



Agreement between Sustainable Westchester Inc and Village of Croton-on-Hudson

Date: March __, 2025

Re: Technical Assistance for a Municipal Solarize Scope of Work

The Village of Croton-on-Hudson (hereafter, “Village”) wishes to engage Sustainable Westchester for technical assistance under the latter’s Municipal Solarize Program to explore development of solar and/or energy storage system projects on municipal facilities, as indicated below

Scope of Work:

Task #	Scope of Work Items
	Scope: Pre-award
1	Identify and resolve any technical issues that might impact the viability of the project.
2	Using 12 months of interval data provided by client, estimate the likely electric bill savings to the Village by approximately zeroing out DPW's on-site net annual kWh. Consider that a ~50 kW PV system may lower existing peak demand on-site below 10 kW, enabling potential net metering. Using latest eGrid value of .974 lb/kWh, estimate the annual emissions reduction value of this project.
3	Verify if existing electric service for the building, stated as 3 phase 480V, is sufficient as is to accept ~50 kW interconnection from this project or what else may be needed, if existing service is insufficient.
4	Get Village’s written approval on proposed design and installation issues (best date to install to minimize parking issues, ensure no loss of parking spaces). Assume attendance at 2 meetings with Village to discuss and plan design and installation issues.
5	Review and suggest improvements in the draft RFP to be acceptable to the Village Engineer and DPW Superintendent.
6	Develop bidder list and distribute the RFP. Organize and conduct pre-bid site visit and prepare and distribute any FAQ that may result from same.
7	Vet respondents, as per Village requirements in the RFP (e.g., insurance, experience, etc.)
8	Recommend best-value vendor choice to the Village
9	Review the vendor contract and flag any issues needing attention by Village staff (e.g., installation schedule, insurance, prevailing wage)
	Scope 2: Post-award
10	Upon award, propose installation schedule with DPW and vendor.

11	Make up to 6 site visits as needed during construction to enforce acceptable substantial completion date, timely utility connection, commissioning of completed systems, utility issuance of permission to operate and completion of the NYSEDA incentive process.
----	--

General terms and conditions:

By executing this agreement, each party acknowledges the following obligations with respect to this arrangement:

1. **Purpose.** It is the intent of the Village to secure the services of Sustainable Westchester for technical services, as delineated in the attached Scope of Work.
2. **Term.** This agreement commences on the latest date of execution for one year or upon receipt of final fees and reimbursements, whichever comes last, unless both parties agree in writing to its continuance for a defined period. This agreement may be changed only with the written consent of both parties.
3. **Rate/Fee.** Sustainable Westchester will be compensated according to the payment schedule in the detailed Scope of Work attached below. The Village agrees to pay invoices within 30 days of emailed submission as submitted by Sustainable Westchester for the agreed upon Scope of Work. Payment shall be made for all tasks completed and, if signer does not desire completion of a task, for the full amount of the task underway at the time of work cessation.
4. **Change Order.** Should a service scope exceed the cap of hours designated, Sustainable Westchester will submit a change order to the Municipality in a timely fashion and not proceed without writing approval by the Municipality. Work in excess of the cap of hours will be billed at an hourly rate of \$110.00.
5. **Reimbursements.** Costs for communication (i.e., phone, e-mail, faxing) will not be reimbursed, except when services such as Federal Express are requested. Travel expenses within Westchester County will not be charged, but travel outside that area will be reimbursed based on receipts for expenses incurred. Any copying, printing, binding and similar production of document costs for services requested by the Municipality will be reimbursed. Sustainable Westchester shall obtain prior approval from the Village for any and all reimbursable activities.
6. **Liability.** The signer agrees to hold Sustainable Westchester harmless of any claims regarding how its services are utilized while under contract to the signer, or after completion of the work. Signer understands and agrees that Sustainable Westchester will not be held liable for any unpaid expenses the signer incurs related to this work. Maximum financial liability of Sustainable Westchester is limited to the fees stated in the Scope of Work below. The Village explicitly reserves all of its legal rights regarding

intentional, reckless or wanton acts, and its ability to seek redress regarding the same.

7. **Quality and Scope of Work.** Sustainable Westchester will endeavor to fulfill to the best of its ability the agreed-upon scope of work, attached as Exhibit A. Any conflicts regarding the quality or amount of work provided will be resolved by binding arbitration through the American Arbitration Association, or a mutually agreed upon third party.
8. **Payments for Services.** Invoices for services and reimbursements will accompany deliverables and shall include copies of all receipts for reimbursables. The Village agrees to make payment within 30 days of receipt of emailed invoices. All payments shall be made to Sustainable Westchester at the address listed below. Failure to make prompt payment may result in suspension of further work. If the Village orders work to stop, it will be responsible for costs for completion of the unfinished task in progress at the time of the order. Payment is due regardless of grant or state or federal proceeds received by the Village.
9. **Rights to Contracted Work.** Sustainable Westchester retains the right to use contracted work, subject to a confidentiality agreement with the client.
10. **Confidentiality.** Parties agree to maintain confidentiality regarding information that passes between them under this agreement. Failure to maintain such confidentiality will void this agreement and may result in a claim of damages against the offending party.

