



CITY OF PEEKSKILL  
CITY HALL

840 MAIN STREET  
PEEKSKILL, NEW YORK 10566

(914) 737-3400  
FAX No. (914) 737-2688

## **CITY OF PEEKSKILL FACILITIES DEVELOPMENT CORPORATION**

**Tuesday, October 24, 2023**  
**City Council Chambers**  
**840 Main Street, Peekskill, New York**  
**7:00 P.M.**

Members of the public will also be provided access to listen to a live stream of this meeting via audio broadcast on the Government Access Cablevision Channel 78/Verizon Fios Channel 28, or on the Peekskill website at <https://www.cityofpeekskill.com/home/pages/meeting-video>. A recording will be at the PFDC website along with transcribed meeting minutes when available.

1. **Executive Session**
2. Correspondence
3. Acceptance of Minutes
  - Draft Meeting Minutes September 26, 2023 (attached)
4. Monthly Financial Report (attached)
  - DRAFT 2024 PFDC Budget (attached for adoption)
5. Old Business Reports and Discussion
  - Kitchen Incubator – Update
    - a. Phase 1 Environmental Audit - Award contract
    - b. Day & Stakosa Civil Engineering Contract – Award contract
    - c. USDA Quarterly Project and Semi-Annual Financial Reports due
    - d. PFKI backup Capital Sources and Project Cost Discussion
    - e. Planning Commission and Council Project Review Update
    - f. Mechanical engineer and Kitchen Incubator Operations Contract Update
6. **New Business**
7. **Adjournment**

**DRAFT**  
**PEEKSKILL FACILITIES DEVELOPMENT CORPORATION (PFDC)**  
**DRAFT MEETING MINUTES**  
**Tuesday, September 26, 2023 at 7:00 P.M.**  
**840 Main Street (2<sup>nd</sup> Floor Council Chambers) Peekskill, NY 10566**

Members of the public were provided access to listen to a live stream of this meeting via audio broadcast on the Government Access Cablevision Channel 78/Verizon Fios Channel 28, or on the Peekskill website at <https://www.cityofpeekskill.com/home/pages/meeting-video>. A recording will be at the PIDA website.

Board Members Present: Deborah Post, Alan Kravitz, Juliene Bell-Smith, Rohan DeFreitas, Janice Thompson and Drew Claxton

Board Members Absent:

Staff Present: Matthew Rudikoff, Executive Director, Adriana Baranello, Counsel and Justin Miller, Counsel (via Zoom)

Also Present: MJM Television and Video Productions, Joseph Thompson, AIA

Ms. Post suggested that the since the next Agenda items were both PIDA and PFDC items, that the PFDC Meeting would be opened at 7:27 PM. As the first order of business was the August 1, 2023 Special Meeting minutes, Ms. Post asked if there were any comments, and there being none, Ms. Claxton moved and Mr. Defreitas seconded a motion accepting the Minutes. Motion carried with Ms. Claxton's abstention because of not having been a PFDC member at the time of that meeting. Ms. Post stated the PIDA and PFDC would run concurrently and that pertinent parts of the discussion would be included in the respective set of each Agency's meeting minutes.

There being no correspondence or Report on the distributed Financial Report in the Agenda package, the Chairman called the first item of business which was discussions on the Public Art Video internship program and Mr. Rudikoff reported that he had met with Project Director Livia Straus who was upbeat about the Internship Program indicating that several Interns had already been selected, that she would be contacting Peekskill Central School's Diversity, Equity and Inclusion Director, Dr. Daniels and Mr. Rudikoff stated that he repeated the Agency's requirements that stipends could only be paid to City residents and that it was requested that there be 4-5 interns with the internships being shorter such as approximately 2 months; but that no clear agreement was reached on the form of the Agreement that would be needed to document the Program and funding. It was suggested that Mr. Defreitas and Ms. Bell-Smith attend a meeting with Mr. Rudikoff and Ms. Straus to reach an understanding on what could be written up to formalize the arrangement.

Ms. Post stated that the next item of business is an update on the Peekskill Firehouse Kitchen Incubator (PFKI) and Mr. Rudikoff reported that the PFDC's \$1.98 million Economic Development Construction Grant Application was submitted to NYS Empire State Development (NYSESD) Application. The new grant application carries a new local share of \$180,000 and that grant decisions were due around year's end; and that at the time when a grant award is made NYSESD allows proceeding with certain project activities such as bidding while the grant award paper work is processed. Mr. Rudikoff continued, reporting on the status of Planning Commission and Common Council review including that the

Firehouse title transfer required Public Hearing was held on August 25<sup>th</sup> and that the next steps are the Council acting on SEQR for all three (3) actions, and on the Special Use Permit issuance, the land transfer authorization and the making of the inter-fund transfer of funding for use for both PFKI cash flow and for other Peekskill economic development projects.

Ms. Post asked how the Public Hearing went and if there were any speakers. Mr. Rudikoff responded that he made a presentation explaining about the PFDC, the Incubator Project and the purpose of the title transfer. One member of the public had some questions about the City's role and Mayor McKenzie responded. Mr. Rudikoff concluded with the specific written resolutions for SEQR and the other actions. Regarding the Planning Commission schedule, it is a condition of Site Plan approval that the Council first issues the Special Permit and that the Site Plan Application requires various civil engineer prepared submissions.

