

Environmental Community Education and Outreach Agreement

This Agreement is made and entered into as of the date of the last signature below ("Effective Date") by and between the City of New Rochelle (the "City") and Sustainable Westchester, Inc. ("SW") (both City and SW may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), relates to certain services to be rendered by SW as is more fully described below.

Whereas, the City desires to bring its residents and businesses the benefits of energy efficiency, renewable energy and other sustainability related initiatives;

Whereas SW provides community education focused on energy and environmental sustainability and operates programs including Community Solar, Grid Rewards, Commercial Clean Heating and Cooling, Westchester Power, and Recycle Right that bring environmental benefits and may offer savings.

Whereas City wishes to retain SW to provide community education and offer its programs to residents and businesses in the City in accordance with the terms and conditions of this Agreement and its exhibits attached hereto.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Description of Services.

SW will perform the services described in the Statement of Work attached hereto as Exhibit A and made a part hereof (the "Services") in accordance with a proposed budget attached hereto as Exhibit B ("Proposed Budget") and made a part hereof, which details the expenses to be incurred in performing the Services.

It is understood that SW may retain the services of other companies or entities, upon advance written approval by the City, such as an energy coach or graphic designer, to carry out some of the Services. Such companies or entities shall be subject to all of the terms of this Agreement. Additional services, if any, may be provided by SW if agreed upon by the Parties in writing.

2. Compensation

- a. In consideration of the Services to be rendered, City will pay SW up to a maximum of \$30,000 in accordance with the Proposed Budget.
- b. In no case shall compensation paid by City exceed the total project expenses as set forth in Exhibit B, except if approved by City in advance in writing.
- c. Payment will be made for work identified in the budget and based upon submitted invoices which shall detail the work performed. City shall process

and, if in order, pay such invoices within forty-five (45) days of receipt.

3. Term.

The Parties agree that this Agreement shall be effective retroactive to start on January 1, 2023 and shall remain in full force and effect until December 31, 2023 (the "Term"), subject to earlier termination as provided in Paragraph " 4" below.

4. Termination.

During the Term, either Party may terminate this Agreement upon the happening of any of the following events (each a " Termination Event") by providing written notice to the other Party:

- a. A material breach by either Party, provided that written notice is given by the non--breaching Party and such breach continues for thirty (30) days thereafter without remedy;
- b. An action commenced against either Party for an assignment for the benefit of creditors or the appointment of a receiver;
- c. The filing of a petition by or against either Party under any provision of the Bankruptcy Code which is not discharged within sixty (60) days thereafter;
- d. Commencement by or against either Party of any proceeding, suit, or action that seeks reorganization, dissolution, liquidation or adoption of a plan of liquidation or any other action that ceases or threatens to cease the carrying on of business.
- e. The City may terminate this Agreement for any other reason without liability if it determines to be in its best interest upon thirty (30) days written notice.

Upon termination or expiration of this Agreement, City shall pay all outstanding and undisputed invoices and all sums due to SW in relation to the Services performed up to the date of such termination or expiration.

5. Independent Contractor

It is expressly understood and agreed by each Party that SW is acting hereunder as an independent contractor and shall not be considered as having employee status and shall not hold itself, its officers, employees or agents out as employees of the City. SW, its officers, employees and agents shall not be entitled to participate in any of the City's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit programs, nor be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the City. SW agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SW shall not assert any claim for additional benefits of any nature, and shall not be entitled to assert any claim to entitlements pursuant to any collective

bargaining agreement now or hereafter in effect between the City and its employees.

6. Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be in writing by certified mail, return receipt requested and delivered as follows:

SW:

Sustainable Westchester, Inc.
40 Green Street
Mount Kisco, NY 10549
Attention: Jim Kuster, Interim Executive Director

With a copy to:
Daniel Pozin
McCarthy Fingar LLP
11 Martine Avenue, 12th Floor
White Plains, NY 10606

CITY:

City of New Rochelle
515 North Avenue
New Rochelle, NY 10801
Attention: Kevin Kain, Director of Planning & Sustainability

With a copy to:
Dawn M. Warren, Acting Corporation Counsel
515 North Avenue
New Rochelle, NY 10801

Either Party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

7. Compliance with Laws.

SW shall comply with all federal, state and local laws, rules and regulations applicable to the provision of the Services, and shall secure and maintain, at its own cost, all applicable approvals, permits and licenses necessary to carry out the Services required under this Agreement.

8. Records.

Any documents, data, reports or other materials produced in conjunction with this Agreement shall be delivered to and become the property of the City. SW shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the charges for Services, including expenditures and disbursements charged to the City, for a minimum period of six (6) years from the date of final payment to SW under this Agreement or for any longer period required by law. The City may audit and inspect the books and records of SW and its subconsultants pertaining to this Agreement upon ten (10) days written notice to SW.

9. No Interest.

SW represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the Services to be furnished under this Agreement.

10. Insurance.

SW, at its own cost and expense, shall secure and maintain at all times during this Agreement the following minimum limits of insurance:

Workers' Compensation and Employers' Liability New York State Disability Business Automobile Liability	Statutory Limits Statutory Limits \$1,000,000 combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired autos (to be stated on certificate)
Commercial General Liability	\$2,000,000 each occurrence and in the aggregate for bodily injury, personal and advertising injury, and property damage, including contractual liability (to be stated on certificate)
Professional Liability (E&O)	\$1,000,000 per occurrence and in the aggregate

The City of New Rochelle shall be named as an additional insured on SW's commercial general, business automobile, and excess/umbrella liability policies based on the contractual liability. Such additional insured coverage shall be primary and non-contributory to any other insurance (including self-insurance) available to the City. Prior to commencing the Services, SW shall provide certificates of insurance,

endorsements and policy declarations satisfactory to the City. All insurance shall be provided with a minimum of thirty (30) days' written notice to the City of cancellation, reduction of coverage or non-renewal of any such policy. All insurance policies shall be open to inspection by the City and copies of policies shall be submitted to the City's authorized representative upon written request. Consultant shall require its subconsultants to obtain and maintain in full force and effect during the term of this Agreement the required insurance hereunder.

11. Indemnification.

To the fullest extent permitted by law, SW agrees to defend, indemnify and hold the City, its officers, officials, employees and agents, free and harmless from and against any and all direct and third party losses, claims, demands, lawsuits, liabilities, damages, judgments, settlements, liens, fees, costs and expenses of whatever kind (including reasonable attorneys' fees, court costs and disbursements), allegedly arising out of, resulting from or caused by SW's acts, errors or omissions or willful misconduct in the performance of this Agreement or failure to comply with any of the provisions of this Agreement or the law. Such costs and expenses shall include all those incurred in defending any underlying claim and those incurred in connection with the enforcement of this provision by way of cross-claim, third-party claim, declaratory action or otherwise. This provision shall survive the expiration or termination of this Agreement.

12. No Discrimination.

SW shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin or military service in connection with or related to the performance of this Agreement.

13. No Waiver.

The failure of either party to enforce any of their rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any of rights or remedies against the other party, unless such waiver is in writing.

14. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of New York, County of Westchester.

