

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, MAY 10, 2023  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:  
<https://www.tarrytownny.gov/home/events/42126> for instructions on how to view via Zoom.

Reminder: National Police Week and National Police Officer Presentation Will Occur  
At Beginning of the May 15, 2023, Board Meeting

Action Item

Rejection of Bids – Pickleball Striping

Open Session

1. Board of Trustees Concerns
2. Discussion - 303 South Broadway Zoning Petition
3. Insurance Renewals
4. Paving Bids
5. Extension of Cooperative Agreement – Easement - The Quay

Executive Session

- A. Non-Union Employees
- B. Transportation and Mobility Council – Chair
- C. Appointment Office Assistant Financial Support – Treasurer's Office
- D. Recreation Leader



VILLAGE OF TARRYTOWN: BOARD OF TRUSTEES  
WESTCHESTER COUNTY: STATE OF NEW YORK

----- X  
 In the Application of: :

303 SOUTH BROADWAY : **VERIFIED PETITION**  
 BUILDING COMPANY LLC : **FOR ZONING**  
 : **TEXT AMENDMENT**

For an Amendment to the Zoning Law of the :  
 Village of Tarrytown Pursuant to Section 1-9 :  
 of the Code of the Village of Tarrytown :  
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Petitioner **303 SOUTH BROADWAY BUILDING COMPANY LLC**

("Petitioner"), by its attorneys Zarin & Steinmetz LLP, respectfully petitions the Board of Trustees ("BOT") of the Village of Tarrytown ("Village") as follows:

**Summary Of Rezoning Petition**

1. This Petition seeks an amendment of the Village’s Local Zoning Law (“Zoning Law”) to allow multifamily residential housing on certain properties located in the OB (Office Building) Zoning District, and to establish dimensional standards for such use.
2. The declining market demand for office space, which accelerated as a result of the pandemic, has brought about a pressing need to repurpose underperforming office buildings in Westchester (and throughout the country).
3. Petitioner is the long-standing owner of 303 South Broadway, an approximately 7.4-acre site in the OB District (“Property,” designated on the Tax Map as 1.100-65-2). The existing office building on the Property currently has an approximately 43% vacancy rate, with a potential for another 13.8% within the next year. It is time to reimagine this building to meet current market demand and realize the Property’s full potential – for the benefit of Petitioner, as well as for the Village of Tarrytown.

4. The rezoning would allow Petitioner to advance its plan to *adaptively reuse* the existing office building for residential housing for young professionals, families, and empty nesters (“Project”). There would be a mix of studios and 1-, 2- and 3-bedroom units in a 5-story building (5 stories along Broadway; 6 stories in the rear due to the existing lower plaza level). This unit mix would provide new housing opportunities for a variety of income levels and a diversity of household sizes.

5. Petitioner refers the BOT to the enclosed materials illustrating the initial conceptual plans for the Project (“Concept Plans”), prepared by Petitioner’s Development Team: Perkins Eastman (architecture and site design), JMC (engineering and planning), and MPFP (landscape architecture and urban design). These materials – which include visual analyses demonstrating that the Project would *not* cause significant adverse visual impacts – will continue to evolve based on discussions with the BOT, the Planning Board and Village Staff. Petitioner is committed to working cooperatively with the BOT and its neighbors to repurpose this underperforming office site in an attractive and beneficial fashion.

6. Critically, the Project would be consistent with the overall height and scale of the existing 4-story building on the Property (as well as the 6-story building across the street).

7. In order to achieve the density necessary (approximately 220-240 units) to allow a reasonable economic return on the Project (and all the environmental benefits that come with adaptive reuse), Petitioner would add a stepped 5<sup>th</sup> floor that *does not exceed* the height of the already existing and visible mechanical equipment room. This additional stepped floor would also be set back farther from Route 9 to soften views and create space for terraces.

8. Restricting the height in this manner would allow the existing tree canopy to provide adequate screening of the additional stepped floor from the few apartments located on

the 6<sup>th</sup> story in the residential building across the street at 300 Broadway (Tappan Manour Condominium).

9. The proposed residential use would also be in harmony with other surrounding residential uses along this stretch of Route 9: Tappan Manour Condominium, The Quay, and Tappan Landing.

10. The Project would also help address the shortage of attainable, multi-family housing in the area. This issue has received much attention recently due to Governor Hochul's housing proposal. Putting aside the details of the Governor's plan and what may ultimately come of it, there is no denying the market need in the Village for attainable housing for young professionals, families, and empty nesters who are not ready for senior living but want to downsize and remain in Westchester. While a lot of the discourse has focused on areas near train stations, the Project presents a unique opportunity for adaptive reuse in another area of the Village with close and easy access to 287 and other major parkways, while providing a shuttle to the train for its tenants.