Mr. Kravitz reported that the RFP - selected civil engineer is working to complete their USEDA required SAM.gov registration before USEDA authorizes the award of the contract and therefore Planning Board review is waiting. Mr. Kravitz continued leading a discussion of the sources of funding including the USEDA Grant, the applied for NYS GRANT, PFDC matching funds and Westchester County; and the budgeting of those expenses by year of the expenditures for the continued design, bidding preparation and review, construction expenses; small equipment and supplies purchases and the beginning of operations until the time when the PFKI is open and operating self – sufficiently and for start-up and other expenses additional sources of funding will be sought as needed.

Ms. Claxton asked where the pending NYS ESD Grant funding would be applied in the budget and Mr. Kravitz explained that the NYS funding and related matching funding would be applied toward all the grant eligible activities listed in the sources including items which were not eligible for funding under the USEDA grant and matching funding. Mr. Rudikoff, stated that a helpful overview is that the \$5 million project is based on the original USEDA \$3 million project cost; plus \$1 million for inflation since February, 2022; and an additional \$1 Million for small equipment, pots and pans, etc. and for PFKI soft costs that were not eligible for USEDA funding but can be eligible for the applied-for NYS Grant.

Ms. Post asked what the role of the inter-fund transfer of City funds from the City's community development loan repayment account to the PFDC and Mr. Rudikoff stated that that funding, currently planned to be \$1.4 million is to continue to be used for City economic redevelopment projects which will be aided by the PFDC transactional flexibility and will also be used for PFKI implementation cash flow during construction for paying PFKI expenses which will be reimbursed by USEDA from grant funding and to evidence the funding "on-hand" for PFDC to be authorized to bid and award construction contracts.

Ms. Post stated that certain items are projections from the proforma on operations income and costs and regarding sources of funding for the objective of minimizing direct use of PFDC's limited local funds and Mr. Kravitz reviewed the plan of continuing to expand the areas of County input including for matching the applied for NYS ESD grant required local share and trying to achieve parity in terms of local funding provided.

Mr. Kravitz, on operating income, reported on the plan that PFKI team members would be starting a training program during 2024 to prepare beginning food entrepreneurs who want to use the PFKI for their new businesses to organize themselves to meet PFKI minimal qualifications for PFKI use eligibility such as their business organization, insurance, etc. Ms. Post stated that Board members get their input

including formatting and being able to follow cumulative expenses or additional questions in to Mr. Rudikoff and Mr. Kravitz as the sources and uses takes shape.

Ms. Post and the Board raised the question about the need for a Phase 1 Audit and it was agreed that a Phase 1 Audit should be done on the 701 Washington building and grounds and Mr. Rudikoff agreed that he would procure for said services and get the Phase 1 report contracted for.

Ms. Post asked if there were other PFKI items to discuss and Mr. Rudikoff added that in regard to the Board's continued discussion about the form of ownership and operations of PFKI that he suggested that a conference call with Seth Bronstein, Executive Director of the Queens County (NY) Economic Development Corporation (QCEDC), which is the owner and operator of the Entrepreneur Space Kitchen Incubator which PFKI kitchen incubator consultant, Kathrine Gregory is the Executive Director of - to understand the role of the QCEDC in managing its operations. The Board agreed and Mr. Rudikoff will organize that call with Board members and Mr. Miller.

Mr. Rudikoff reported on the final Agenda items which is that as of September 30, 2023 the USEDA required Quarterly Project Report and the Semi-Annual Financial Progress report are due and will be prepared and submitted by the end of October, 2023.

There being no other new or other PFDC business, Mr. Kravitz moved and Mr. Defreitas seconded a motion to close the PFDC Meeting at 8:25 PM. Motion Carried.

**Peekskill Facilities Development Corporation**  
**Summary of Revenues and Expenditures**  
**As of October 19, 2023**

<u>Account No.</u>		<u>Budget</u>	<u>Actual</u>	<u>Ytd Budget</u> <u>Balance</u>
	<u>Revenues</u>			
019.0019.2401	INTEREST EARNINGS	\$250.00	\$495.00	\$245.00
019.0019.2402	APPROPRIATED FUND BALANCE	\$75,000.00	\$0.00	(\$75,000.00)
019.0019.1297	APPLICATION FEES	\$0.00	\$0.00	\$0.00
019.0019.3787	MAIN ST GRANT	\$0.00	\$0.00	\$0.00
	<b>Total Revenues</b>	<b>\$75,250.00</b>	<b>\$495.00</b>	<b>(\$74,755.00)</b>
	<u>Expenditures</u>			
019.1900.1990	CONTINGENT	\$250.00	\$0.00	\$250.00
019.6989.0401	PROFESSIONAL FEES	\$5,000.00	\$5,121.00	(\$121.00)
019.8610.0476	WORKFORCE DEVL PROGRAM	\$70,000.00	\$0.00	\$70,000.00
	<b>Total Expenditures</b>	<b>\$75,250.00</b>	<b>\$5,121.00</b>	<b>\$70,129.00</b>
	<b>Surplus (Deficit)</b>		<b>(\$4,626.00)</b>	
	<b>NET ASSETS/FUND BAL 2022</b>		<b>\$124,168.78</b>	
	<b>Account Payable 10/19/2023</b>		<b>\$0.00</b>	
	<b>Fund Balance as of 10/19/2023</b>		<b>\$119,542.78</b>	
	<b>Cash Balance 10/19/2023</b>		<b>\$119,542.78</b>	

