

## CROSSING AGREEMENT

This Crossing Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of April, 2024 by and between the City of New York (“City”) through the New York City Department of Environmental Protection, registered in the State of New York (the “NYCDEP”), whose office is at 59-17 Junction Boulevard, Flushing, NY 11373, 19<sup>th</sup> Floor, SBMT Asset LLC (“SBMT Asset”), a Delaware limited liability company, whose office is at 600 Washington Blvd, Suite 800, Stamford, CT 06901, and Empire Offshore Wind LLC, a limited liability company registered in the State of Delaware (“Empire Wind”, and together with SBMT Asset, the “Equinor Parties”) whose office is at 600 Washington Blvd, Suite 800, Stamford, CT 06901, each of which is referred to herein individually as a “Party” or together as the “Parties”.

WHEREAS, Empire Wind is the owner and developer of the Empire Wind 1 (“EW1”) Project, one of two offshore wind projects to be located within the Bureau of Ocean Energy Management designated Renewable Energy Lease Area OCS-A 0512.

WHEREAS, the transmission system for the EW1 Project will connect the offshore wind farm to the point of interconnection and will include two 230-kilovolt (kV) export cables (“Empire Transmission Cable(s)”) and 345 kV interconnection lines (“Empire Interconnection Line(s)”) traversing a total of approximately 17.5 miles (mi) (15.2 nautical miles [nm] or 28.2 kilometers [km]) within the State of New York.

WHEREAS, the Empire Transmission Cables will make landfall at the South Brooklyn Marine Terminal (“SBMT”) in Brooklyn, New York, along the bulkhead directly to the west of a planned onshore substation (31st-33rd Street Bay Bulkhead).

WHEREAS, SBMT Asset has a leasehold interest in the real property at the SBMT site and has contracted to redevelop SBMT in support of the offshore wind industry in the State of New York, including in support of the EW1 Project.

WHEREAS, NYCDEP operates a combined sewer outfall within SBMT (“NYCDEP Assets”), as shown on the attached Exhibit “A”, *NYCDEP Asset Map*.

WHEREAS, the EW1 Project will require certain electrical, telecom, water and sanitary connections within SBMT that crosses the NYCDEP Asset (“New Infrastructure Crossings”), as shown on the attached Exhibit “B”, *Empire Wind 1 New Infrastructure Crossings*.

WHEREAS, the EW1 Project has submitted its Article VII Case No.: 21-T-0366 to the Public Service Commission (“PSC Case”) and its Environmental Management and Construction Plan (“EM&CP”) for review and the attached Exhibit “B” Empire Wind 1 Infrastructure Drawings have been reviewed by NYCDEP during the EM&CP Part 1 review.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Upon full execution of this Agreement, NYCDEP hereby agrees to allow the Equinor Parties to do work associated with the New Infrastructure Crossings. This work will include, but is not limited to, the construction, installation, modification, re-route, maintenance, repair and operations of the New Infrastructure Crossings, sometimes hereinafter referred to individually or collectively as (“*Crossing Operation(s)*”). Nothing contained herein shall relieve the Equinor Parties from

obtaining all required permits to perform the work associated with the New Infrastructure Crossings.

2. The rights under this Agreement, are subordinate and subject to the prior rights of NYCDEP with respect to the NYCDEP Assets, including such rights exercised by NYCDEP, its employees, agents, contractors and subcontractors (collectively the “*NYCDEP Parties*”). Notwithstanding the preceding sentence, when NYCDEP is planning to do work on its NYCDEP Asset near the Empire Wind New Infrastructure Crossings, NYCDEP will consult with Empire Wind and use best efforts to schedule its NYCDEP Assets activities during periods when is the Equinor Parties are not scheduled to be performing a Crossing Operation.
3. Any Equinor Parties’ Crossing Operation within the same right-of-way of the NYCDEP Assets shall be at the sole risk and expense of the Equinor Parties. The Equinor Parties shall be solely responsible to repair or replace any damage to NYCDEP Assets caused during the Crossing Operation, including but not limited to damage caused by vibrations.
  - a. Equinor Parties shall notify NYCDEP of any known damage to the NYCDEP Assets, to the extent caused by Equinor Parties, and any such damage shall be repaired within a commercially reasonable timeframe, and, if the NYCDEP should elect to perform the repair work, Equinor Parties shall reimburse the NYCDEP for the reasonably, documented costs and expenses of such repair work to the NYCDEP Assets.
4. The Equinor Parties will secure all necessary governmental permits and approvals and comply with all applicable laws, rules, and regulations when conducting its Crossing Operations within the same right-of-way of the NYCDEP Assets.
5. Except as may otherwise be agreed to by the Parties, Crossing Operations will be executed while the NYCDEP Assets are in service without adjustment to the elevation of the NYCDEP Assets and without any storage of machinery, equipment, materials or other property of the Equinor Parties on top of the NYCDEP Assets. The Equinor Parties agree to use commercially reasonable care when Crossing Operations occur within the same right-of-way as the NYCDEP Assets and shall be solely responsible for any damage caused during the Crossing Operations, including but not limited to damages caused by vibrations.
6. The Equinor Parties will adhere to the specifications shown on the crossing design attached as Exhibit “B”, *Empire Wind 1 New Infrastructure Crossings*. As part of such crossing design, the Equinor Parties agree to provide a closed-circuit television (“CCTV”) camera in accordance with NYCDEP requirements within the combined sewer outfall (“CSO”) referenced in Exhibit B. The Equinor Parties shall perform CCTV inspections of the CSO before construction begins and within 24 hours after completion of construction. The Equinor Parties shall submit, at NYCDEP’s request for NYCDEP review and acceptance, copies of the CCTV inspection videos and reports. Reports shall also include an assessment report that is signed and stamped by a Professional Engineer licensed in the State of New York and who has at least 15 years of experience in structural assessment.