15. Severability

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

16. Entire Agreement.

This Agreement (including all exhibits, schedules and addendum hereto), constitutes the entire agreement of the parties as to the subject matter hereof and may not be modified or changed except in a writing signed by both Parties.


17. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or electronic copy of a party's signature shall be deemed an original and sufficient to bind such party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.



Jim Kuster
Interim Executive Director
Sustainable Westchester, Inc.
Date:



TW

Kathleen Gill
City Manager
City of New Rochelle
Date:

EXHIBIT A: STATEMENT OF WORK

The City of New Rochelle can expect Sustainable Westchester to provide a robust level of programming reflective of the funding supported by Sustainable Westchester staff.

Outcome

- A. substantially increase the number of Community Solar, GridRewards enrollees
- B. provide education and outreach about benefits of SW programs to support the continued increase in adoption of energy savings measures in New Rochelle.

Program Details

- a. Engage an Outreach Coordinator for New Rochelle
- b. Create an umbrella theme/campaign to generate awareness, visibility and ongoing resident and small business engagement and connection to the City's clean energy goals.
- c. Create Sustainable Westchester Community events (virtual and in person) such as: Community Energy information sessions, LED light bulb giveaways & literature drops, a school initiative that could include a contest & prize stipend
 - a. Create Sustainable Westchester four (4) community events (one per Quarter) on environmental literacy, in collaboration with a key constituency group within the city. Events will provide education on: *the reality of climate change, local impact and health implications along with what is clean energy? how to read your bill? and energy savings tips and accessing clean renewable energy programs.*
 - b. Collaborative constituent groups include: City Housing/Affordable Housing entities, Schools (youths/parents), Community Centers & Organizations, Health Centers, Senior Organizations/Centers, Realtors, HOAs, Condo/Coop Boards
- d. Create Community Visibility and Awareness through Established New Rochelle Community Events
 - a. Live and virtual outreach connection for a total of eight (8) events annually to be determined based on target audience attendance and organic fit for the clean energy messaging – tabling, promotion tie-ins, community partner collaboration (as appropriate)
 - b. Amplify New Rochelle's clean energy, environmental and sustainability efforts, events and accomplishments (as appropriate) through Sustainable Westchester's social media channels.
- e. Provide support to the City's sustainability efforts, GreeNR and the Ecology and Natural Resources Advisory Committee (ENRAC) in the following ways:
 - i. Attend City Council meetings based on appropriate/complement agenda items
 - ii. Community networking/training via attendance one (1) designated committee meeting per Quarter
 - iii. Program materials may include: a) social media b) collateral education materials for distribution at key high traffic community venues (e.g. City Hall, local library or community centers)
 - iv. Provide dual language materials to serve a broad resident population

Supporting Milestones

- Identify an Sustainable Westchester outreach point person
- Execute a kick-off meeting with key municipal and community stakeholders to identify key goals, priority constituent segments, community partners, promotional extension opportunities, New Rochelle complement/appropriate events
- Provide press releases and content to hyperlocal media outlets and social media groups to establish communication and opportunities for messaging amplification (such as energy submission content)
- Design an annual outreach plan for 2023
- Create New Rochelle materials, information sessions presentation, collateral/flyers and social media messaging
- Begin campaign execution with broad messaging in the municipality and via appropriate channels
- Create and execute the first (4 of 4 annually) specific Energy Literacy event opportunity
- Attended up to 8 specific New Rochelle established or designed event (8 annually)
- Increase priority of messaging for GridRewards (through collateral, press) based on enrollment timing of April 1.
- Attend up to eight (8) Sustainability Committee meetings
- Attend up to four (4) City Council meeting (**as appropriate**)
- Provide solution message emphasis based on timing/appropriateness (e.g. Westchester Power, Grid Rewards) and seasonality (e.g. Earth Month, October Energy Awareness month)
- Increase local presence through on site opportunities, media outlets and promotional partners

EXHIBIT B: BUDGET

- Total Contract Fee for January 2023 - December 2023: \$30,000
- Twelve equal payments of \$2,500.00 (paid monthly)
- The first payment is due upon signature



SUSTWES-01

MSEGRETI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Allan M. Block Agency, Inc. 24 South Broadway Tarrytown, NY 10691	CONTACT NAME: PHONE (A/C, No, Ext): (914) 631-4353 FAX (A/C, No): (914) 631-2930 E-MAIL ADDRESS: sales@allanblockinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Alliance of Nonprofits for Insurance	NAIC # 10023
INSURED Sustainable Westchester Inc 40 Green Street Mt Kisco, NY 10549	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			2022-40512	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Liquor - ECC \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-40512	6/27/2022	6/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2022-40512-UMB	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			2022-40512	6/27/2022	6/27/2023	Per Cim & Agg Lmt 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of New Rochelle, and its elected and appointed officials, officers, employees and agents is included as an Additional Insured if required by written contract. Coverage is applied on a Primary & Non-Contributory Basis. Thirty (30) Day Notice of Cancellation applies.

CERTIFICATE HOLDER City of New Rochelle 515 North Avenue New Rochelle, NY 10801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>SUSTAINABLE WESTCHESTER, INC. 40 GREEN ST MOUNT KISCO, NY 10549-2306</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 35-2397750</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>CITY OF NEW ROCHELLE 515 NORTH AVENUE NEW ROCHELLE, NY 10801</p>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co. of North America</p> <p>3b. Policy Number of Entity Listed in Box "1a" C5159163A</p> <p>3c. Policy effective period 10/01/2022 to 10/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lynne Boone
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 10/5/2022
(Signature) (Date)

Title: Assistant Program Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-721-6248

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov



CERTIFICATE OF INSURANCE COVERAGE

Under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>SUSTAINABLE WESTCHESTER, INC. 40 GREEN ST MOUNT KISCO NY 105492306</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>(914) 242-4725</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>35-2397750</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of New Rochelle 515 North Avenue New Rochelle, NY 10801</p>	<p>3a Name of Insurance Carrier</p> <p>HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY</p> <p>3b Policy Number of Entity Listed in Box "1a"</p> <p>LVNY713000956</p> <p>3c Policy effective period</p> <p>10/01/2022 TO 09/30/2023</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed **10/03/2022** *Elizabeth Tello*
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello -- Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
 (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____



Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	City of New Rochelle 515 North Avenue New Rochelle, NY 10801
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A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

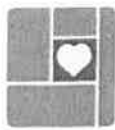
This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER:

Gateway Specialty Insurance
1170 Devon Park Drive
Wayne, PA 19087

POLICY NUMBER: 2022-40512-UMB

RENEWAL OF NUMBER: 2021-40512-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Sustainable Westchester, Inc.
40 Green Street
Mount Kisco, NY 10549

Item 2 POLICY PERIOD:

FROM 6/27/2022 TO 6/27/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION:

Green consulting programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$1,200

Item 4 LIMITS OF INSURANCE:

- a. Occurrence / Accident / Injury / Claim Limits (where applicable): 2,000,000
 - i) Each Occurrence - Commercial General Liability and Products-Completed Operations Liability
 - ii) Each Accident - Business Auto Liability
 - iii) Each Claim - Employee Benefits Liability
- b. Each Claim - Directors and Officers Liability Excluded
- c. Each Claim - Improper Sexual Conduct and Physical Abuse Liability Excluded
- d. Each Claim - Social Service Professional Liability Excluded

Aggregate limits:

- e. Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, and Employee Benefits Liability Aggregate (where applicable): 2,000,000
- f. Directors and Officers Liability Aggregate Excluded
- g. Improper Sexual Conduct and Physical Abuse Liability Aggregate Excluded
- h. Social Service Professional Liability Aggregate Excluded

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):

ANI-E003 UMB 08 20, ANI-E180 UMB 01 21, ANI-E253 UMB 08 21, ANI-RRG-E42 UMB 09 19, CU 21 33 01 15, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

BY *Samuel E. D.*

(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 5/18/2022

ANI - RRG - UMB



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NONPROFITS FOR
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RISK RETENTION GROUP (ANI)**

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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2022-40512-UMB

CONTROL NUMBER: 40512

NAME OF INSURED: Sustainable Westchester, Inc.