Responsibilities of the Municipality:

11. The Municipality will select the services for which it wishes to engage Sustainable Westchester from those listed on the Municipal Solarize Scope of Work, attached as Exhibit A.
12. The Village may propose amendments to the services designated in the initial Scope of Work for which it wishes to engage Sustainable Westchester.
13. The Village will provide a point of contact to Sustainable Westchester for the duration of this Scope of Work that includes name, title, phone number, and email and text addresses. A second point of contact shall be provided to be accessed only when the first point of contact is unavailable for more than two working days.
14. The Village agrees to provide Sustainable Westchester with access to the necessary records and other facility related information, such as, but not limited to, utility bill histories, roof conditions, and ownership contacts, as may be needed to facilitate the canvassing of facilities and preparation for a solicitation of the clean energy systems for the selected facilities.
15. The Village agrees to participate in meetings with third parties and Sustainable Westchester as needed.

Responsibilities of Sustainable Westchester:

16. Sustainable Westchester will provide the Village with preliminary pricing of its services based upon the Village's initial selection of desired services.
17. The Village reserves the right to pay only for completed tasks, or to pay for partially completed tasks at agreed-upon reduced fees without need to amend the agreement.
18. Sustainable Westchester will provide the services selected by the Village in the Scope of Work on an agreed-upon schedule and will provide, if requested by the Village, regular updates on the progress on any service in the Scope of Work. That schedule may be amended during the service term, as agreed upon by both parties.
19. Sustainable Westchester will attend meetings and public information sessions, as requested by the Village. Sustainable Westchester will provide minutes of such meetings.
20. Sustainable Westchester will coordinate meetings with third parties and the Village, as needed.

Fee for Service:

21. Sustainable Westchester will prepare and deliver monthly invoices for services completed to accompany the deliverables of each service scope assigned to it as designated in Exhibit A.
22. Sustainable Westchester will invoice on a net 30-day basis. Accounts not paid within 30 days of the date of the invoice are subject to a one and a half percent (1.5 %) monthly finance charge on the unpaid balance. Invoices will be sent to:

Organization Name: Village of Croton-on-Hudson
Address: 1 Van Wyck Street, Croton-on-Hudson NY 10520
Telephone No: 914-271-4781
Email: apinvoices@crotononhudson-ny.gov
Subject: Invoice for Residential Solarize {{Month, Year}}
Attention: Finance Dept.

For Sustainable Westchester, Inc.

For Municipality

By: _____

By: _____

Date: _____

Date: _____

Title: Executive Director
Sustainable Westchester, Inc
40 Green Street
Mount Kisco, NY 10549
noam@sustainablewestchester.org

Title: Village Manager
Village of Croton-on-Hudson
One Van Wyck Street
Croton-on-Hudson, NY 10520
bhealy@crotononhudson-ny.gov

Enclosure: Exhibit A: Detailed Scope of Work

Exhibit A: Detailed Scope of Work

Task #	Scope of Work Items	SW hours	Cost \$
	Scope: Pre-award		
1	Identify and resolve any technical issues that might impact the viability of the project.	5	\$500
2	Using 12 months of interval data provided by client, estimate the likely electric bill savings to the Village by approximately zeroing out DPW's on-site net annual kWh. Consider that a ~50 kW PV system may lower existing peak demand on-site below 10 kW, enabling potential net metering. Using latest eGrid value of .974 lb/kWh, estimate the annual emissions reduction value of this project.	2	\$200
3	Verify if existing electric service for the building, stated as 3 phase 480V, is sufficient as is to accept ~50 kW interconnection from this project or what else may be needed, if existing service is insufficient.	2	\$200
4	Get Village's written approval on proposed design and installation issues (best date to install to minimize parking issues, ensure no loss of parking spaces). Assume attendance at 2 meetings with Village to discuss and plan design and installation issues.	3	\$300
5	Review and suggest improvements in the draft RFP to be acceptable to the Village Engineer and DPW Superintendent.	2	\$200
6	Develop bidder list and distribute the RFP. Organize and conduct pre-bid site visit and prepare and distribute any FAQ that may result from same.	2	\$200
7	Vet respondents, as per Village requirements in the RFP (e.g., insurance, experience, etc.)	3	\$300
8	Recommend best-value vendor choice to the Village	1	\$100
9	Review the vendor contract and flag any issues needing attention by Village staff (e.g., installation schedule, insurance, prevailing wage)	2	\$200
	subtotal	22	\$2,200
	Scope 2: Post-award		
10	Upon award, propose installation schedule with DPW and vendor.	3	\$300
11	Make up to 6 site visits as needed during construction to enforce acceptable substantial completion date, timely utility connection, commissioning of completed systems, utility issuance of permission to operate and completion of the NYSERDA incentive process. .	15	\$1500
	subtotal	18	\$1,800
	total	40	\$4,000

Exclusions:

Sustainable Westchester will not be responsible for the following: (1) Civil engineering preparatory work for the site, such as ground-penetrating radar analysis, test bores, etc., (2) Application for utility interconnection (CESIR application). It is customary that the awarded bidder will be responsible for undertaking and completing any civil preparatory work and well as the utility application needed to design and implement the project.