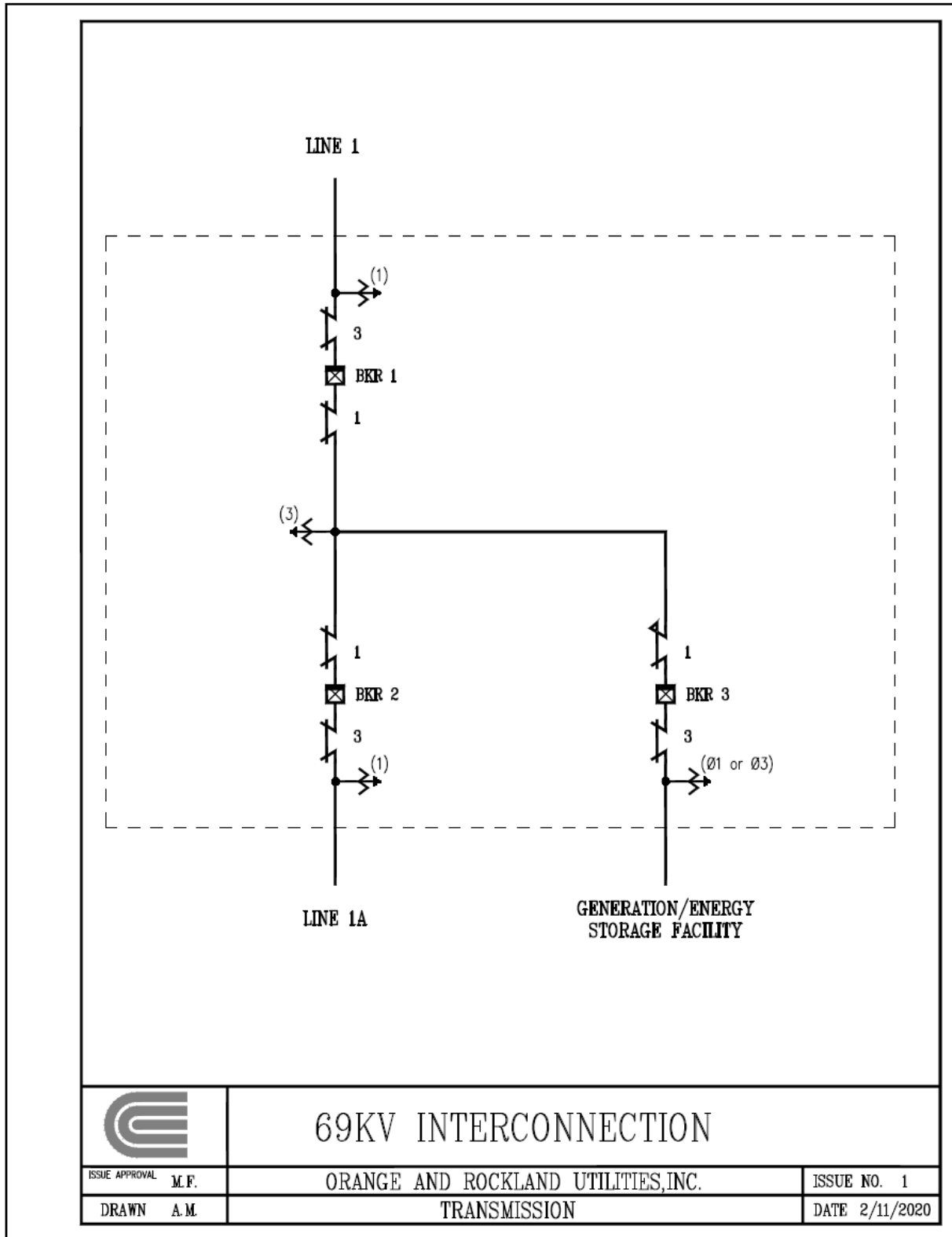
Connection to the ORU/RECO's 138 kV system shall be made using ring bus configuration. A four (4) breaker ring bus shall be used when interconnecting to a single transmission line (see **Figure 4**). If more than one transmission line is affected, the number of circuit breakers in the ring bus will be adjusted accordingly.

A proposed project's connection to the ORU/RECO's 69 kV system shall be made using a three (3) circuit breaker configuration (see **Figure 5**). If two (2) or more lines are affected, a ring bus configuration shall be used (see **Figure 6**).