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist (Does not include:Terrorism Coverage - Certified Acts)	ANI-RRG 2022-40512 N/A	06/27/2022 to 06/27/2023
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$2,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises) (Does not include:Terrorism Coverage - Certified Acts)	ANI 2022-40512	06/27/2022 to 06/27/2023
(C) Social Service Professional Liability	Each Occurrence Limit N/A Aggregate Limit N/A	N/A N/A	
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A	N/A N/A	
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A	N/A N/A	
(G) Liquor Liability	Each Common Cause Limit N/A Aggregate Limit N/A	N/A N/A	
(H) Employee Benefits Liability	Each Employee N/A Aggregate Limit N/A	N/A N/A	



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ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)
www.insurancefornonprofits.org

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-40512-UMB

NAME OF INSURED: Sustainable Westchester, Inc.

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Member Criteria	ANI-E003 UMB 08 20
Communicable Disease - Exclusion	ANI-E180 UMB 01 21
Workers' Compensation - Exclusion	ANI-E253 UMB 08 21
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 UMB 09
Exclusion of Terrorism	CU 21 33 01 15
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Policy	UMB-100 05 21
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

City of New Rochelle
Department of Development

MEMORANDUM

To: Kathleen Gill, City Manager

Thru: Adam Salgado, Commissioner of Development

From: Nicholas Sioufas, Sustainability Coordinator

Date: January 27, 2023

Subject: Sustainable Westchester Environmental Education and Community Outreach Program

Introduction:

Since 2013, city policy has been to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change and advance a clean energy economy through the establishment of a local Energy Improvement Corporation (“EIC”) (Local Law CNR Chapter 284-1). Since 2017, the city and the locally chartered EIC (now named Sustainable Westchester) has provided community outreach and environmental education services in order to promote energy efficiency and renewable energy in the community (see Energize NY residential Program Subcontractor Agreement)—originally for the ENERGIZE program and now only for the Community Solar and GridRewards™ EIC programs.

Recommendation:

Given New Rochelle’s climate and sustainability policies, staff recommends continued partnership with Sustainable Westchester for the Environmental Education and Community Outreach Program.

City of New Rochelle, N.Y.

Introduced On: 6/4/13; P.H. 7/9/13

Introduced By:

Held:

Adopted:

No. Local Law No. 1 - 2013

Moved: Council Members Louis J. Trangucci, Albert A. Tarantino, Jr., Jared R. Rice
(and) Ivar Hyden, Barry R. Fertel

Seconded: Shari B. Rackman, and Mayor Noam Bramson

Dist	Member	Yeas	Nays	Abstain	Absent
1st	Trangucci	✓			
2nd	Tarantino	✓			
3rd	Rice	✓			
4th	Hyden	✓			
5th	Fertel	✓			
6th	Rackman	✓			
Mayor	Bramson	✓			

Approved As To Form: [Signature]

Corporation Counsel

LOCAL LAW NO. 1

SUBJECT OR TITLE }

A LOCAL LAW, INTRO NO. 1 TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM IN THE CITY OF NEW ROCHELLE.

BE IT ORDAINED by the City of New Rochelle as follows:

Section 1. The Code of the City of New Rochelle is hereby amended by adding a new Chapter 284 entitled "Sustainable Energy Loan Program", to read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A. It is the policy of both the City of New Rochelle and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of New Rochelle finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation ("EIC"), a local development corporation, acting on behalf of the City of New Rochelle, to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this chapter and fulfilling an important public purpose.
- B. The City of New Rochelle is authorized to implement this Energize NY Benefit Financing Program pursuant to Article 5-L of the New York General Municipal Law.
- C. This chapter shall be known and may be cited as the "Energize NY Benefit Financing Program Law of the City of New Rochelle".

§2. Definitions

Authenticated and certified this

16th day of July 20 13

6/4/13

[Signature]
Mayor
[Signature]
City Clerk

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For purposes of this chapter, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Authority – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the public authorities law, or its successor.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the City of New Rochelle to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this chapter) and providing for repayment of such funds from monies collected by the City of New Rochelle tax collector as a charge to be levied on the real property and collected in the same manner and same form as the City of New Rochelle taxes.

Energy Audit – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

Energy Efficiency Improvement – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

Qualified Property Owner – An owner of residential or commercial real property located within the boundaries of the City of New Rochelle that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this chapter.

Renewable Energy System – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

Renewable Energy System Feasibility Study – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

§3. Establishment of an Energize NY Benefit Financing Program

- A. An Energize NY Benefit Financing Program is hereby established by the City of New Rochelle, whereby EIC acting on its behalf, may provide funds to Qualified Property Owners in accordance with the procedures set forth under this chapter, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.
- B. The funds provided shall not exceed the lesser of ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

§4. Procedures for eligibility

- A. Any property owner in the City of New Rochelle may submit application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of New Rochelle offices.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the City of New Rochelle, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in subsection A of section 5 of this chapter. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the City of New Rochelle, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this chapter; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

§5. Application criteria

- A. Upon the submission of an application, EIC acting on behalf of the City of New Rochelle, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:
 - 1. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective by the Authority;
 - 2. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems will generate an estimated annual cost savings greater than the annual charge payments;

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3. Sufficient funds are available to provide to the property owner;
4. The property owner is current in payments on any existing mortgage;
5. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and
6. Such additional criteria, not inconsistent with the criteria set forth above, as the City of New Rochelle, or EIC acting on its behalf, may deem appropriate.

§6. Opt-in, Energize Finance Agreement

- A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an Energize Finance Agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the City of New Rochelle.
- B. Upon execution of the Energize Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of the City of New Rochelle, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of section 7 of this chapter have been met.
- C. The Energize Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this chapter.

§7. Energy audit, renewable energy system feasibility study

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.
- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

§8. Terms and conditions of repayment

The Energize Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the City of New Rochelle, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on their City of New Rochelle tax bill and shall be levied and collected at the same time and in the same manner as City of New Rochelle property taxes, provided that such

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charge shall be separately listed on the tax bill. The City of New Rochelle shall make payment to EIC or its designee in the amount of all such separately listed charges within 30 days of the City of New Rochelle tax due date.