7. When within the same right-of-way as the NYCDEP Assets and at least ten (10) business days prior to the commencement of a Crossing Operation, an Equinor Party shall provide written notification to NYCDEP informing it of its planned Crossing Operation activity. Commencement of a Crossing Operation shall be considered when there is planned soil disturbance. Commencement of a Crossing Operation does not include soils or groundwater testing, surveying (including but not limited to cable/pipeline location surveys, geotechnical assessments and/or environmental sampling)). NYCDEP may determine thereafter if a designated NYCDEP representative(s) will be present during the Crossing Operation activity.
  - a. The designated NYCDEP representative(s) are entitled to be physically present during a Crossing Operation being executed by or on behalf of the Equinor Parties.
  - b. If physical presence is not possible, reasonable alternative methods of witnessing the Crossing Operation will be agreed upon by the Parties in advance, said agreement shall not be unreasonably conditioned, delayed or withheld by a Party.
8. Within 120 days of commercial operation of the EW 1 Project, an Equinor Party will provide to NYCDEP reproducible as-built drawing of the crossing, containing final elevations of the Interconnection Lines and actual burial depth along with the depiction of elevations, and any other pertinent information, as reasonably requested by the NYCDEP. Commercial operation shall be defined as the date on which energy is sold in commercial quantities, excluding test energy, and is transmitted through the EW 1 Project.
9. Except as otherwise provided in this Agreement, all notices and responses required within this Agreement will be in writing and will be duly served and received:
  - a. if delivered personally, then at the time of actual delivery; or
  - b. if sent by e-mail, then upon transmission, provided that the sender concurrently includes an electronic request that the recipient acknowledge receipt of the email, and the recipient responds by confirming receipt of the email. The Parties agree that an email recipient must respond promptly and accurately to such an electronic confirmation request and cannot either ignore it or refuse to respond; or
  - c. if sent by overnight delivery service, including but not limited to Federal Express, United States Postal Service special delivery, or similar, then upon delivery to the addressee; or
  - d. if sent by certified or registered mail, return receipt requested, then upon the date of delivery as set forth in the return receipt; or
  - e. sent by courier, on the second business day following the date of despatch.

All notices and other communications relating to this Agreement will be delivered as follows:

<b>Company Name:</b>	Empire Offshore Wind LLC
Designated Rep:	Emil Gjeset
Title:	Empire Wind Commercial Manager
Address:	600 Washington Blvd., Suite 800, Stamford, CT 06901
E-mail:	<a href="mailto:egjes@equinor.com">egjes@equinor.com</a> <a href="mailto:gm_usecc@equinor.com">gm_usecc@equinor.com</a>

With copy to: Legal Department, Equinor Renewables  
E-mail: [fg\\_us\\_ren\\_leg\\_notice@equinor.com](mailto:fg_us_ren_leg_notice@equinor.com)

With copy to: Danielle Higman, EW Commercial Lead  
E-mail: [dhigm@equinor.com](mailto:dhigm@equinor.com)

**Company Name:** New York City Department of Environmental Protection  
**Designated Rep:** Anastasios (Tasos) Georgelis, P.E.  
**Title:** Deputy Commissioner, Bureau of Water and Sewer Operations  
**Address:** 59-17 Junction Boulevard, 19<sup>th</sup> Floor  
Flushing, NY 11373

E-mail : [TasosG@dep.nyc.gov](mailto:TasosG@dep.nyc.gov)

With copy to: General Counsel, NYC Environmental Protection  
**Designated Rep:** Elissa Stein Cushman  
E-mail: [ecushman@dep.nyc.gov](mailto:ecushman@dep.nyc.gov)

The Parties may from time to time change the name and/or address of the designated recipient of notice by providing written notice of such a change. The change shall be effective when the notice is deemed received as provided in this paragraph.

10. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE EQUINOR PARTIES SHALL JOINTLY AND SEVERALLY RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF NEW YORK AND EACH OF THE CITY'S AGENTS, EMPLOYEES, OFFICIALS CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES," EACH AN "INDEMNIFIED PARTY") AGAINST ANY LOSS, DAMAGE, CLAIM, SUIT, LIABILITY, JUDGMENT OR EXPENSE (INCLUDING REASONBLE ATTORNEY'S FEES AND THE COSTS OF LITIGATION), ARISING UNDER ANY THEORY OF LEGAL LIABILITY (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO NEGLIGENCE OR GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT), ARISING OUT OF OR RELATED TO (A) INJURY TO OR DEATH OF ANY PERSONS (INCLUDING BUT NOT LIMITED TO INJURY TO OR DEATH OF EMPLOYEES OF NYCDEP OR ITS AFFILIATES OR ANY OF ITS OR THEIR CONTRACTORS OR SUBCONTRACTORS), (B) DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING THAT OF NYCDEP AND ITS AFFILIATES OR ANY OF ITS OR THEIR CONTRACTORS OR SUBCONTRACTORS), AND/OR (C) ENVIRONMENTAL DAMAGE OR POLLUTION, IN EACH CASE ARISING FROM OR RELATED TO THE PERMISSION GRANTED UNDER THIS AGREEMENT, THE EQUINOR PARTIES INSTALLATION ACTIVITIES TO BE PERFORMED BY THE EQUINOR PARTIES OR THE EQUINOR PARTIES' REPRESENTATIVES PURSUANT TO THIS AGREEMENT AND/OR ANY EQUINOR PARTIES REPRESENTATIVES' CONDUCT OF ANY OPERATIONS RELATING THERETO AROUND THE NYCDEP ASSETS. AS USED IN THIS PARAGRAPH, "EQUINOR PARTIES REPRESENTATIVES" MEANS EQUINOR PARTIES' AFFILIATES, OR ITS AND THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS AND SUBCONTRACTORS OF ANY TIER. INSOFAR AS THE FACTS OR LAW WOULD PREVENT THE FULL**

**INDEMNIFICATION OF ANY INDEMNIFIED PARTY, SUCH INDEMNIFIED PARTY SHALL BE INDEMNIFIED TO THE FULLEST EXTENT PERMITTED BY LAW.**

**EXCEPT FOR EQUINOR PARTIES' OBLIGATIONS ABOVE, THE PARTIES WAIVE AS AGAINST EACH OTHER ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES THEY MAY SUFFER IN CONNECTION WITH THIS AGREEMENT.**

An Equinor Party shall maintain or cause to be maintained in force and effect, and shall require its subcontractors to maintain or cause to be maintained in force and effect, at all times, to fully support its indemnification obligations hereunder, the minimum coverages and limits of insurance as required by NYCDEP as described in Exhibit "C".

11. Certain data and information that is disclosed by either an Equinor Party or NYCDEP shall be deemed "Confidential Information", as defined herein, when marked as such, except to the extent required by law through a subpoena, court order, or otherwise. Confidential Information includes all information or data furnished, directly or indirectly by either Equinor Party or NYCDEP to the other Party including, but not limited to, critical energy/electric infrastructure information ("CEII"), which shall mean the information defined at 18 C.F.R. §§ 388.113(a), (c), as amended and/or updated from time to time, regardless of the form in which it appears or under which it is communicated, including oral, printed, handwritten, electronic, and drawing form, including all copies or recordings thereof and the content of such information, including but not limited to, notes, plans, surveys, studies, formulations, processes, manuals, drawings, designs, specifications, equipment, software programs, operations, systems, patents, prototypes, models, memos, analysis, compilations, reports, user interfaces, environmental surveys and data, and administrative information. Notwithstanding the foregoing, nothing shall prevent Empire Wind from disclosing this Agreement to any lender or investor, or potential lender or investor, or any of its or their Affiliates, agents and professional advisors, and to any insurer or prospective insurer in connection with an insurance policy.
12. If any provision of this Agreement is adjudicated or otherwise found to be against public policy, void, or otherwise unenforceable, then such provision shall be deleted or modified, to the extent necessary in order to cause the remainder of this Agreement to be valid and enforceable. All such deletions or modifications shall be the minimum necessary to enable the Agreement to remain in effect, valid, and enforceable.
13. The term of this Agreement shall commence on the date on which both Parties have signed this Agreement and shall expire on the date on which the Empire Wind 1 Project has been fully decommissioned, provided that this Agreement may be earlier terminated in writing by Empire Wind. In the event the Agreement is terminated after commencement of the Crossings work, Equinor Parties shall restore all City property, including NYCDEP Assets, to a condition equal to or better than existed prior to the commencement of such work.
14. This Agreement may only be amended or modified by a written document signed by the authorized representatives of the NYCDEP and the Equinor Parties.