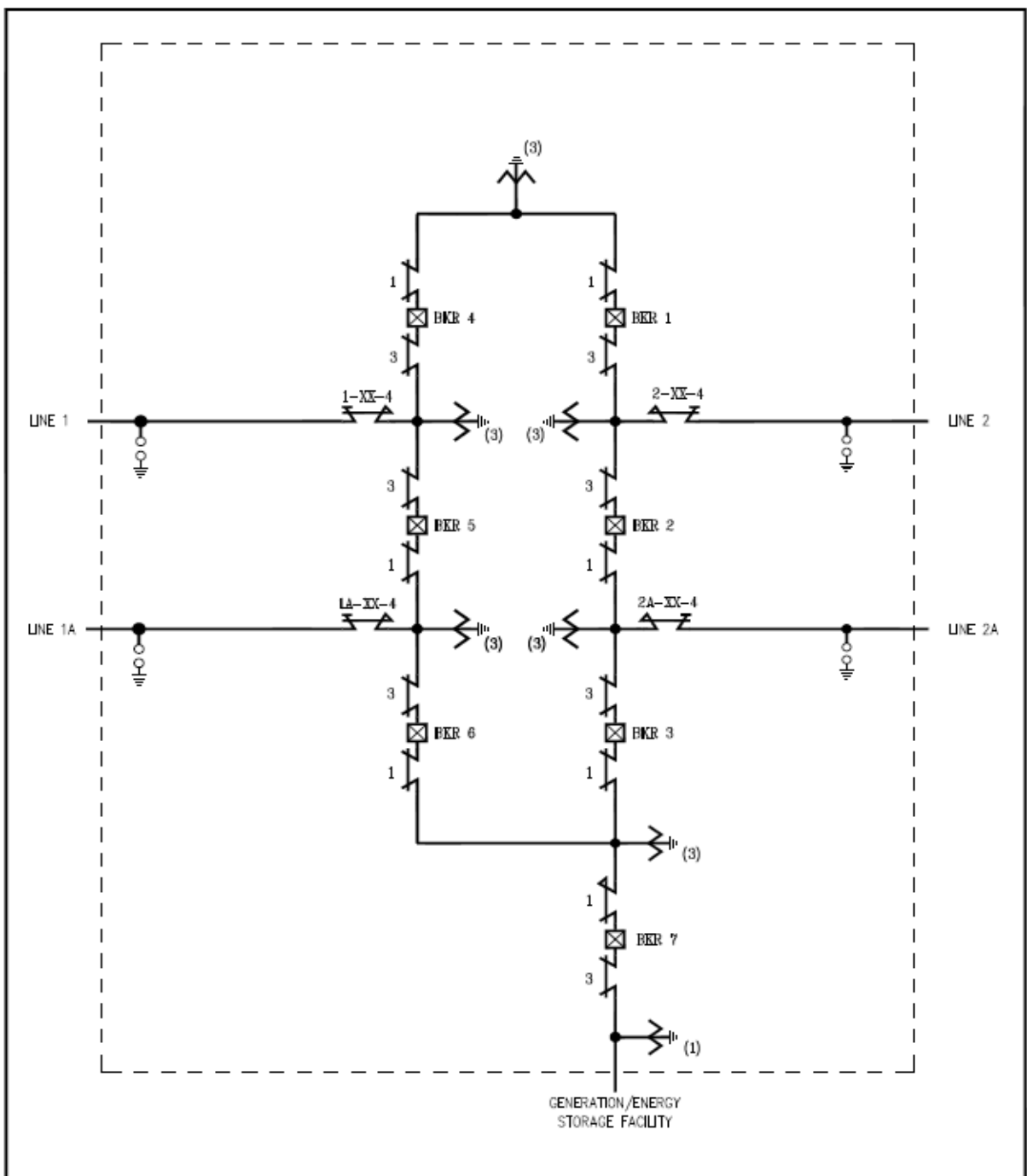
**Figure 4: Generating Facilities and Transmission Projects Connecting to a 138-kV Transmission Line**




**Figure 5: Generating Facilities and Transmission Projects Connecting to a 69 kV Transmission Line**



**Figure 6: Generating Facilities and Transmission Projects Connecting to a Double 69 kV/138 kV Transmission Line**



		69/138KV 2 LINE INTERCONNECTION	
		ORANGE AND ROCKLAND UTILITIES, INC.	
ISSUE APPROVAL		ISSUE NO. 1	
DRAWN A.M.		TRANSMISSION	
		DATE 2/11/2020	

## **DEVELOPER RESPONSIBILITIES**

For a proposed project, the developer and/or representative shall suggest one or more points of interconnection (“POI”) for evaluation. ORU/RECO will review the feasibility of the suggested POIs but will not be obligated to recommend a particular POI. One-line diagrams provided by the developer and/or representative shall show the transmission lines on the one-line diagrams by following the above substation configurations.