- B. The term of such repayment shall be determined at the time the Energize Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the City of New Rochelle.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the City of New Rochelle at the time the Energize Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

§9. Verification and report

- A. EIC shall be responsible for verifying and reporting to the City of New Rochelle on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such program.
- B. The City of New Rochelle shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Authenticated and certified)
this 16th day of July, 2013)

NOAM BRAMSON, Mayor
BENNIE F. GILES, III, City Clerk

City of New Rochelle, N.Y.

Introduced On: 6/4/13; P.H. 7/9/13

Introduced By:

Held:

Adopted:

No. Local Law No. 1 - 2013

Moved: Council Members Louis J. Trangucci, Albert A. Tarantino, Jr., Jared R. Rice
(and) Ivar Hyden, Barry R. Fertel

Seconded: Shari B. Rackman, and Mayor Noam Bramson

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Approved As To Form: [Signature]

Corporation Counsel

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- A. EIC shall be responsible for verifying and reporting to the City of New Rochelle on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such program.
- B. The City of New Rochelle shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Authenticated and certified)
this 16th day of July, 2013)

NOAM BRAMSON, Mayor
BENNIE F. GILES, III, City Clerk

**Energize NY Residential Program
Subcontractor Agreement**

This Agreement made as of this 28th day of March, 2017 between the City of New Rochelle (the "City") and Energy Improvement Corporation ("EIC") (both City and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), relates to certain services to be rendered by EIC as is more fully described below.

Whereas, the New York State Energy Research and Development Authority ("NYSERDA") through its Home Performance with Energy Star program ("HPwES"), makes it easy and affordable for homeowners to improve the energy efficiency of their homes with reduced or no-cost energy audits and financing for energy efficiency retrofit improvements installed by NYSERDA licensed contractors;

Whereas EIC operates a community-based homeowner program, known as Energize NY Residential (the "ENY Homeowner Program") that increases the demand for HPwES home improvements that help homeowners reduce their energy bills and obtain more comfortable homes through community-based marketing and outreach, guidance and support for homeowners as well as tools intended to make energy efficiency improvements simple;

Whereas EIC has been working with the City's EnergyNR Committee, a committee, established by City, to initiate an ENY Homeowner Program in the City;

Whereas City, through its EnergyNR Committee, wishes to retain EIC to facilitate, implement and manage the ENY Homeowner Program in the City to promote, enable and encourage homeowners to perform such energy efficiency improvements in accordance with the terms and conditions of this Agreement and its exhibits attached hereto.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Description of Services.

EIC will perform the services described in the Statement of Work attached hereto as Exhibit A and made a part hereof (the "Services") in accordance with a proposed budget attached hereto as Exhibit B ("Proposed Budget") and made a part hereof, which details the expenses to be incurred in performing the Services.

It is understood that EIC will retain the services of other companies or entities, such as an energy coach or graphic designer, to carry out some of the Services. Additional services may be provided by EIC if agreed upon by the Parties in writing.

2. Compensation.

- a. In consideration of the Services to be rendered, City will pay EIC up to a maximum of \$30,000 in accordance with the Proposed Budget .
- b. In no case shall compensation paid by City exceed the total project expenses as set forth in Exhibit B, except if approved by City in advance in writing.
- c. Payment will be made for work identified in the budget and based upon submitted invoices which shall detail the work performed and expenses incurred. City shall process and, if in order, pay such invoices within forty five (45) days of receipt, provided that upon executing this Agreement, EIC will submit its first invoice in the amount of three thousand dollars (\$3,000) as payment to cover start-up costs incurred during the first quarter of work, which shall be paid within forty five (45) days of executing this Agreement and upon receipt of a detailed invoice outlining the work and expenses to be billed against this initial payment.

3. Term.

The term of this Agreement shall commence on the date of the execution of this Agreement and shall remain in full force and effect for one year (the "Term"), subject to earlier termination as provided in Paragraph "4" below.

4. Termination.

During the Term, either Party may terminate this Agreement upon the happening of any of the following events (each a "Termination Event") by providing written notice to the other Party:

- a. A material breach by either Party, provided that written notice is given by the non-breaching Party and such breach continues for thirty (30) days thereafter without remedy;
- b. An action commenced against either Party for an assignment for the benefit of creditors or the appointment of a receiver;
- c. The filing of a petition by or against either Party under any provision of the Bankruptcy Code which is not discharged within sixty (60) days thereafter;
- d. Commencement by or against either Party of any proceeding, suit, or action that seeks reorganization, dissolution, liquidation or adoption of a plan of liquidation or any other action that ceases or threatens to cease the carrying on of business.

Upon termination or expiration of this Agreement, City shall pay all outstanding and undisputed invoices and all sums due to EIC in relation to the Services performed through the date of such termination or expiration.

5. Independent Contractor

It is expressly understood and agreed by each Party that EIC is acting hereunder as an independent contractor.

6. Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be in writing by certified mail, return receipt requested and delivered as follows:

EIC:

Energy Improvement Corporation, LDC
321 Bedford Road
Bedford Hills, NY 10507
Attention: Kathryn L. Hoenig, Chief Operating Officer

With a copy to:

James Staudt
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, NY 10605

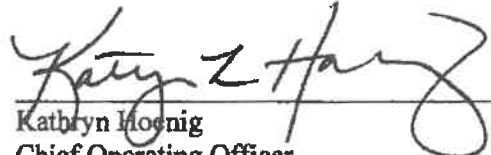
CITY:

City of New Rochelle
515 North Avenue
New Rochelle, NY 10801
Attention:

Either Party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: March 28, 2017



Kathryn Hoenig
Chief Operating Officer
Energy Improvement Corporation, LDC
321 Bedford Road
Bedford Hills, New York 10507

Date: _____, 2017

City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

Energize New Rochelle Work Plan 2016-2017

Goal 1: Launch the Energize New Rochelle Program				
Key Action Steps	Timeline	Expected Outcome	Person/Area Responsible	Status
Name an Energize NY Residential Liaison (municipal employee point of contact)	2016	A municipal employee to work with ENYR staff to help ID goals, develop a strategy, schedule meetings, events and act as the conduit to elected leaders.	Nina Arron selected and engaged with the Energize New Rochelle Program.	Completed
Help identify Energize Community Champion(s) candidates	2016	Municipal Liaison will help identify several connected community members to form the Energy NR Committee		Completed
Complete Climate Action Plan (GhG inventory)	n/a	This Green NR plan is a tool to help ENYR and Municipal Liaison understand goals and strategies. Also is useful in farming the concept of energy efficiency to residents.		Completed
Provide muni logo and other local content for ENYR website	2016	Need this basic info for populating the Energize New Rochelle web site.		Completed
Form Energy Committee	2016	The focus of ENYR is to use community "trusted sources" to deliver the Energize clean energy message. Know community voices are trusted and the ENYR program is seen as coming with WITHIN the community and not as being imposed from outside.		Completed
Hold a community mapping session at an Energy NR Committee meeting	2016	Energy NR Committee will participate in a mapping session to further identify the groups, organizations, sub-communities, leaders and other community elements that will help to		Completed In 2016