**PEEKSKILL FACILITIES DEVELOPMENT CORPORATION  
PROPOSED BUDGET FOR 2024**

<b>19 - PFDC</b>		<b>PEEKSKILL FDC</b>				
<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 ACTUAL</b>	<b>ORIGINAL 2023 BUDGET</b>	<b>ADJUSTED 2023 BUDGET</b>	<b>9/21/2023 ACTUAL</b>	<b>2024 REQUESTED</b>
<b>REVENUE</b>						
019.0019.1297	APPLICATION FEES	70,000.00	-	-	-	-
019.0019.2401	INTEREST EARNINGS	190.22	250.00	250.00	495.00	<u>250.00</u>
019.0019.2402	APPROPRIATED FUND BAL	-	75,000.00	75,000.00	-	<u>85,000.00</u>
019.0019.3787	NYS MAIN ST GRANT ADMIN	200,000.00	-	-	-	-
<b>TOTAL REVENUE</b>		<b>270,190.22</b>	<b>75,250.00</b>	<b>75,250.00</b>	<b>495.00</b>	<b>85,250.00</b>
<b>EXPENSES</b>						
<i>0100 PERSONAL SERVICES-SALARY</i>						
019.8610.0100	GRANT ADMINISTRATOR	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL PERSONAL SERVICES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	-
<b>OPERATING EXPENSES</b>						
019.6989.0401	PROFESSIONAL FEES	-	5,000.00	5,000.00	5,121.00	<u>15,000.00</u>
019.8610.0470	UNCLASSIFIED-MAIN ST GRANT	204,480.10	-	-	-	-
019.8610.0476	WORKFORCE DEVL PROGRAM		70,000.00	70,000.00		<u>70,000.00</u>
019.1900.1990	CONTINGENT		250.00	250.00	-	<u>250.00</u>
<b>TOTAL OPERATING EXPENSES</b>		<b>204,480.10</b>	<b>75,250.00</b>	<b>75,250.00</b>	<b>5,121.00</b>	<b>85,250.00</b>
<b>EMPLOYEE BENEFITS</b>						
019.9030.803	SOCIAL SECURITY	-	-	-	-	-
019.9030.812	MTA MOBILITY TAX	-	-	-	-	-
<b>TOTAL EMPLOYEE BENEFITS</b>		-	-	-	-	-
<b>TOTAL EXPENSES</b>		<b>204,480.10</b>	<b>75,250.00</b>	<b>75,250.00</b>	<b>5,121.00</b>	<b>85,250.00</b>
<b>FUND 019 PFDC Surplus / (Loss)</b>		<b>65,710.12</b>	<b>0.00</b>	<b>0.00</b>	<b>(4,626.00)</b>	<b>0.00</b>
<b>NET ASSETS / FUND BAL 2022</b>					<b>124,168.78</b>	
<b>ACCOUNT PAYABLE 09-2023</b>					<b>0.00</b>	
<b>FUND BAL AS OF 09/21/2023</b>					<b>119,542.78</b>	
<b>CASH BALANCE 09/21/2023</b>		<b>\$ 119,542.78</b>				
<b>Footnote:</b>	019.0019.1297 - Rev	1 Park Place Workforce development payment \$70,000.00				
	019.8610.0476 - Exp	Workforce programming to be determined				
	019.6989.0401 - Exo	Legal fees - Kitchen Incubator				

**GENERAL LISTING WITH ANTICIPATED YEAR OF EXPENDITURE**

Items in blue are pending

Items in red are approximations.

Source	Description	Refundable	2023	2024	2025	2026	Use	Notes
PIDA	Initial Building Appraisal 2021	No	\$4,495.00				Professional Fee	
PIDA	Match for EDA Grant	No		\$599,167.00			Construction	Fixed Equipment
PIDA	Match for NYSCG Grant	No		\$90,000.00			Construction	Moveable Equipment
PIDA \$100,000	Architect PIDA/PFDC Share	No		\$20,000.00			Professional Fee	
PIDA \$100,000	Legal	Yes EDA	\$60,000.00				Professional Fee	Pending Justin's estimate
PIDA \$100,000	Permits	Yes EDA	\$16,950.00				Professional Fee	
PIDA \$100,000	Costing Estimator	No	\$4,500.00				Professional Fee	
PIDA \$100,000	Building Insurance initial	Yes EDA	\$1,500.00				Construction	
PIDA \$100,000	Building security initial	Yes EDA	\$600.00				Construction	
PIDA \$100,000	Building surveillance initial	Yes EDA	\$1,000.00				Construction	
EDA	Grant			\$2,396,668.00			Construction	Fixed Equipment
NYSCG Pending	Grant			\$1,801,609.95			Construction	Moveable Equipment
Westchester	Kitchen Consultant	No	\$15,000.00				Professional Fee	
Westchester	Architect paid via Kitchen Consultant	No	\$35,000.00				Professional Fee	
Westchester	Grant writer	No	\$50,000.00				Professional Fee	
Westchester	Operations Early hires salaries	No		\$50,000.00			Operations	
Westchester	Match for NYSCG Grant	No		\$90,000.00			Construction	
Not Funded	Operations Cash flow maintenance	No			\$130,000.00		Operations	
Not Funded	Operations Cash flow maintenance	No				\$40,000.00	Operations	