Any developer and/or representative proposing to expand an existing ORU/RECO substation shall clearly identify the bus section to which their Attachment Facilities will be connected, the isolating circuit breakers and disconnect switches. Any developer and/or representative proposing to expand or modify an existing substation shall identify the existing equipment in black and the new equipment in red. There may be instances when ORU/RECO considers expansion of an existing substation impractical due to a limited available additional footprint area (e.g., the site is surrounded by wetlands).

The final substation design shall also consider the possibility that a device or piece of equipment proposed to be installed may fail. The design of the interconnection, and construction and installation of the associated equipment, shall be done so that a potential failure will disrupt the station to the least possible extent and will not jeopardize the station or system reliability. Particular attention should be given to the space requirements for on-site repair, maintenance activities of existing equipment, and safe removal of any failed equipment.

The technical requirements for transmission substation design can be found in the latest version of **ORU-ENGR-06B – FACILITY INTERCONNECTION REQUIREMENTS** (see **Appendix B** of this Informational Kit for the Request Form).



## ORU/RECO ADDITIONAL REQUIREMENTS

Upon submission of a valid interconnection request to either the NYISO or PJM, ORU/RECO will allow a developer or representative supervised access to the desired interconnecting substation for the purpose of site visit and technical evaluation. ORU/RECO will grant access only after a developer or representative has executed the Non-Disclosure Agreement (“NDA”), a copy of which is attached as **Appendix A**.

In some instances, ORU/RECO will provide the developer and/or representatives of substation equipment photographs that will assist them in developing their lay-out and equipment design at the POI. These photographs constitute confidential information and should be treated as such.

The NYISO or PJM shall determine the designation of, and the costs for, System Upgrade Facilities (“SUFs”) and Attachment Facilities for generating facilities and transmission interconnections for a proposed project during the Facilities Study and Class Year Cost Allocation, consistent with the NYISO OATT or PJM OATT, as applicable. ORU/RECO will provide the cost estimate for the required local SUFs and Connecting Transmission Owner Attachment Facilities only during the Facilities Study Stage of the interconnection process.

## REQUEST OF THE FACILITY INTERCONNECTION REQUIREMENTS

Developers and/or representatives may request the latest version of **ORU-ENGR-06B** as a reference in performing the preliminary design and analyses for their proposed interconnection projects. Upon the receipt of a valid interconnection request by NYISO or PJM, developer and/or representatives shall fill out the Facility Interconnection Requirements Request Form (see **Appendix B**). The Request Form along with a copy of the NDA (see **Appendix A**) can be submitted to (via regular mail, fax or e-mail):

To: Chief Engineer, Transmission and Substation Engineering  
Orange and Rockland Utilities, Inc.  
390 West Route 59  
Spring Valley, NY 10977  
Fax: (845) 577-3720  
E-mail:

Please note that **ORU-ENGR-06B** does not constitute the complete list of ORU/RECO standards that may be relevant to the required type of interconnection design.

## REFERENCES

1. Small Generator Interconnection Procedure (NYISO OATT 32 Attachment Z)
  2. Standard Large Facility Interconnection Procedure (NYISO OATT 32 Attachment X)
  3. Transmission Interconnection Procedure (NYISO OATT 32 Attachment P)
  4. Generation Interconnection Requests (PJM Manual 14G)
  5. Upgrade and Transmission Interconnection Requests (PJM Manual 14E)
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## APPENDICES

Appendix A: Non-Disclosure Agreement

Appendix B: Facility Interconnection Requirements Request Form

# APPENDIX A: NON-DISCLOSURE AGREEMENT

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This Confidentiality Agreement, dated as of \_\_\_\_\_, 20\_\_, is by and between Orange and Rockland Utilities, Inc. (“O&R”) and \_\_\_\_\_, Inc. (the “RECEIVING PARTY”). O&R and the RECEIVING PARTY are referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, O&R has, or has available to it, certain reports, data, documents and other information relating to \_\_\_\_\_ (the “PROJECT”), all of which reports, data, documents and other information O&R considers to be sensitive and confidential and is referred to herein as “CONFIDENTIAL INFORMATION”;