Goal 1: Launch the Energize New Rochelle Program				
		market and support ENYR program over time.		
3- 5 Energy NR Committee members to schedule their own home energy assessments	Q1 2017	Committee members will be able to share their personal stories and speak from person experience when talking with the community about home energy assessments.		In Progress
Help recruit 5 community leaders to sign "Home assessment" pledge and/or provide a testimonial	Q2	Lead by example to the community.		Not yet started
Contact the 100 + residents who already have completed a HPwES upgrade asking if they would be champion or provide their testimonial	Q1 2017	Can help to increase membership of the Energy NR Committee while also preparing homeowners for the upcoming Recognition Event and informing them to spread the news to their neighbors.	Energize NY & Energy NR Committee	In Progress
E-mail campaign to New Rochelle residents stuck within the HPwES process	Q1 2017	Helps to jump start the assessment and upgrade process. Homeowners that might have been stuck due to confusion or problems now have person assistance to move forward.	Energize NY & Energy NR Committee	In Progress
Personal phone calls to friends and neighbors by 5 of the Energy NR Committee. Target 30 phone calls.	Q1-Q2 2017	Energize NY will provide the committee with list of homeowners and a script. The committee will reach out by phone and email to help their personal contacts	Energize NY & Energy NR Committee	In Progress
Introduce Energize New Rochelle at a City Board Meeting	Q1	Communicate program goals and opportunity to municipal leaders. Press release to be issued and	Energy NR Committee	In Progress
Pass non-binding support resolution	?	Shows that the municipality and elected leadership supports the program.		
Participate in launch event planning at	2017	Municipal Liaison will help to organize	Energize NY & Energy	In Process

Goal 1: Launch the Energize New Rochelle Program				
Committee Meetings		resources and help plan a launch event. Event could be as minimalist as a press release or as maximalist as a 100+ person extravaganza. The scope and scale will mostly depend on what the community and leadership is prepared to do. Energize will be present at the events and planning meetings	NR Committee & New Rochelle Staff – Nina Arron	
Host Energize New Rochelle launch events: <ul style="list-style-type: none"> • 3 Energy Coach presentations <ul style="list-style-type: none"> ○ Library ○ Religious Institutions ○ Community Center • School Board Presentation 	Q1	Host 3 launch events to drive program awareness and signups to generate new leads. These events will help to introduce Energize New Rochelle to the community.	Energize NY & Energy NR Committee & New Rochelle Staff –	In Process
Issue joint press release and additional marketing: <ul style="list-style-type: none"> • Press release • Seasonal posters around town • Inclusion in Town newsletters 	Q1	At whatever scale the launch is there needs to be, at a minimum, a press release announcing the launch and program in the community.	Energize NY & Energy NR Committee & New Rochelle Staff –	In Process
Customized Energy Efficiency videos onto the New Rochelle public access channel.	Q1	Videos featuring neighbor testimonials, the energy coach, general energy efficiency information and answers to common questions are posted on the NR TV Station. Content will be seasonally adjusted.	Energize NY	Q1 Completed Q3 Not yet started
Presence on the City of New Rochelle website	Q1	The City of New Rochelle should host information about the Energize New Rochelle program, including a link to the website.	New Rochelle Staff Content developed by Energize	Not yet started
Tabling at Community Events	2017	The Energy NR Committee will table at	Energize NY & Energy	In Process

Goal 1: Launch the Energize New Rochelle Program				
<ul style="list-style-type: none"> Target 6 tabling events per quarter, 1-2 per month 		designated community events.	NR Committee	
Hold annual recognition event at New Rochelle City Board Meeting	Q3	This is a key way the elected leadership can show its support of the program and most importantly demonstrate its thanks to the homeowners who have completed energy efficiency upgrades on their homes.	Energize NY & Energy NR Committee & New Rochelle Staff –	Not yet started

Goal 2: Expand and Support the Energize New Rochelle Program				
Key Action Steps	Timeline	Expected Outcome	Person/Area Responsible	Status
Daily "Homeowner Helper" Support to incoming phone calls, emails and online signups	Continual	Support the homeowner through the energy efficiency upgrade process. The initial introduction is important for making homeowners feel secure in their choices and for potentially fostering new trusted sources.	Energize NY	In Progress
Weekly proactive "Homeowner Helper" support offered to NR residents moving through the Energize program by phone and email.	Continual	Energize NY will reach out to homeowners and provide personalized assistance. Energize NY will contact people who have recently moved to the next step and may need guidance as well as homeowners stuck at a certain stage.	Energize NY	In Progress
Hire a part time employee to manage advertising and events in Q2-Q4. The position would be 360 hours, about 8-10 hours a week.	Post job, interview and hire in Q1 Begin work in Q2	To maximize advertising and marketing, Energize NY will hire an additional part time staff member to support the program. We aim to hire a New Rochelle resident.	Energize NY	Not yet started

Goal 2: Expand and Support the Energize New Rochelle Program

<p>Host Energize New Rochelle events:</p> <ul style="list-style-type: none"> • 3 Energy Coach presentations • 2 Home Energy Assessment Parties 	<p>Per quarter Q2, Q3, Q4</p>	<p>Host launch events to drive program awareness and signups to generate new leads. These events will help to cement Energize New Rochelle in the community.</p>	<p>Energize NY & Energy NR Committee & New Rochelle Staff –</p>	<p>Not yet started</p>
<p>Individual Energy Coach Visits to residences</p>	<p>2-3 visits per month, depending on need</p>	<p>Norm Jen, the Energize Energy Coach will meet with homeowners to discuss their home energy assessment reports and provide guidance.</p>	<p>Energize NY</p>	<p>Not yet started</p>
<p>Community Marketing/Advertising</p> <ul style="list-style-type: none"> • Seasonal video message onto TV station • Posters/ Flyers 	<p>Q3 Q2, Q3, Q4</p>	<p>Rotate the Energize NY message to appeal to homeowner's seasonal tasks.</p>	<p>Energize NY</p>	<p>Not yet started</p>

MEMORANDUM

TO: *Mark Zulli, Deputy Finance Commissioner*

FROM: *Luiz C. Aragon, Commissioner of Development*

CC: *Tracy Yogman, Commissioner of Finance*

DATE: *March 7, 2017*

SUBJECT: *Request for Waiver of Competitive Bidding
Energize NY*

Introduction

The purpose of this memo is to request a waiver of the solicitation of alternative proposals for an award to the Energy Improvement Corporation (EIC) to operate a community-based homeowner program, known as Energize NY Residential (the "ENY Homeowner Program"). This program helps homeowners reduce their energy bills and obtain more comfortable homes through community-based marketing and outreach, guidance and support for homeowners as well as tools intended to make energy efficiency improvements simple.

Justification

EnergizeNY is the only provider working in partnership with NYSERDA and municipalities in Westchester. Energize NY assists homeowners through the process of having their homes' energy performance assessed, reviewing the results of their energy assessments, selecting a recommended contractor, locating the best incentives and financing options and ultimately completing the energy improvements under the Home Performance with Energy Star Program. Energize NY has developed several tools to simplify the process for homeowners, including contractor ratings, homeowner support and the services of a third-party, independent Energy Coach to help homeowners understand their energy assessment report and recommended improvements.