15. Equinor Parties shall not assign this Agreement without the prior written consent of NYCDEP, which such consent shall not be unreasonably withheld, conditioned or delayed.
16. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce the same provision of this Agreement in the future, nor shall such a failure preclude the Party from asserting in the future that the same act or failure to act is a default.
17. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. Except in the case of any provision of this Agreement that is for the benefit of any lender or its designated agent (including without limitation paragraphs 15, 20 and 21), the rights in favor of the Parties contained herein shall be for the exclusive benefit of the Parties and their respective successors and assigns, it being the express intent of the Parties that no third party shall otherwise have any right or benefit under this Agreement.
18. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its rules regarding conflict of laws. Any judicial action to enforce this Agreement shall be commenced in a court of competent jurisdiction located within New York County, which the Parties agree is a convenient forum.
19. Notwithstanding the terms of this Agreement, the EW1 Project is subject to the PSC Case and shall comply with the regulations and obligations described therein. Should there be a conflict between this Agreement and the PSC Case, the PSC Case terms shall prevail.
20. Notwithstanding any other provision of this Agreement, (i) Empire Wind's default under any financing document shall not constitute a default under this Agreement, except to the extent that Empire Wind's actions or failure to act in and of itself constitutes a Default under this Agreement and (ii) the exercise of any rights or remedies of any such lender or its designated agent in connection therewith, including the consummation of any foreclosure and the transfer of the equity interests of Empire Wind, shall be permitted and shall not impact the rights or obligations of Empire Wind, or any successor-in-interest arising from lender's or agent's exercise of rights or remedies, under this Agreement.
21. Each Party shall, without charge, within thirty (30) days after request by the other Party or its lenders or proposed lenders or permitted assignee, certify by a duly executed and acknowledged written instrument that, (i) this Agreement has not been modified and is in full force and effect or, if there has been a modification, stating the nature and date of such modification and whether or not this Agreement is in full force and effect as modified, (ii) neither Party is then in default of its obligations hereunder, or if any Party is then in default, the nature and specifics of said default, (iii) that there is no pending or anticipated litigation relating to this Agreement, and/or (iv) as to any other matter which such a party may reasonably request.

22. The Equinor Parties and NYCDEP shall direct any commercial or operational questions pertaining to this Agreement to the designated representatives referenced in Paragraph 9 above or to such other person as may be designated by the Parties.

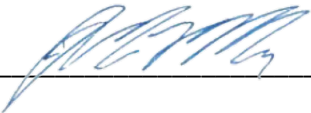
23. NYCDEP acknowledges that Empire Wind intends to obtain debt financing for EW1 and, without limiting any other provision of this Agreement, NYCDEP shall provide such publicly-available documents and other written information as may be reasonably requested by Empire Wind or any lender or its designated agent in connection with any such financing including.

This Agreement may be executed in any number of counterparts (which may be delivered via fax, emailed .pdf or other similar means of electronic delivery), each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one instrument. The Parties agree that a signature on a facsimile or electronic copy or counterpart copies of this Agreement, when delivered to the other Party, shall be as fully binding as an original signature.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have executed this Agreement as of the date and year first written above.