**Sort ON SOURCE**

Source	Description	Refundable				Use
EDA	Grant		\$2,396,668.00			Construction
Not Funded	Operations Cash flow maintenance	No	\$130,000.00			Operations
Not Funded	Operations Cash flow maintenance	No	\$40,000.00			Operations
NYSCG Pending	Grant		\$1,801,609.95			Construction
PIDA	Initial Building Valuation 2021	No	\$4,495.00			Professional Fee
PIDA	Match for EDA Grant	No	\$599,167.00			Construction
PIDA	Match for NYSCG Grant	No	\$90,000.00			Construction
PIDA \$100,000	Architect PIDA/PFDC Share	No	\$20,000.00			Professional Fee
PIDA \$100,000	Legal	Yes EDA	\$60,000.00			Professional Fee
PIDA \$100,000	Permits	Yes EDA	\$16,950.00			Professional Fee
PIDA \$100,000	Costing Estimator	No	\$4,500.00			Professional Fee
PIDA \$100,000	Building Insurance initial	Yes EDA	\$1,500.00			Construction
PIDA \$100,000	Building security initial	Yes EDA	\$600.00			Construction
PIDA \$100,000	Building surveillance initial	Yes EDA	\$1,000.00			Construction
<b>Total PIDA</b>			<b>\$798,212.00</b>			
Westchester	Kitchen Consultant	No	\$15,000.00			Professional Fee
Westchester	Architect paid via Kitchen Consultant	No	\$35,000.00			Professional Fee
Westchester	Grant writer	No	\$50,000.00			Professional Fee
Westchester	Operations Early hires salaries	No	\$50,000.00			Operations
Westchester	Match for NYSCG Grant	No	\$90,000.00			Construction
<b>Total Westchester</b>			<b>\$240,000.00</b>			

**Sort ON USE WITHOUT WESTCHESTER**

Source	Description	Refundable				Use
PIDA	Match for EDA Grant	No	\$599,167.00			Construction
PIDA	Match for NYSCG Grant	No	\$90,000.00			Construction
PIDA \$100,000	Building Insurance initial	Yes EDA	\$1,500.00			Construction
PIDA \$100,000	Building security initial	Yes EDA	\$600.00			Construction
PIDA \$100,000	Building surveillance initial	Yes EDA	\$1,000.00			Construction
EDA	Grant		\$2,396,668.00			Construction
NYSCG Pending	Grant		\$1,801,609.95			Construction
<b>Total Construction</b>			<b>\$4,890,544.95</b>			
Not Funded	Operations Cash flow maintenance	No	\$130,000.00			Operations
Not Funded	Operations Cash flow maintenance	No	\$40,000.00			Operations
<b>Total Operations</b>			<b>\$170,000.00</b>			
PIDA	Initial Building Valuation 2021	No	\$4,495.00			Professional Fee
PIDA \$100,000	Architect PIDA/PFDC Share	No	\$20,000.00			Professional Fee
PIDA \$100,000	Legal	Yes EDA	\$60,000.00			Professional Fee
PIDA \$100,000	Permits	Yes EDA	\$16,950.00			Professional Fee
PIDA \$100,000	Costing Estimator	No	\$4,500.00			Professional Fee
<b>Total Professional Fees</b>			<b>\$105,945.00</b>			
<b>Grand Total Less Westchester</b>			<b>\$5,166,489.95</b>			
<b>Professional Fees/Operations/Construction</b>						
Westchester	Kitchen Consultant	No	\$15,000.00			Professional Fee
Westchester	Architect paid via Kitchen Consultant	No	\$35,000.00			Professional Fee
Westchester	Grant writer	No	\$50,000.00			Professional Fee
Westchester	Operations Early hires salaries	No	\$50,000.00			Operations
Westchester	Match for NYSCG Grant	No	\$90,000.00			Construction
<b>Total Westchester</b>			<b>\$240,000.00</b>			

**AUTHORIZING RESOLUTION**  
***(Engagement of PVE Engineering, LLC)***

A regular meeting of the City of Peekskill Facilities Development Corporation was convened on October 24, 2023 at 7:00 p.m. in City Hall.

On motion duly made and seconded, the following resolution was placed before the members of the Peekskill Facilities Development Corporation:

RESOLUTION OF THE CITY OF PEEKSKILL FACILITIES DEVELOPMENT CORPORATION (PFDC) AUTHORIZING THE ENGAGEMENT OF PVE ENGINEERING, LLC TO PERFORM A PHASE 1 ENVIRONMENTAL AUDIT OF 701 WASHINGTON STREET.

WHEREAS, the **CITY OF PEEKSKILL FACILITIES DEVELOPMENT CORPORATION** (hereinafter called PFDC) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities and other economic development activities; and

WHEREAS, upon PFDC Executive Director review of the five (5) responses received by the PFDC from the RFP for environmental auditing consulting service providers, dated September 27, 2023, which determined PVE's responsiveness and qualifications; the PFDC desires to engage PVE to perform the 701 Washington Street Phase 1 Environmental Audit;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE PEEKSKILL FACILITIES DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Agency hereby authorizes the Executive Director to execute a contract for services with PVE as detailed in their contract and scope of work dated September 28, 2023 for the fixed lump sum price of \$2,000.

Section 2. The members, officers, employees and agents of the PFDC are hereby authorized and directed for and in the name and on behalf of the PFDC to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the PFDC with all of the terms, covenants and provisions of the documents executed for and on behalf of the PFDC.