Scope

The Energy Improvement Corporation will launch an Energize New Rochelle program, the first such program in Southern Westchester, in early 2017 using the funding specified in the Energize NY Residential Program Subcontractor Agreement (attached). Services associated with a launch shall include marketing and communications activities as well as outreach events, Energize NY staff meetings with the EnergyNR committee and training of local community leaders to champion Energize New Rochelle. The funding also will be used for web and associated IT expenses, program administration and Energy Coach visits and events.

Recommendation

I am recommending Energize NY as this is the only program of its kind available locally. The Energy Improvement Corporation (EIC) began working with the City's EnergyNR Committee in 2016 to initiate the Energize NY Homeowner Program in the City at a time that the program was funded directly through NYSERDA. This funding has now been moved to a new program, Clean Energy Communities (CEC), available to CEC certified municipalities to use for various sustainability related programs including the Energize NY program. The City is working toward certification.

Funding

Funding for this work in 2017 has been budgeted by the City. Going forward it is expected that it will be maintained through grant funding including, but not limited to, the CEC program.

Conclusion

To this end, it is the recommendation of this office that it is in the best interest of the City to engage EIC's Energize NY Homeowner Program for the scope of work detailed herein at a total cost not to exceed \$30,000. The high-level budget provided by Energize NY is attached. The funding has been provided by the City Manager and will come from DV-460 as per Finance Commissioner Tracy Yogman.

I look forward to your consideration of this request.



City of New Rochelle
 515 North Avenue
 New Rochelle, NY 10801
 Telephone (914) 654-2072
OFFICE OF PURCHASE AND SUPPLY

Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **00220977-00**

The City of New Rochelle is exempt from all Taxes
 ID # A-146133

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DEPT OF DEVELOPMENT
 CITY OF NEW ROCHELLE
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 NEW ROCHELLE, NY 10801
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 CITY OF NEW ROCHELLE
 515 NORTH AVE
 NEW ROCHELLE, NY 10801
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SUSTAINABLE WESTCHESTER
 40 GREEN ST

MT KISCO, NY 10549

*last years
 PO + contract*

Date Ordered	Vendor Number	Date	Terms	Department/Location
10/11/22	020874		DEST NET 30 KC	DV
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price
001	CNR CONTRACT # 2022-0073-DV ✓ PROVIDE COMMUNITY EDUCATION AND OFF ITS PROGRAMS TO RESIDENTS AND BUSINESSES IN THE CITY. 6989-46000 ✓	1.00 LS	30000.00000	30,000.00
		30,000.00		
			PO Total	30,000.00
NOTE TO VENDOR: YOU MUST INCLUDE THIS PURCHASE ORDER NUMBER ON ALL INVOICES AND CORRESPONDANCE.				

1. INVOICES MUST BE MAILED TO THE BILL TO ADDRESS TO THE ATTN OF THE PERSON AS INDICATED THEREIN.
2. PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CLAIM FORMS.
3. ALL INVOICES MUST BE IN ACCORDANCE WITH UNIT PRICES, TERMS AND SPEC. AS INDICATED ABOVE.
4. ITEMS DEFECTIVE OR NOT IN COMPLIANCE WITH OUR SPEC. SHALL BE RETURNED AT THE VENDOR'S EXPENSE.
5. NOT VALID UNLESS SIGNED BY THE PURCHASING MANAGER.

VENDOR COPY

[Signature]
 For City Manager

[Signature]
 Purchasing Manager

Prepared By: Nicholas Stouffas Date: 9/21/22
Nicholas Stouffas

Submitted By: Orisha Jennings-Hudgins Date: 9/21/22
Orisha Jennings-Hudgins

SIGNATURE ROUTING SHEET

DATE: 9/21/2022

Vendor/Consultant/Licensee/Contractor: Sustainable Westchester

Document Description: Agreement to retain Sustainable Westchester to provide community education and offer its programs to residents and businesses in the City.

Budget/Account #: 6989-46000

Cost/Amount: \$30,000.00

RFP/PO/Contract (if applicable):

<u>Department</u>	<u>Action Required</u>	<u>Date Rec'd</u>	<u>Date Completed</u>	<u>Initials</u>
<i>Development</i> Adam Salgado				AS
<i>Law</i> Kathleen Gill			9/28	KG
<i>Risk Manager</i> Rita Azrelyant	W. Stouffas N. Stouffas	9/26	10/6	(AS)
<i>Finance</i> Edward Ritter		9/28	9/28	ER
<i>City Manager</i> Charles B. Strome, III	Sign/Execute	9/28	9/28	CS

Please return to Orisha Jennings-Hudgins in Development
Electronic copies of fully executed agreements will be provided to Legal Department.

Environmental Community Education and Outreach Agreement

This Agreement is made and entered into as of the date of the last signature below ("Effective Date") by and between the City of New Rochelle (the "City") and Sustainable Westchester, Inc. ("SW") (both City and SW may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), relates to certain services to be rendered by SW as is more fully described below.

Whereas, the City desires to bring its residents and businesses the benefits of energy efficiency, renewable energy and other sustainability related initiatives;

Whereas SW provides community education focused on energy and environmental sustainability and operates programs including Community Solar, Grid Rewards, Commercial Clean Heating and Cooling, Westchester Power, and Recycle Right that bring environmental benefits and may offer savings.

Whereas City wishes to retain SW to provide community education and offer its programs to residents and businesses in the City in accordance with the terms and conditions of this Agreement and its exhibits attached hereto.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Description of Services.

SW will perform the services described in the Statement of Work attached hereto as Exhibit A and made a part hereof (the "Services") in accordance with a proposed budget attached hereto as Exhibit B ("Proposed Budget") and made a part hereof, which details the expenses to be incurred in performing the Services.

It is understood that SW may retain the services of other companies or entities, upon advance written approval by the City, which shall not unreasonably be withheld or delayed, such as an energy coach or graphic designer, to carry out some of the Services. Such companies or entities shall be subject to all of the terms of this Agreement. Additional services, if any, may be provided by SW if agreed upon by the Parties in writing.

2. Compensation.

- a. In consideration of the Services to be rendered, City will pay SW up to a maximum of \$30,000 in accordance with the Proposed Budget.
- b. In no case shall compensation paid by City exceed the total project expenses as set forth in Exhibit B, except if approved by City in advance in writing.
- c. Payment will be made for work identified in the budget and based upon submitted invoices which shall detail the work performed. City shall process and, if in order, pay such invoices within forty five (45) days of receipt.

3. Term.

The Parties agree that this Agreement shall be effective retroactive to start on April 1, 2022, and shall remain in full force and effect until December 31, 2022 (the "Term"), subject to earlier termination as provided in Paragraph " 4" below.