**New York City Department of Environmental Protection**

**Empire Offshore Wind LLC**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Joseph P. Murin

Name: Teddy Muhlfelder

Title: Chief Financial Officer

Title: President

**SBMT Asset LLC**

Approved as to form

By:  \_\_\_\_\_

Name: Teddy Muhlfelder

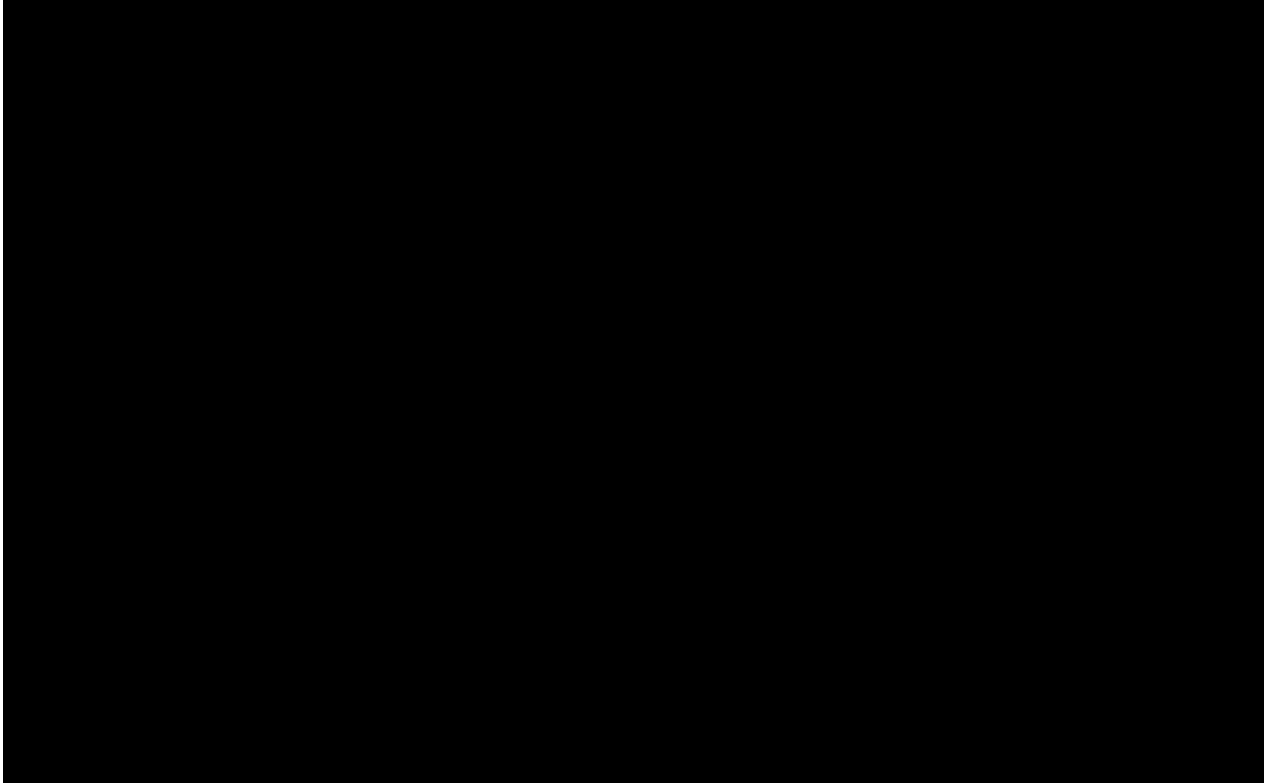
Title: President

  
Acting Corporation Counsel (NJ)  
2024-035048 5/1/2024

**Exhibit "A"**

**Attached to and made a part of that certain Crossing Agreement dated \_\_\_\_ by and among Empire Offshore Wind LLC, SBMT Asset LLC and New York City Department of Environmental Protection.**