11. Moreover, Petitioner's proposal to adaptively reuse the existing building results in several environmental benefits. The reuse of the existing structure saves construction emissions and landfill waste that would otherwise result from a tear down and rebuild. The Project would also include a new façade, which will yield significant energy efficiencies as compared to the existing 1980s-era façade. There are other sustainable design features that would be included and elaborated upon during the review process.

12. The new housing would provide other substantial benefits to the Village. The Project would generate significant new tax revenues (and fees) by realizing the Property's full

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economic potential. The residential units would also serve as a source of sustained patronage of local businesses in the Village.

13. Additionally, the Project proposes an on-site shaded landscaped pathway to connect to the future RiverWalk extension currently in the planning stages. The Project would also eliminate a portion of the large existing impervious asphalt parking lot and replace it with attractive landscaping, amenities, and green open space.

14. Petitioner acknowledges that a key part of any potential rezoning and conversion of the existing office use will require a holistic study of the potential “cumulative impacts” if other OB sites similarly seek a change to residential use. This and all potential significant adverse environmental impacts (including traffic and visual) would be evaluated, and appropriate mitigation proposed, through the SEQRA process. A Long Environmental Assessment Form Part I, with supporting studies, will be submitted following an initial discussion with the BOT and determination of Lead Agency.

15. The exact manner by which the Zoning Law would be amended to achieve these changes (“Zoning Amendment”), and facilitate the residential Project described in this Petition, would also be discussed during the BOT’s review process (Petitioner is contemplating suggesting a new overlay zone). The adaptive reuse nature of the Project could figure prominently in the Zoning Amendment, including with respect to permissible density and height. That may well differentiate this application from others the Village may be asked to entertain.

16. Accordingly, for the reasons set forth in this Petition and accompanying materials, Petitioner respectfully requests that the BOT accept this Petition, and commence the requisite environmental, planning, and legislative review procedures in connection with the BOT’s

consideration and ultimate adoption of the Zoning Amendment, and the Planning Board’s review and approval of the Site Development Plan and other related approvals/permits.

**Petitioner**

17. Petitioner 303 South Broadway Building Company LLC, together with its affiliated entities, including AmTrust Realty Corp. (“AmTrust Realty”), owns 12 million square feet of commercial properties across the United States.

18. Petitioner is organized under the laws of the State of Delaware and has its corporate headquarters located at 250 Broadway, New York, NY 10007.

19. Petitioner has owned the Property since December 1997.

20. AmTrust Realty was founded in 1993. Known for its long-term ownership, successful development and repositioning of its assets, and commitment to tenants, AmTrust Realty is the landlord to the City of New York, the New York City Housing Authority, and the State of New York, among other notable tenants. It is also the developer of The Amberly – a 33-story luxury residential and retail property in Brooklyn, New York.

21. The BOT is invited to visit AmTrust’s website for more information: [amtrustre.com](http://amtrustre.com).

**Proposed Project**

22. As described above and shown on the Concept Plans, Petitioner proposes to adaptively reuse the existing, underperforming H-shaped office building on the Property for residential use (in conjunction with the Zoning Amendment).

23. The Concept Plans show:

- Comparison of existing and proposed conditions
- Photos and Topography of the Property and other nearby sites
- Floor Plans and Building Massing

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- Visual Analyses (showing no adverse impact to apartments on the 6<sup>th</sup> story at 300 Broadway)
- Façade treatment

24. The proposed residential use is consistent with the R-7.5 zoning adjacent to the Property to the north (The Quay), and the M-3 multifamily residential zone on the east side of Broadway (300 Broadway). The proposed use is also compatible with the neighborhood shopping zoning at the corner of Broadway and Route 119 (CVS shopping center).

25. The approximately 220-240 rental units (the Project's design is ongoing) would be serviced by surface parking. The proposed Zoning Amendment would contain an appropriate parking requirement that reflects the type of housing proposed, the Property's location, and the Project's inclusion of a shuttle to the train station. Petitioner is confident that its residential tenants would not need all the existing parking that serves the office tenants, and that a portion of the existing asphalt parking lot can and would be transformed to attractive green and amenity space as shown on the Concept Site Plan.

26. Petitioner has also spent considerable time and resources with its architects from Perkins Eastman to conceptually design the Project in a manner that would fit within the Village's existing architecture. Petitioner is sensitive to ensuring that the Project would be well-received by its neighbors. Petitioner will continue to focus on consistency with community character as its design proceeds.

27. Petitioner's landscape architect has designed a shaded landscaped pathway to connect to the potential RiverWalk extension currently in the planning stages to improve pedestrian connectivity and walkability in the area. It is shown on the Concept Site Plan (from the north west corner of the Property to near the location of the bike path plaza).