**WHEREAS**, the RECEIVING PARTY is interested in receiving CONFIDENTIAL INFORMATION so that it may review and analyze the CONFIDENTIAL INFORMATION in connection with its potential interest in the PROJECT or some portion thereof (the “WORK”); and

**WHEREAS**, O&R may be willing to disclose CONFIDENTIAL INFORMATION to the RECEIVING PARTY pursuant to the restrictions, protections and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION shall include (a) drawings, specifications, reports, documents, schematics, and information that O&R provides and/or makes available for review in any form or media (including oral, electronic or written) and whether or not marked or identified as confidential, (b) all copies of all such reports, documents and information, and (c) all other media that contain such CONFIDENTIAL INFORMATION, including any extracts, compilations, studies or other documents based upon or derived from CONFIDENTIAL INFORMATION.
2. The RECEIVING PARTY shall: (a) hold CONFIDENTIAL INFORMATION in strict confidence, (b) not disclose CONFIDENTIAL INFORMATION to any other person, firm or corporation (including but not limited to parents, subsidiaries, or affiliates of the RECEIVING PARTY), (c) not use CONFIDENTIAL INFORMATION other than in connection with the WORK, (d) limit reproduction of CONFIDENTIAL INFORMATION to the extent required for the WORK, (e) store CONFIDENTIAL INFORMATION in a secure location that is not accessible to any person or entity not authorized to receive the CONFIDENTIAL INFORMATION under the provisions hereof, and (f) otherwise use at least the same degree of care to avoid publication or dissemination of CONFIDENTIAL INFORMATION as it employs (or would employ) with respect to its own confidential information which it does not (or would not) desire to have published or disseminated, but not less than reasonable care. O&R, at any time, shall have the right to request adequate assurances that the foregoing restrictions and protections concerning CONFIDENTIAL INFORMATION are being observed and the RECEIVING PARTY shall be obligated to provide O&R with the requested adequate assurances.

3. Notwithstanding the provisions of paragraph 2 hereof, the RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to its directors, officers, and employees, (collectively, "Agents") who have a legitimate "need to know" such CONFIDENTIAL INFORMATION in connection with the WORK, provided that each such Agent first: (i) is advised by the RECEIVING PARTY of the sensitive/confidential nature of such CONFIDENTIAL INFORMATION; and (ii) is caused by the RECEIVING PARTY to agree to be bound by and observe the provisions of this Confidentiality Agreement as though the Agent were the RECEIVING PARTY. In addition, the RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to its subcontractors (or its potential subcontractors where disclosure of CONFIDENTIAL INFORMATION to the RECEIVING PARTY is in connection with the RECEIVING PARTY submitting and/or evaluating whether to submit a bid, proposal or offer to perform work relating to the WORK) consultants, and potential or actual investors in the Project (collectively, "Representatives") who have a legitimate "need to know" such CONFIDENTIAL INFORMATION in connection with the WORK, provided that each such Representative first: (i) is advised by the RECEIVING PARTY of the sensitive/confidential nature of such CONFIDENTIAL INFORMATION; (ii) is caused by the RECEIVING PARTY to agree to be bound by and observe the provisions of this Confidentiality Agreement as though the Representative were the RECEIVING PARTY; and (iii) enters into a letter agreement with the RECEIVING PARTY in the form attached hereto as Exhibit A. The RECEIVING PARTY shall be responsible to O&R for any act or omission of the RECEIVING PARTY's Agents and Representatives which, if committed by the RECEIVING PARTY, would constitute a breach of this Confidentiality Agreement.
4. Notwithstanding the provisions of paragraph 2 hereof, in the event that the RECEIVING PARTY or its Agents or Representatives, pursuant to applicable law or regulation or a court or regulatory order or a subpoena, is requested or required to disclose any CONFIDENTIAL INFORMATION, the RECEIVING PARTY shall provide O&R with prompt written notice of such request or requirement in order to enable O&R to consult with the RECEIVING PARTY with regard to the steps that may be taken by O&R to reduce the extent of CONFIDENTIAL INFORMATION that must be disclosed and/or to enable O&R to seek an appropriate protective order or other remedy reducing the extent of Confidential Information that must be disclosed. In any event, the RECEIVING PARTY shall cause the RECEIVING PARTY and its Agents and Representatives to disclose only such CONFIDENTIAL INFORMATION which they are advised by legal counsel is legally required in order to comply with such applicable law or regulation or a court or regulatory order or a subpoena (as such may be affected by any protective order or other remedy obtained by O&R) and the RECEIVING PARTY shall cause the RECEIVING PARTY and its Agents and Representatives to use reasonable efforts to ensure that all CONFIDENTIAL INFORMATION that is so disclosed will be accorded confidential treatment.
5. Within ten days after the earliest of (a) completion of the WORK, or (b) O&R's written demand, the RECEIVING PARTY shall: (i) destroy and cause its Agents and Representatives to destroy all copies of the CONFIDENTIAL INFORMATION including all copies of all documents and of all other media that contain any CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECEIVING PARTY or its Agents or Representatives based on or derived from CONFIDENTIAL INFORMATION (but excluding any such extracts, compilations, studies or other documents that were so prepared to the extent they were included in documents submitted to the board of directors of the RECEIVING PARTY or of its Representative in connection with the WORK or are required by law to be maintained by the RECEIVING PARTY or its Agents and Representative, in which case they may be retained by the RECEIVING PARTY or the subject Agent or Representative, as applicable, in a confidential manner and otherwise subject to the provisions of paragraph 2 hereof); (ii) certify to O&R that the destruction by the RECEIVING PARTY and its Agents and Representatives required by clause (i) immediately above has occurred by having a duly authorized officer of the RECEIVING PARTY (or, if the RECEIVING PARTY is not a corporation or other entity with officers, then the RECEIVING