**NYCDEP Asset Map within SBMT**



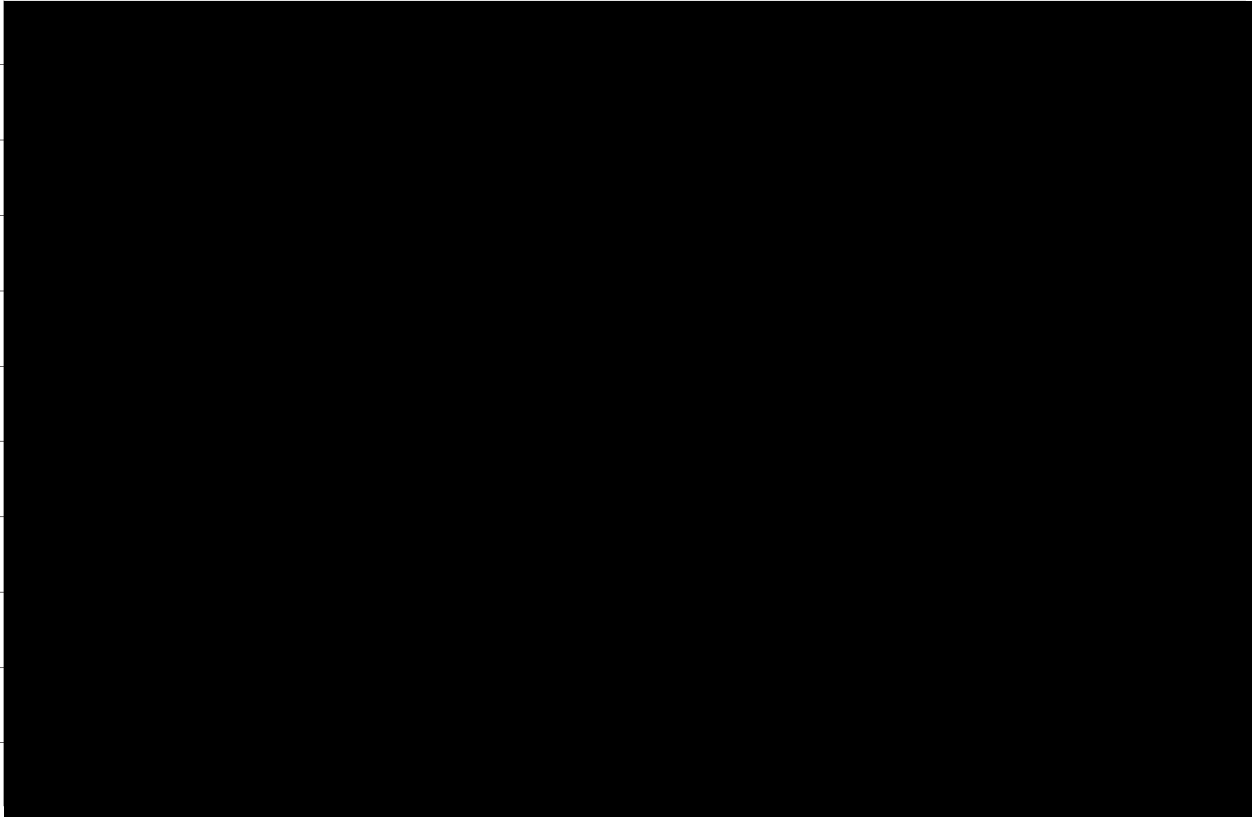


**EXHIBIT "B"**

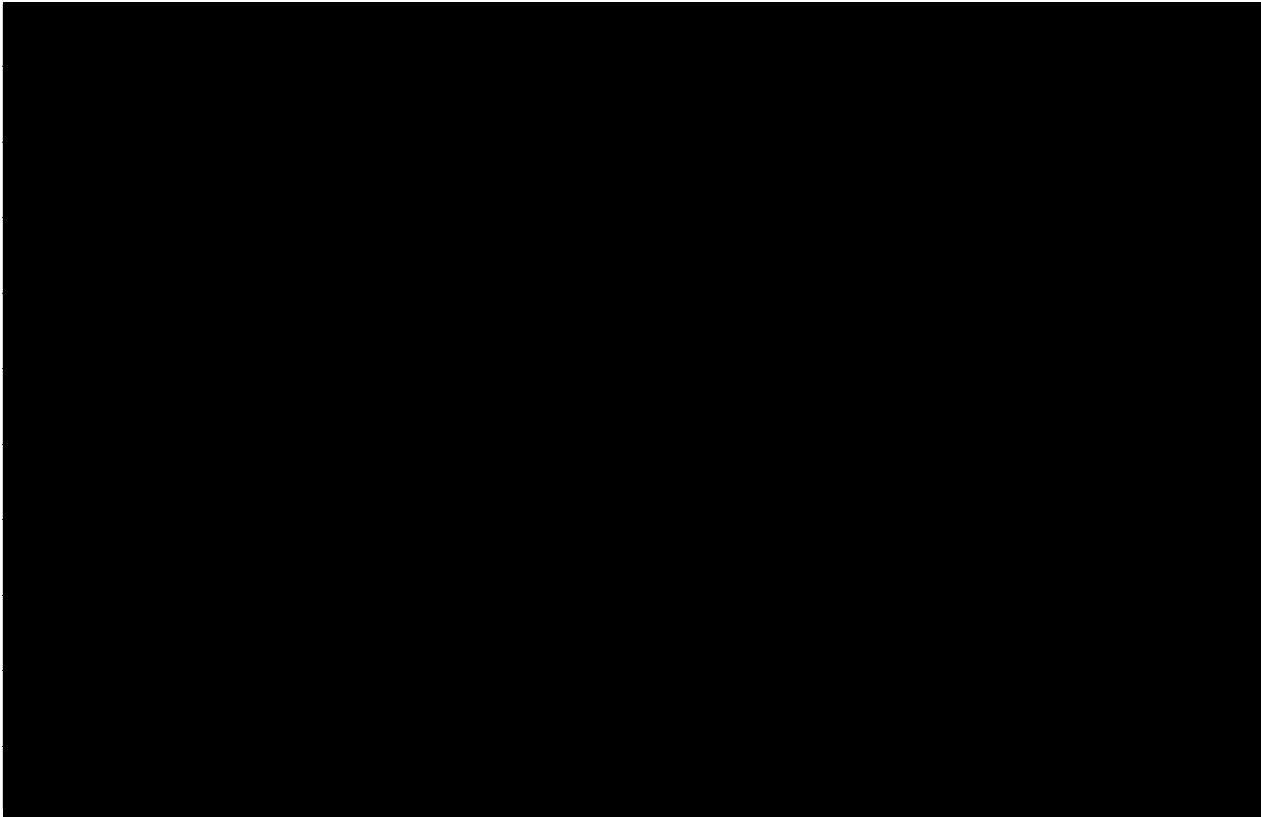
**Attached to and made a part of that certain Crossing Agreement dated \_\_\_\_ by and among Empire Offshore Wind LLC, SBMT Asset LLC and New York City Department of Environmental Protection.**