Section 3. These Resolutions shall take effect immediately upon adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nea</u>	<u>Absent</u>	<u>Abstain</u>
Alan Kravitz	[    ]	[    ]	[    ]	[    ]
David Mauricio	[    ]	[    ]	[    ]	[    ]
Deborah Post	[    ]	[    ]	[    ]	[    ]
Juliene Bell-Smith	[    ]	[    ]	[    ]	[    ]
Drew Claxton	[    ]	[    ]	[    ]	[    ]

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss:

I, \_\_\_\_\_ the undersigned Secretary of the City of Peekskill Facilities Development Corporation,

**DO HEREBY CERTIFY**

That I have compared the foregoing extract of the minutes of the meeting of the City of Peekskill Facilities Development Corporation (PFDC) including the resolution contained therein, held on October 24, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the PFDC and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said PFDC Board had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the PFDC present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said PFDC this 24th day of October 24, 2023.

\_\_\_\_\_  
TBD, Secretary

[SEAL]



September 28, 2023

The Peekskill Facilities Development Corporation  
ATTN: Matthew D. Rudikoff  
840 Main Street  
Peekskill, New York 10566

Re: **Proposal Phase I ESA:** 701 Washington Street, City of Peekskill, Westchester County, New York 10566  
Tax ID #32.20-9-1 (2.4 acres)

Dear Mr. Rudikoff:

Partridge Venture Engineering, PC, dba PVE Engineering (“PVE”), is prepared to conduct a Phase I Environmental Site Assessment (ESA) of the property described above. Our personnel have conducted hundreds of such assessments on behalf of lenders and principals involved in property transactions in a wide range of commercial and industrial settings. Our capabilities include soil and groundwater investigations, as well as brownfields remediation and redevelopment. This expertise enables us to effectively recognize and evaluate potential environmental concerns during the Phase I process.

The main objective of this assessment is to identify **Recognized Environmental Conditions**, specifically: Any evidence of past or present releases of hazardous substances (including 1,4-dioxane and per- and polyfluoroalkyl substances that are being considered by the EPA for inclusion) or petroleum products into the ground, groundwater, surface water, or structures of the subject properties. PVE will also review non-scope ASTM items including likelihood of lead based paint, asbestos containing material, mold growth, and radon.

## SCOPE OF SERVICES

Phase I ESA tasks are fully described in the attached Scope of Services. They can be divided into four main components:

- **Review of Environmental Records and Historical Sources**
- **Site Reconnaissance**
- **Interviews with Owners, Occupants and Government Officials**
- **Report Preparation**

Our Scope of Services has been formulated to meet or exceed **Standard Practice E 1527-21 for Phase I Environmental Site Assessments of Commercial Real Estate** developed by the American Society for Testing and Materials (ASTM). Adherence to this Standard permits the user to satisfy one of the requirements to raise the **innocent landowner defense** to CERCLA<sup>1</sup> liability and/or qualify for the Landowner Liability Protection (LLP) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001. The user of this Phase I ESA must provide information (if available) in order to qualify for this liability protection in the form of a User Questionnaire, which will be supplied by our office.

All reporting and field inspections will be conducted by PVE staff under the direct supervision of Environmental Professionals as defined by in ASTM Standard E 1527-21. PVE staff selected for this project meeting said definition include Conor Tarbell, John Conrad and Christopher Brown (see attached resumes).

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<sup>1</sup> - **Comprehensive Environmental Response, Compensation and Liability Act** - 1980 (Superfund) - One component of a successful *innocent landowner defense* requires, “all appropriate inquiry into previous ownership and uses of property consistent with good commercial and customary practices,” as defined in 42 USC 9601(3.5)(B).

*Environmental Liens Search*

The cost outlined below does not include a search for environmental liens; this step is required by the ASTM standard and can be completed during a normal title search by others, and appended to the report. Alternatively, the Client can request that PVE complete this step. If a liens search is requested and the subject property encompasses only one tax parcel the environmental liens search will be provided for a fee of \$260.00.

**COST**

The services outlined above will be performed for a fixed lump sum cost of **Two Thousand Dollars (\$ 2,000.00)**. The Client will be billed for these services in accordance with the terms and conditions of the Contract and Fee Schedule. The Client is also responsible for the following additional fees, if applicable:

*Environmental Liens Search*

The cost above does not include a search for environmental liens; this step is required by the ASTM standard and can be completed during a normal title search by others, and appended to the report. Alternatively, the Client can request that PVE complete this step. If a liens search is requested and the subject property encompasses only one tax parcel the fees are incurred for the environmental liens search as follows:

- Lien search one tax parcel: \$260.00
- If an additional parcel owned by same entity, cost per parcel is \$100.
- If an additional parcel owned by different entity, cost per parcel is \$250.

*City Directory Search*

The cost above assumes the adjoining properties are located on either the same street as the subject property or only one other cross street.

**Costs associated with any additional requested services or consultations are not included in the cost outlined above.**

Additional services may include research to resolve potential Recognized Environmental Conditions (including parcels adjacent to the subject property which are listed on environmental databases), sample collection and analyses, and review of draft reports with the Client, and any other services required to complete the Phase I process to the Client's satisfaction. All such additional services will be billed on a time-and-materials basis.

**SPECIAL TERMS & CONDITIONS**

No special terms or conditions are in effect for this proposal.

**SCHEDULE**

All PVE services are provided in a timely manner. We can complete this Phase I ESA within approximately 2 weeks from authorization to proceed.

**STANDARD TERMS AND CONDITIONS**

The following Standard Terms and Conditions, together with the attached cost proposal and exhibits constitute the "Agreement" between PVE

Engineering, P.C. (Hereinafter the "Consultant") ("Consultant" shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter the "Client") for the performance of basic or additional services.