PARTY shall have an authorized person of similar position and authority in the RECEIVING PARTY) complete, execute and deliver to O&R (at the address for O&R pursuant to paragraph 9 hereof) a certification in the form attached hereto as Exhibit B; and (iii) obtain substantially similar certifications from its Agents and Representatives and maintain them on file. Compliance with this paragraph shall not relieve the RECEIVING PARTY from compliance with the other provisions of this Confidentiality Agreement.

6. Nothing in this Confidentiality Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly, implicitly or otherwise, under any patents, copyrights or trade secrets of O&R. Nothing in this Confidentiality Agreement shall be construed as requiring the disclosure of any CONFIDENTIAL INFORMATION. No rights or obligations other than those expressly stated herein shall be implied from this Confidentiality Agreement. In particular, no obligation to perform any work or project or to enter into any business relationship shall be deemed to exist by virtue of this Confidentiality Agreement.
7. The RECEIVING PARTY and its Agents and Representatives shall not be relieved of their obligations hereunder with respect to any CONFIDENTIAL INFORMATION by reason of its availability to the public by publication or otherwise at any time and regardless of whether it was available to the public before or after it was disclosed pursuant to this Confidentiality Agreement.
8. The Parties acknowledge that disclosure or misuse of CONFIDENTIAL INFORMATION in violation of this Confidentiality Agreement may result in irreparable harm to O&R, the amount of which may be difficult to ascertain and which could not be adequately compensated by monetary damages, and that therefore O&R is entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Confidentiality Agreement. Such right of O&R shall be in addition to the remedies otherwise available at law and in equity, including monetary damages. The RECEIVING PARTY agrees to waive any requirement for the securing or posting of any bond or other security in connection with O&R obtaining any such injunctive or other equitable relief.

9. All notices and other correspondence hereunder shall be in writing and shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service as follows:

If to the RECEIVING PARTY:

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If to O&R:

Orange and Rockland Utilities, Inc.  
590 West Route 59  
Spring Valley, NY 10977  
ATTN: Mr. Rollie Mangonon

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other party by written notice given pursuant hereto.

10. The RECEIVING PARTY irrevocably submits to the jurisdiction of the courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Confidentiality Agreement. The RECEIVING PARTY agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to the RECEIVING PARTY at the address for the RECEIVING PARTY pursuant to paragraph 9 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this paragraph, there would be no jurisdictional basis for such service. The RECEIVING PARTY agrees that service of process on it may also be effected in any manner permitted by law. The RECEIVING PARTY consents to the selection of the New York State and United States courts within Rockland or Orange County, New York and Bergen County, New Jersey as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Confidentiality Agreement.
11. This Confidentiality Agreement shall be interpreted and the rights and obligations of the parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
12. This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Confidentiality Agreement and copies of signatures on this Confidentiality Agreement, including any such copies delivered by facsimile, shall be treated for all purposes as originals.