**Empire Wind 1 New Infrastructure Crossings – Nine Total**

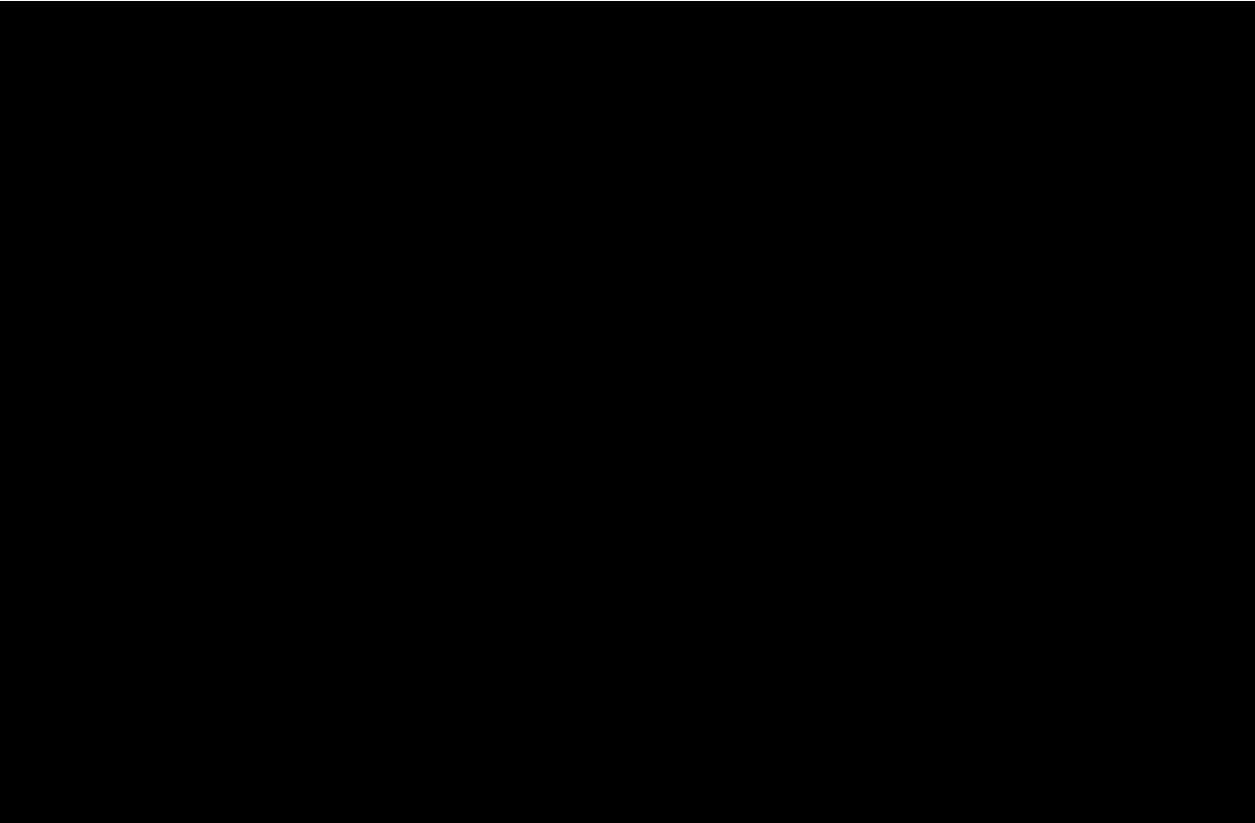
**Profile Drawing**



Plan View #1 with the CSO being located between between C9 and I9



Plan View #1 with the CSO located between between A9 and I9



**EXHIBIT "C"**

**NYCDEP REQUIRED INSURANCE COVERAGE DESCRIPTION**

## **Crossing Agreement Insurance Rider**

### **A. Workers' Compensation, Disability Benefits, and Employers' Liability Insurance.**

1. Equinor Parties shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with law.

2. Equinor Parties shall submit proof of each of their workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to NYCDEP in a form acceptable to the New York State Workers' Compensation Board at the time the signed Agreement is submitted to NYCDEP. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

- *Workers' Compensation Insurance:*

- o Form C-105.2, Certificate of Workers' Compensation Insurance;
- o Form U-26.3, State Insurance Fund Certificate of Workers' Compensation Insurance;
- o Form SI-12, Certificate of Workers' Compensation Self-Insurance;
- o Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance; or
- o Form CE-200-Affidavit of Exemption.

- *Disability Benefits Insurance:*

- o Form DB-120.1, Certificate of Disability Benefits Insurance;
- o Form DB-155, Certificate of Disability Benefits Self-Insurance; or
- o Form CE-200-Affidavit of Exemption.