#### **PERFORMANCE OF SERVICES**

1. Consultant shall provide consulting services as described under this proposal with the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant's performance. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the services to be provided hereunder. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client.
2. The Consultant may rely upon information supplied by the Client, its contractors or sub-contractors, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.
3. Consultant assumes that the Client (or any local, state, or federal reviewing agency) will not request or require "Major or Significant" changes to the scope of work outlined in the proposal. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly.
4. Consultant assumes that unexpected or differing site conditions will not be encountered after work commences, including, but not limited to unanticipated obstructions, limited access, or inclement weather. If such site conditions are encountered, delays or scope changes could result, and the project schedule and budget will be adjusted accordingly.
5. Consultant will not be responsible for any application, permitting, or licensing fees associated with the scope of work, aside from maintaining its own professional licenses, unless otherwise provided for in the proposal.

#### **PAYMENT TERMS**

6. Unless other arrangements are made, or a pre-negotiated amount is agreed to or stipulated in the cost proposal, all services will be performed on an hourly basis. Time charges of personnel at a job site are actual time spent at the site plus travel time (Travel time is the time expended from Consultant's main office to jobsite and back to office). If directed by Client or if the Project requires it, any time spent on the project beyond a normal workday (8:00 am to 5:00 pm, Monday thru Friday, inclusive), over eight (8) hours a day, on weekends or on holidays will be billed at 1.5 times the standard hourly rate, except for the Principal which is always billed at the standard hourly rate.
7. The Client is responsible for payment of all charges for the work indicated on the attached proposal, and any additional services related thereto. Invoicing will occur monthly for services performed during the previous month. Client shall have fourteen (14) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid. Payment is due upon receipt of invoice and interest may be applied at a rate of 1.33% per month (16% annually) for accounts over 90 days past due. If payment is not made within 90 calendar days of the due date, the Consultant may suspend work in accordance with the notice provisions herein under the Suspension of Work and Termination provisions until such time as all payments due have been made. The hourly rates attached to this proposal are in effect for the calendar year in which this agreement is dated, and are subject to change on an annual basis.
8. Unless clearly stated otherwise, payment for services provided is not contingent upon financing arrangements or receipt of payment or funding from any third party.

#### **REIMBURSABLE EXPENSES**

9. Travel costs, transportation, international communications, photocopies, blueprints, photographs, postage, reproduction, shipping charges, rental equipment, laboratory fees, fees advanced on Client's behalf, parking fees and tolls will all be billed at cost plus mark-up percent as per the rate schedule or the proposal. Back-up information will be provided upon request.

#### **INSTRUMENTS OF SERVICE**

10. The Consultant and its sub-consultants (if any) shall be deemed the author and owner of its Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant shall also retain all right, title, interest in and to the programs, systems, data or materials utilized or produced by Consultant in the performance of its services. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and its sub-consultants. These documents or data may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents or data are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification. In such extent, Consultant may select counsel of its choice.
11. Instruments of Service will include those deliverables defined in the attached proposal and will be submitted to the Client for an acceptance period of 30 days. Any defects which the Client discovers in that time period shall be reported to the Consultant for correction.

**ELECTRONIC MEDIA**

12. The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to the Client in electronic media are for informational purposes only, are not an end product, and may not be distributed to third parties without Consultant's approval. The Consultant makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.
13. The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

**SERVICES DURING CONSTRUCTION**

14. If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the project site, will be to enable the Consultant to perform the duties as signed to and undertaken as a professional consultant, and to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. The Consultant can only comment on conditions readily observable during the site visits and cannot be held responsible for the correctness and completeness of the Contractor's work.
15. The Consultant shall not supervise, direct, or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any Contractor's failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The Contractor is solely responsible for the quality and completeness of the work performed, and the conformance to the Contract Documents provided. The Consultant does not guarantee the performance of the construction contracts by the Contractor and shall not be responsible for the Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
16. If the Consultant's services include shop drawing or submittal review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. Consultant approval of a submittal does not relieve the Contractor of its obligation to conform to the Contract Documents.
17. Consultant shall be held harmless, indemnified, and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons not under the Consultant's direct control performing any of the work in connection with the Project. Client will cause its contractor(s) for the Project to name Consultant as an additional insured under the contractor's liability policies and provide a copy of contractor's insurance certificate upon request.

**LIMITATION OF LIABILITY**

18. The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control, including other professional consultants contracted by Client on the Project. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. Client agrees that if Client employs, hires or contracts with any other professional consultants to assist Client on this Project, the Client will require such consultant to provide written evidence of professional liability insurance in an amount suitable to the scope of the Project. Proof of insurance will be provided to Consultant upon request.
19. The Consultant shall not be liable for any reasons for any special, indirect, or consequential damages including loss of use of any premises and loss of profit.
20. To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. If a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the lowest amount that a court determines to be a reasonable limitation of liability. As the Client's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against Consultant, not against any of Consultant's employees, officers or directors.

21. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to reasonable attorney's fees and charges and court and mediation costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be compensated by the Client at the Hourly Rates in place at that time.

#### **DISPUTE RESOLUTION/LEGAL ACTION**

22. Any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement must first be submitted to a non-binding mediation to resolve the same. If the dispute remains unresolved, claims, disputes, or controversies shall be resolved by litigation in an appropriate court in the State in which the project is located pursuant to the laws of the State in which the project is located. The successful party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs to be paid by the other party.
23. All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of the Consultant's services or the time that party knew or should have known of its claim, whichever is sooner.