13. This Confidentiality Agreement may not be amended or modified except in writing signed by both Parties.
14. This Confidentiality Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party; provided, however, that this Confidentiality Agreement may not be assigned by a Party without the prior written consent of the other Party and any purported assignment without such consent shall be void.
15. This Confidentiality Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written agreements or understandings with respect to such subject matter are merged herein.
16. This Confidentiality Agreement shall be construed as to its fair meaning and not strictly for or against either Party.
17. No portion of this Confidentiality Agreement is binding upon a Party until it is executed on behalf of that party in the space provided below and delivered to the other Party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a "draft" document, shall have any binding effect on a Party.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Confidentiality Agreement as of the date first above written.

Orange and Rockland Utilities, Inc.

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

[Exhibit A]

[insert date]

[insert name and address of the party – the Representative – to whom disclosure of Confidential Information is desired]

Dear [insert contact person for Representative]:

This letter agreement (“Agreement”) between \_\_\_\_\_ (the “RECEIVING PARTY”) and [insert the name of the other party to this letter agreement, i.e., the Representative to whom the RECEIVING PARTY wishes to disclose Confidential Information] (the “Representative”) confirms that the Representative agrees to comply with and be bound by the provisions of the Non-Disclosure Agreement between Orange and Rockland Utilities, Inc. (“O&R”) and the RECEIVING PARTY dated \_\_\_\_\_, 20\_\_ (as the same from time to time may have been or hereinafter may be amended, the “Non-Disclosure Agreement”) as though the Representative had executed the Non-Disclosure Agreement with O&R. O&R shall be a third-party beneficiary of this Agreement and shall be entitled to enforce this Agreement.

This Agreement shall be interpreted and the rights and obligations hereunder determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered by facsimile, shall be treated for all purposes as originals.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Accepted And Agreed To:

[insert name of the Representative]

By: Name:  
Title:

[Exhibit "B"]

**CERTIFICATION**

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To: Orange and Rockland Utilities,  
Inc. ("O&R")

Reference is made to the Non-Disclosure Agreement between O&R and \_\_\_\_\_ (the "RECEIVING PARTY") dated \_\_\_\_\_, 20\_\_ (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Pursuant to the Agreement, the RECEIVING PARTY hereby certifies the following to be true:

- (i) the RECEIVING PARTY has destroyed and has caused each of its Agents and Representatives to destroy all copies of the CONFIDENTIAL INFORMATION including all copies of all documents and of all other media that contain any CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECEIVING PARTY, its Agents or its Representatives based on or derived from CONFIDENTIAL INFORMATION (but excluding any such extracts, compilations, studies or other documents that were so prepared to the extent they were included in documents submitted to the board of directors of the RECEIVING PARTY or of its Representative in connection with the WORK or are required by law to be maintained by the RECEIVING PARTY or its Representative, in which case they may be retained by the RECEIVING PARTY or such Representative, as applicable, in a confidential manner and otherwise subject to the provisions of paragraph 2 of the Agreement); and
- (ii) the RECEIVING PARTY has obtained from each of its Representatives a certification substantially similar to this certification.

\_\_\_\_\_

By: Name:

Title:

Date:

**APPENDIX B:**  
**FACILITY INTERCONNECTION REQUIREMENTS (ORU-ENGR-06B)**  
**REQUEST FORM**

---

To: Chief Engineer, Transmission and Substation Engineering  
Orange and Rockland Utilities, Inc.  
390 West Route 59  
Spring Valley, NY 10977  
E-mail:  
Fax: (845) 577-3720

From: [Developer Representative]:  
[Company Name]:  
[Mailing Address]:  
[Phone No.]:  
[E-mail address]:

NAME OF PROJECT: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_

LOCATION OF PROJECT: \_\_\_\_\_  
\_\_\_\_\_

SIZE OF PROJECT (MW): \_\_\_\_\_

PROPOSED POI: \_\_\_\_\_

QUEUE#: \_\_\_\_\_