4. Termination.

During the Term, either Party may terminate this Agreement upon the happening of any of the following events (each a " Termination Event") by providing written notice to the other Party:

- a. A material breach by either Party, provided that written notice is given by the non- breaching Party and such breach continues for thirty (30) days thereafter without remedy;
- b. An action commenced against either Party for an assignment for the benefit of creditors or the appointment of a receiver;
- c. The filing of a petition by or against either Party under any provision of the Bankruptcy Code which is not discharged within sixty (60) days thereafter;
- d. Commencement by or against either Party of any proceeding, suit, or action that seeks reorganization, dissolution, liquidation or adoption of a plan of liquidation or any other action that ceases or threatens to cease the carrying on of business.
- e. The City may terminate this Agreement for any other reason without liability, other than for the payment obligation below, if it determines to be in its best interest upon thirty (30) days written notice.

Upon termination or expiration of this Agreement, City shall pay all outstanding and undisputed invoices and all sums due to SW in relation to the Services performed up to the date of such termination or expiration.

5. Independent Contractor.

It is expressly understood and agreed by each Party that SW is acting hereunder as an independent contractor and shall not be considered as having employee status and shall not hold itself, its officers, employees or agents out as employees of the City. SW, its officers, employees and agents shall not be entitled to participate in any of the City's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit programs, nor be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the City. SW agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SW shall not assert any claim for additional benefits of any nature, and shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the City and its employees.

6. Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be in writing by certified mail, return receipt requested and delivered as follows:

SW:

Sustainable Westchester, Inc.
40 Green Street
Mount Kisco, NY 10549
Attention: Nina Orville, Executive Director

With a copy to:

Daniel Pozin
McCarthy Fingar LLP
11 Martine Avenue, 12th Floor
White Plains, NY 10606

CITY:

City of New Rochelle
515 North Avenue
New Rochelle, NY 10801
Attention: Kevin Kain, Director of Planning & Sustainability

With a copy to:

Kathleen E. Gill
Corporation Counsel
515 North Avenue
New Rochelle, NY 10801

Either Party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

7. Compliance with Laws.

SW shall comply with all federal, state and local laws, rules and regulations applicable to the provision of the Services, and shall secure and maintain, at its own cost, all applicable approvals, permits and licenses necessary to carry out the Services required under this Agreement.

8. Records.

Any documents, data, reports or other materials produced in conjunction with this Agreement shall be delivered to and become the property of the City. SW shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the charges for Services, including

expenditures and disbursements charged to the City, for a minimum period of six (6) years from the date of final payment to SW under this Agreement or for any longer period required by law. The City may audit and inspect the books and records of SW and its subconsultants pertaining to this Agreement upon ten (10) days written notice to SW.

9. No Interest.

SW represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the Services to be furnished under this Agreement.

10. Insurance.

SW, at its own cost and expense, shall secure and maintain at all times during this Agreement the following minimum limits of insurance:

Workers' Compensation and Employers' Liability	Statutory Limits
New York State Disability	Statutory Limits
Business Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired autos (to be stated on certificate)
Commercial General Liability	\$2,000,000 each occurrence and in the aggregate for bodily injury, personal and advertising injury, and property damage, including contractual liability (to be stated on certificate)
Professional Liability (E&O)	\$1,000,000 per occurrence and in the aggregate

The City of New Rochelle shall be named as an additional insured on SW's commercial general, business automobile, and excess/umbrella liability policies based on the contractual liability SW/ Such additional insured coverage shall be primary and non-contributory to any other insurance (including self-insurance) available to the City. Prior to commencing the Services, SW shall provide certificates of insurance, endorsements and policy declarations satisfactory to the City. All insurance shall be provided with a minimum of thirty (30) days' written notice to the City of cancellation, reduction of coverage or non-renewal of any such policy. All insurance policies shall be open to inspection by the City and copies of policies shall be submitted to the City's authorized representative upon written request. Consultant shall require its subconsultants to obtain and maintain in full force and effect during the term of this Agreement the required insurance hereunder.

11. Indemnification.

To the fullest extent permitted by law, SW agree to defend, indemnify and hold the City, its officers, officials, employees and agents, free and harmless from and against any and all direct and third party losses, claims, demands, lawsuits, liabilities, damages, judgments, settlements, liens, fees, costs and expenses of whatever kind (including

reasonable attorneys' fees, court costs and disbursements), allegedly arising out of, resulting from or caused by SW's acts, errors or omissions or willful misconduct in the performance of this Agreement or failure to comply with any of the provisions of this Agreement or the law. Such costs and expenses shall include all those incurred in defending any underlying claim and those incurred in connection with the enforcement of this provision by way of cross-claim, third-party claim, declaratory action or otherwise. This provision shall survive the expiration or termination of this Agreement.

12. No Discrimination.

SW shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin or military service in connection with or related to the performance of this Agreement.

13. No Waiver.

The failure of either party to enforce any of their rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any of rights or remedies against the other party, unless such waiver is in writing.

14. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of New York, County of Westchester.

15. Severability.

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

16. Entire Agreement.

This Agreement (including all exhibits, schedules and addendum hereto), constitutes the entire agreement of the parties as to the subject matter hereof and may not be modified or changed except in a writing signed by both Parties.

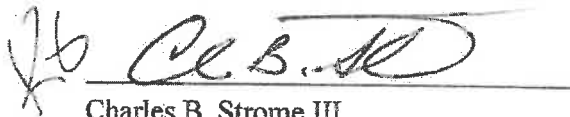
17. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or electronic copy of a party's signature shall be deemed an original and sufficient to bind such party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.



Nina Orville
Executive Director
Sustainable Westchester, Inc.
Date: 9/19/22



Charles B. Strome III
City Manager
City of New Rochelle
Date:

EXHIBIT A: STATEMENT OF WORK

The City of New Rochelle can expect Sustainable Westchester to provide a robust level of programming reflective of the funding supported by Sustainable Westchester staff.

Outcome

- A. substantially increase the number of Community Solar, GridRewards enrollees
- B. provide education and outreach about benefits of SW programs to support the continued increase in adoption of energy savings measures in New Rochelle.

Program Details

- a. Engage an Outreach Coordinator for New Rochelle
- b. Create an umbrella theme/campaign to generate awareness, visibility and ongoing resident and small business engagement and connection to the City's clean energy goals.
- c. Create Sustainable Westchester Community events (virtual and in person) such as: Community Energy information sessions, LED light bulb giveaways & literature drops, a school initiative that could include a contest & prize stipend
 - a. Create Sustainable Westchester four (4) community events (one per Quarter) on environmental literacy, in collaboration with a key constituency group within the city. Events will provide education on: *the reality of climate change, local impact and health implications along with what is clean energy? How to read your bill? And, energy savings tips and accessing clean renewable energy programs.*
 - b. Collaborative constituent groups include: City Housing/Affordable Housing entities, Schools (youths/parents), Community Centers & Organizations, Health Centers, Senior Organizations/Centers, Realtors, HOAs, Condo/Coop Boards
- d. Create Community Visibility and Awareness through Established New Rochelle Community Events
 - a. Live and virtual outreach connection for a total of eight (8) events annually to be determined based on target audience attendance and organic fit for the clean energy messaging – tabling, promotion tie-ins, community partner collaboration (as appropriate)
 - b. Amplify New Rochelle's clean energy, environmental and sustainability efforts, events and accomplishments (as appropriate) through Sustainable Westchester's social media channels.
- e. Provide support to the City's sustainability efforts, GreenNR and the Ecology and Natural Resources Advisory Committee in the following ways:
 - i. Attend City Council meetings based on appropriate/complement agenda items
 - ii. Community networking/training via attendance one (1) designated committee meeting per Quarter
 - iii. Program materials may include: a) social media b) collateral education materials for distribution at key high traffic community venues (e.g. City Hall, local library or community centers)
 - iv. Provide dual language materials to serve a broad resident population