#### **SUSPENSION OF WORK AND TERMINATION**

24. If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and any time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving seven (7) days written notice.
25. Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon seven (7) days written notice to the other party. The non-performing party shall have seven (7) days to cure the default prior to the termination taking effect.
26. If the Client fails to make payment within ninety (90) days of the due date for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice, suspend performance of services under this Agreement, or terminate the agreement at the Consultant's option. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension or termination shall take effect without further notice. The Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.
27. In the event of termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors.
28. All notices under this Agreement shall be in writing and sent by certified mail return receipt requested to the addresses indicated in the proposal.

#### **PRECEDENCE**

29. These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **SEVERABILITY**

30. If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

#### **SURVIVAL**

31. These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

#### **GOVERNING LAW**

32. This Agreement shall be governed by the internal laws of the State in which the project is located, without regard to principles of conflict of laws.

#### **MISCELLANEOUS**

33. In the absence of any subsequent written agreement executed between the Consultant and the Client, this Agreement, including all Standard

Terms and Conditions, shall be deemed applicable to all work performed for the Client by the Consultant on this Property, including additional or other work not specified in the Agreement, provided there is written authorization from Client.

**END OF TERMS AND CONDITIONS**

This Proposal remains valid for a period of sixty (60) days from the date of the proposal. To authorize these services please return authorization to proceed, we are prepared to initiate work upon receipt. If you have any questions or require any additional information, please don't hesitate to contact us. We look forward to working with you on this project.

Sincerely,

PVE ENGINEERING,



Conor B. Tarbell, QEP  
Regional Director of Environmental Services

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**PVE PROPOSAL**

**LIENS SEARCH REQUESTED:**

*(No search will be completed if this box is not checked)*

**AUTHORIZATION TO PROCEED**

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

*Project:*            *Phase I Environmental Site Assessment*  
701 Washington Street  
City of Peekskill, Westchester County, New York 10566  
Tax ID #32.20-9-1 (2.4 acres)

*Client:*            The Peekskill Facilities Development Corporation  
840 Main Street  
Peekskill, New York 10566

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## SCOPE OF SERVICES

### PHASE I ENVIRONMENTAL SITE ASSESSMENT

The main objective of this Scope of Services is to identify recognized environmental conditions, specifically: the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.. This Scope of Services meets or exceeds Standard Practice E 1527-21 for Phase I Environmental Site Assessments.

#### A. REVIEW OF ENVIRONMENTAL RECORDS AND HISTORICAL SOURCES

##### 1. Environmental Record Sources

PVE will obtain and review public records from standard sources that will help identify recognized environmental conditions relevant to the subject property:

Federal NPL Site List	Federal RCRA TSD List
Federal Delisted NPL Site List	Federal ERNS List
Federal CERCLIS List	State Lists of Hazardous Waste Sites
Federal CERCLIS NFRAP List	State Leaking Underground Storage Tank Lists
State Registered Storage Tanks Lists	State Landfill/Solid Waste Disposal Site Lists
Federal RCRA Generators List	State VCP Sites
Brownfields Sites	

To the extent necessary, PVE will check one or more of the following additional records or local sources:

Local Lists of Landfill/Solid Waste Disposal Sites  
 Fire Department  
 Planning Department  
 Local Lists of Hazardous Waste/Contaminated Sites  
 Building Permit/Inspection Department  
 Local/Regional Pollution Control Agency  
 Local/Regional Water Quality Agency  
 Local Electric Utility Companies  
 Local Lists of Registered Underground Storage Tanks  
 Local Records of Emergency Release Reports  
 Local Records of Contaminated Public Wells  
 Department of Health/Environmental Division

##### 2. Physical Setting Sources

PVE will review one or more of the following Physical Setting Sources:

USGS 7.5 Minute Topographic Map  
 USGS or State Bedrock Geology Maps  
 USGS or State Groundwater Maps  
 USGS or State Surficial Geology Maps  
 Soil Conservation Service Soil Maps

##### 3. Historical Use Information

PVE will consult one or more historical sources to develop a history of previous uses or occupancies of the subject property in order to identify those uses or occupancies that are likely to have led to recognized environmental conditions:

Aerial Photographs	Fire Insurance Maps
Property Tax Files	Recorded Land Title Maps
USGS 7.5 Minute Topographic Map	Local Street Directories
Building Department Records	Zoning/Land Use Records

#### B. SITE RECONNAISSANCE

On a visit to the property, PVE will visually and physically observe the property and any structures (interior and exterior) to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The site reconnaissance will include:

Periphery of the Property	Periphery of Structures
Interior of Structures	Current Uses of Property
Past Uses of Property	Current Uses of Adjoining Properties
Past Uses of Adjoining Properties	Uses of Surrounding Properties
Geologic and Topographic Conditions	Hydrogeologic & Hydrologic Conditions
Description of Structures	Roads
Potable Water Supply	Sewage Disposal System
Hazardous Substances	Petroleum Products

- Storage Tanks
- Pools of Liquid
- PCB Containing Equipment
- Stains or Corrosion
- Pits, Ponds, Lagoons
- Stressed Vegetation
- Wastewater
- Septic Systems
- Odors
- Drums and Containers
- Means of Heating & Cooling
- Drains & Sumps
- Stained Soil or Pavement
- Solid Waste
- Dry wells, Injection wells, Floor drains