3. The certificate holder shall be listed on such forms as follows:

City of New York  
c/o General Counsel, Bureau of Legal Affairs  
New York City Department of Environmental  
Protection  
59-17 Junction Blvd.  
Flushing, NY 11373

B. Additional Insurance Required by the City. Equinor Parties shall maintain and, as indicated, shall cause their contractor(s) to maintain the following insurance:

1. Commercial General Liability (CGL) insurance protecting the insureds from claims that may arise from the Work, the Structure, or any operations under this Agreement. Such CGL shall be at least as broad as the most recently issued Insurance Services Office (ISO) form CG 00 01 and shall be "occurrence" based instead of "claims-made."

a. Equinor Parties shall maintain CGL insurance in the following minimum amounts:

<b>Per Occurrence</b>	5,000,000
<b>Personal &amp; Advertising Injury</b>	\$1,000,000
<b>Aggregate (Per Location Basis)</b>	\$10,000,000
<b>Products/Completed Operations</b>	\$2,000,000

b. The CGL insurance policy shall name the City of New York, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent editions of ISO Forms CG 20 26 and CG 20 37. Equinor Parties shall maintain coverage for the City, together with its officials and employees, for products/completed operations for a minimum of three years after this Agreement expires or is terminated.

C. General Requirements for Insurance Coverage and Policies. The following requirements apply to the coverages described above in section B:

1. *ISO Forms.* Wherever section B above requires that insurance coverage be "at least as broad" as a specified ISO form, there is no obligation that the form itself be used, provided that the alternative form provides coverage at least as broad as the specified form.
2. *Ratings.* All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-VII, a Standard and Poor's rating of at least A, a Moody's Investors Service Rating of at least A3, or a Fitch Ratings rating of at least A- unless prior written approval is obtained from the Department in consultation with the City Corporation Counsel.
3. *Primary and Non-Contributing.* Policies of insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

4. *Limits.* The City's limits of coverage for the insurance required shall be the greater of (i) the minimum limits set forth in this Agreement or (ii) the limits provided to either of Equinor Parties or their contractor(s), as applicable under all primary, excess and umbrella policies covering operations under this Agreement.
5. *Responsibility for Costs.* The City shall not be responsible for the payment of any premiums, deductibles, self-insured retentions, or any other aspect of a self-insurance program to which the required policies of insurance are subject, whether or not the City is an insured under the policy.
6. *Self Insurance.* There shall be no self-insurance program or self-insured retention with regard to any insurance unless approved in writing by the Commissioner. Further, Equinor Parties shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Agreement, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

D. Proof of Insurance. The following requirements apply to the coverages described above in section B:

1. *Initial Proof* Equinor Parties shall provide complete certificate of insurances, a duly executed certification of broker or agent in the form attached hereto, and additional insured endorsements to NYCDEP upon submission of the signed Agreement.
2. *Proof of Renewal.* Proof confirming renewals of insurance shall be submitted to NYCDEP prior to the expiration date of coverage of policies required under this Insurance Rider. Such proof shall conform to the requirements of (D)(1) above.
3. *Demand for Policies.* Equinor Parties must provide or cause to be provided a copy of any required policy upon demand for such policy by NYCDEP or the City Corporation Counsel.

E. Miscellaneous. The following provisions apply to the coverages described above in section B:

1. In the event any of the work is to be conducted near the property of any person who reasonably requires other types of insurance (for example, Railroad Protective Insurance for Work near a train track) or higher limits, Equinor Parties shall procure and submit proof of such insurance as a condition to this Agreement. Where appropriate, the City, including its officials and employees, shall be named an Additional Insured thereon.
2. Acceptance by the Commissioner of a Certificate of Insurance or any other action or inaction by the Commissioner or NYCDEP does not waive Equinor Parties' obligation to

ensure that insurance fully consistent with the requirements herein is maintained nor does it waive Equinor Parties' liability for its failure to do so.

3. Equinor Parties may satisfy their insurance obligations through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein. At the Commissioner's sole discretion, Equinor Parties may satisfy their insurance obligations through a type of insurance other than Commercial General Liability insurance so long as such insurance provides materially the same level of coverage, both for Equinor Parties and the City, as otherwise required herein.
4. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Agreement, Equinor Parties shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to the work, the Structure, or any operations under this Agreement (including notice to Commercial General Liability insurance carriers for events relating to Equinor Parties' own employees) no later than 20 days after such event or sooner, if required by the insurance policy. Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as Additional Insured as well as the Named Insured." Such notice shall also contain the following information to the extent known: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. Equinor Parties shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If Equinor Parties fail to comply with the requirements of this paragraph, Equinor Parties shall jointly and severally indemnify the City, together with its officials and employees, for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees
5. In the event either of Equinor Parties receive notice, from an insurance company or other person, that any insurance policy required under this Agreement shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, Equinor Parties shall immediately forward a copy of such notice to the Commissioner. Notwithstanding the foregoing, Equinor Parties shall ensure that there is no interruption in any of the insurance coverage required hereunder.
6. The insurance coverage required herein shall not relieve Equinor Parties of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or the law.



7. Equinor Parties waive all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under section B of this insurance rider (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of Equinor Parties and/or either of their employees, agents, or servants of its contractors or subcontractors.

## **CERTIFICATES OF INSURANCE**

### **Instructions to New York City Agencies, Departments, and Offices**

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