Supporting Milestones

- Identify an Sustainable Westchester outreach point person
- Execute a kick-off meeting with key municipal and community stakeholders to identify key goals, priority constituent segments, community partners, promotional extension opportunities, New Rochelle complement/appropriate events
- Provide press releases and content to hyperlocal media outlets and social media groups to establish communication and opportunities for messaging amplification (such as energy submission content)
- Design an annual outreach plan for 2022
- Create New Rochelle materials, information sessions presentation, collateral/flyers and social media messaging
- Begin campaign execution with broad messaging in the municipality and via appropriate channels
- Create and execute the first (4 of 4 annually) specific Energy Literacy event opportunity
- Attended up to 8 specific New Rochelle established or designed event (8 annually)
- Increase priority of messaging for GridRewards (through collateral, press) based on enrollment timing of April 1.
- Attend up to eight (8) Sustainability Committee meetings
- Attend up to four (4) City Council meeting (as appropriate)
- Provide solution message emphasis based on timing/appropriateness (e.g. Westchester Power, Grid Rewards) and seasonality (e.g. Earth Month, October Energy Awareness month)
- Increase local presence through on site opportunities, media outlets and promotional partners

EXHIBIT B: BUDGET

- Total Contract Fee for Second Quarter 2022 - Fourth Quarter 2022: \$30,000
- Nine equal payments of \$3,333.33 (paid monthly)
- The first payment is due upon signature.



SUSTWES-01

MSEGRET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allan M. Block Agency, Inc. 24 South Broadway Tarrytown, NY 10591	CONTACT NAME:		
	PHONE (A/C, No, Ext): (914) 631-4353	FAX (A/C, No): (914) 631-2930	
	E-MAIL ADDRESS: sales@allanblockinsurance.com		
INSURED Sustainable Westchester Inc 40 Green Street Mt Kisco, NY 10549	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Alliance of Nonprofits for Insurance		10023
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2022-40512	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor - ECC \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-40512	6/27/2022	6/27/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			2022-40512-UMB	6/27/2022	6/27/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liab			2022-40512	6/27/2022	6/27/2023	PER STATE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Per Clm & Agg Lmt \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of New Rochelle, and its elected and appointed officials, officers, employees and agents is included as an Additional Insured if required by written contract. Coverage is applied on a Primary & Non-Contributory Basis. Thirty (30) Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Mucy Faggella



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>SUSTAINABLE WESTCHESTER, INC. 40 GREEN ST MOUNT KISCO, NY 10549-2306</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 35-2397750</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>CITY OF NEW ROCHELLE 515 NORTH AVENUE NEW ROCHELLE, NY 10801</p>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co. of North America</p> <p>3b. Policy Number of Entity Listed in Box "1a" C5159163A</p> <p>3c. Policy effective period 10/01/2022 to 10/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lynne Boone
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Lynne Boone* 10/5/2022
(Signature) (Date)

Title: Assistant Program Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-721-6248

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE

Under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name & Address of Insured (use street address only) SUSTAINABLE WESTCHESTER, INC. 40 GREEN ST MOUNT KISCO NY 105492306 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (914) 242-4725 1c. Federal Employer Identification Number or Social Security Number 35-2397750
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of New Rochelle 515 North Avenue New Rochelle, NY 10801	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 3b Policy Number of Entity Listed in Box "1a" LNY713000956 3c Policy effective period 10/01/2022 TO 09/30/2023
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.	
Date Signed 10/03 /2022	<i>Elizabeth Tello</i> <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small>
Telephone Number (212) 553-8074	Name and Title: Elizabeth Tello – Assistant Director, Statutory Services
IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)	
State of New York Workers' Compensation Board	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	
Date Signed	By <small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small>
Telephone Number	Name and Title



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	City of New Rochelle 515 North Avenue New Rochelle, NY 10801
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A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



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ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Gateway Specialty Insurance
1170 Devon Park Drive
Wayne, PA 19087
POLICY NUMBER: 2022-40512-UMB
RENEWAL OF NUMBER: 2021-40512-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:
Sustainable Westchester, Inc.
40 Green Street
Mount Kisco, NY 10549

Item 2 POLICY PERIOD: FROM 6/27/2022 TO 6/27/2023
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
BUSINESS DESCRIPTION: Green consulting programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$1,200

Item 4 LIMITS OF INSURANCE:
a. Occurrence / Accident / Injury / Claim Limits (where applicable): 2,000,000
i) Each Occurrence - Commercial General Liability and Products- Completed Operations Liability
ii) Each Accident - Business Auto Liability
iii) Each Claim - Employee Benefits Liability
b. Each Claim - Directors and Officers Liability Excluded
c. Each Claim - Improper Sexual Conduct and Physical Abuse Liability Excluded
d. Each Claim - Social Service Professional Liability Excluded
Aggregate limits:
e. Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, and Employee Benefits Liability Aggregate (where applicable): 2,000,000
f. Directors and Officers Liability Aggregate Excluded
g. Improper Sexual Conduct and Physical Abuse Liability Aggregate Excluded
h. Social Service Professional Liability Aggregate Excluded

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
ANI-E003 UMB 08 20, ANI-E180 UMB 01 21, ANI-E253 UMB 08 21, ANI-RRG-E42 UMB 09 19, CU 21 33 01 15, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

BY [Signature]
(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 5/18/2022

ANI - RRG - UMB



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

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**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2022-40512-UMB

CONTROL NUMBER: 40512

NAME OF INSURED: Sustainable Westchester, Inc.

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist (Does not include:Terrorism Coverage - Certified Acts)	ANI-RRG 2022-40512 N/A	06/27/2022 to 06/27/2023
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$2,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises) (Does not include:Terrorism Coverage - Certified Acts)	ANI 2022-40512	06/27/2022 to 06/27/2023
(C) Social Service Professional Liability	Each Occurrence Limit Aggregate Limit	N/A N/A	
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	N/A N/A N/A	Each Accident Each Employee Policy Limit
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit General Aggregate Limit	N/A N/A	
(F) Directors' And Officers'	Each Wrongful Act Limit Aggregate Limit	N/A N/A	
(G) Liquor Liability	Each Common Cause Limit Aggregate Limit	N/A N/A	
(H) Employee Benefits Liability	Each Employee Aggregate Limit	N/A N/A	



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**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**
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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-40512-UMB

NAME OF INSURED: Sustainable Westchester, Inc.

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Member Criteria	ANI-E003 UMB 08 20
Communicable Disease - Exclusion	ANI-E180 UMB 01 21
Workers' Compensation - Exclusion	ANI-E253 UMB 08 21
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 UMB 09
Exclusion of Terrorism	CU 21 33 01 15
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Policy	UMB-100 05 21
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.