C. INTERVIEWS WITH OWNERS, OCCUPANTS, AND GOVERNMENT OFFICIALS

PVE will conduct interviews with individuals familiar with the uses and conditions on the subject property. Questions may be asked in person, by telephone, or in writing. An attempt will be made to interview one or more of the following:

- User of the Phase I ESA
- Owner or Key Site Manager
- Current Owners or Occupants
- Past Owners or Occupants

and one or more government officials:

Local Fire, Health, or Environmental Agencies

Interviewees will be asked to provide helpful documents, if available:

- Site Plans, Maps, Drawings or Surveys
- Environmental Site Assessment Reports
- Environmental Audit Reports
- Environmental Permits
- Petroleum Bulk Storage Registrations
- Material Safety Data Sheets
- Community Right-to-Know Plan
- Safety Plans
- Hydrogeologic Reports
- Notices or Correspondence from Agencies Regarding Environmental Violations
- Hazardous Waste Generator Notices or Reports
- Geotechnical Studies

D. REPORT PREPARATION

PVE will prepare a written evaluation of the subject property summarizing results of the Records Review, Site Reconnaissance, and Interviews. The following will be included in the report:

- Site and Vicinity Characteristics
- Description of Structures and Other Improvements
- Current Uses of the Property
- Past Uses of the Property
- Current & Past Uses of Adjoining Properties (to the extent identified)
- Site Location Map
- Site Features Map
- Summary of Environmental Records Review
- Physical Setting
- Historical Use
- Hazardous Substances Stored, Handled or Disposed
- Petroleum Products Stored, Handled or Disposed
- Indications of Solid Waste Disposal
- Findings and Conclusions
- List of Information Sources

Note: No attempt will be made to verify the presence of asbestos, radon, lead-based paint, lead in drinking water, or wetlands. PVE can provide additional services relating to those matters if requested.



## SCHEDULE OF FEES (2023) – Hudson Valley (04) Rates

### Civil Engineering / Land Planning / Structure Design

Principal	\$270.00	Executive Consultant	\$290.00
Director	\$250.00	Senior Project Manager II (PE)	\$190.00
Senior Project Manager I (PE)	\$180.00	Senior Engineer II (PE)	\$230.00
Project Manager II	\$170.00	Senior Engineer I (PE)	\$210.00
Project Manager I	\$160.00	Project Engineer II	\$195.00
Assistant Project Manager	\$140.00	Project Engineer I	\$170.00
Project Technician	\$135.00	Project Designer II	\$160.00
Filing Consultant	\$160.00	Project Designer I	\$155.00
Filing Technician	\$130.00	Staff Designer II	\$150.00
Administrative	\$95.00	Staff Designer I	\$135.00

### Environmental

Principal	\$270.00	Senior Geologist	\$235.00
Director	\$250.00	Professional Geologist	\$215.00
Senior Technical Advisor	\$195.00	Senior GIS Specialist	\$155.00
Senior Project Manager II	\$190.00	GIS Specialist	\$130.00
Senior Project Manager I	\$180.00	Geologist	\$135.00
Hydrogeologist	\$215.00	Project Manager II	\$170.00
Environmental Technician IV	\$135.00	Project Manager I	\$160.00
Environmental Technician III	\$120.00	Assistant Project Manager	\$140.00
Environmental Technician II	\$110.00	Scientist	\$140.00
Environmental Technician I	\$100.00	Administrative	\$95.00

### Reimbursable Expenses and Terms

Invoices will be submitted monthly and are due upon receipt. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will appear on project invoices. Anticipated expenses are included in the cost estimate in the Scope of Work. Field vehicles are charged at a rate of \$60.00 per day. Non-exempt employee field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. Expert witness testimony is charged at 2x the standard hourly rate. Subcontracted services and reimbursable expenses are subject to a standard 15% mark-up. Rates are subject to change on an annual basis, revised fee schedules will be circulated in January of each calendar year.



# INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

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 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).

<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy P. Esler <b>PHONE (A/C, No. Ext):</b> (201)262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com	<b>FAX (A/C, No):</b> (201)262-7810	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> PVE, LLC Waterfront Corporate Park III Ste. 101 - 2000 Georgetowne Dr. Sewickley PA 15143	<b>INSURER A:</b> RLI Insurance Company		<b>NAIC #</b> 13056 A+
	<b>INSURER B:</b> Everest Indemnity Insurance Company		10851 A+
	<b>INSURER C:</b> Travelers Property Casualty Co/America		25674 A++
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: Master 23-24

REVISION NUMBER:

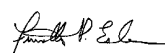
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PSB0004038 terms & conditions Incl. coverage within 50' of RR	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> XCU COVERAGE per policy						PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						Valuable Papers	\$ 100,000
A	<b>AUTOMOBILE LIABILITY</b>			PSA0001198	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
A C	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PSE0003086	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		FOLLOW FORM EXCESS			AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> 0		EX-48597631-23-NF	10/1/2023	10/1/2024	each occurrence /aggregate	\$ 5M/5M
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability & Contractors Pollution Liab.			AAEP000409-231 Ded Ea Claim: \$75k	6/30/2023	6/30/2024	Per Claim Limit	\$3,000,000
							Aggregate Limit	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Certificate Holder as respects general liability where required by written contract.  
 Cyber Policy: Palomar Excess and Surplus Insurance Company; Policy #PLM-CB-SNFJX9G9C-002; effective 5/9/23 to 5/9/24; Limit: \$3,000,000.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage	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 Timothy Esler/TRAC 

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