28. The BOT is referred to the referenced Concept Plans. Petitioner looks forward to presenting these Plans and explaining their genesis to the BOT at an upcoming meeting.

**Consistency With Comprehensive Plan**

29. Petitioner’s proposal would be in furtherance of several planning and land use objectives identified in the Village’s 2018 Comprehensive Plan, including with respect to new housing and adaptive reuse.

30. The Comprehensive Plan recognizes that “[n]ew developments can contribute to enlarging the overall housing pool and have the potential to introduce new housing typologies that can better serve the existing residential population.” (p. 70).

31. The Comprehensive Plan further states that underutilized parcels in the Route 119 corridor (close to the Property) present “an opportunity to imagine a variety of new developments integrated with transit that serve residents of all family sizes and income levels.” (p. 71).

32. In addition, the Comprehensive Plan declares that adaptive reuse is an important and environmentally sensitive strategy for property owners to adjust to changing market demands. The Plan defines adaptive reuse as: “Modifying buildings for new uses while retaining their historic features. Renovation of existing buildings can provide an environmentally friendly alternative to new construction, and provides the opportunity to create more efficient buildings.” (p. 172).

33. The Comprehensive Plan similarly states that “[i]n the Office Building and Mixed Use districts, it is a priority to adapt to each successive era – at the present, the decline of corporation headquarters and the growth of the healthcare and technology sectors.” (p. 40).

34. Here, the Project would adaptively reuse the existing office building to respond to the changing market demand for less office space and more market-driven housing. By

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repurposing the existing building, the Project would retain the established physical character of the Property – its well-known “H-shape” and the surface parking lots – while noticeably enhancing its exterior appearance with a new façade.

**SEQRA**

35. Pursuant to the New York State Environmental Quality Review Act (“SEQRA”), Petitioner is submitting a Short Environmental Assessment Form (“EAF”).

36. Petitioner acknowledges that it will need to supplement the Short EAF shortly with a Long EAF and supporting technical studies relating to cumulative impacts, traffic, visual and other potential impact areas during the review process as determined by the Lead Agency.

**Requested Relief**

37. Petitioner respectfully requests that the BOT take the following administrative and legislative steps: (a) accept this Petition; (b) place this Petition on the BOT’s April 26, 2023 Work Session Agenda (or another upcoming meeting) for an initial presentation; (c) circulate the Petition and other materials so that a Lead Agency can be designated for a coordinated environmental review of the subject action under SEQRA; (d) refer the Zoning Amendment to the Planning Board for its recommendations; (e) refer the Zoning Amendment to the Westchester County Department of Planning for its recommendations; (f) schedule, notice, and conduct a Public Hearing on the Zoning Amendment; (g) adopt the Zoning Amendment; and (h) permit the Planning Board to simultaneously review an application for Site Development Plan approval (and other related applications) authorizing the development of the Property with the Project.

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**WHEREFORE**, it is respectfully requested that the instant matter be placed on the next available agenda of the BOT and ultimately be, in all respects, granted.

Dated: April 3, 2023  
White Plains, New York

ZARIN & STEINMETZ LLP

By: David Steinmetz

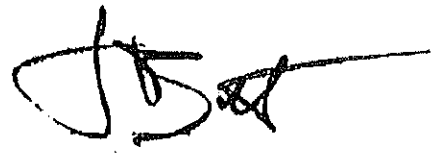
David Steinmetz  
Brad Schwartz  
*Attorneys for Petitioner*  
81 Main Street, Suite 415  
White Plains, NY 10601  
(914) 682-7800

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VERIFICATION


STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )        ss:

Jonathan Bennett, hereby deposes and says that he is the President of AMTRUST REALTY CORP., which is the Petitioner in this proceeding, as agent for 303 South Broadway Building Company LLC (the property owner), and says that the foregoing Petition is true to his own knowledge, except as to those matters therein stated to be alleged on information and belief and as to those matters he believes them to be true.



\_\_\_\_\_  
Jonathan Bennett, President

Sworn to before me this  
\_\_3\_\_ day of April 2023



\_\_\_\_\_  
Notary Public

BRIDGET R KILLIAN  
Notary Public - State of New York  
NO. 01KI6416256  
Qualified in New York County  
My Commission Expires Apr 12, 2025

**BID RESULTS for 2023-09  
RESPONSES OPENED  
May 3, 2023 AT 11AM**

**4 Bids**

<b><u>CONTRACTOR</u></b>	<b><u>Bituminous Top Course (per ton)</u></b>	<b><u>Cold Milling &amp; Removal of Bituminous Pavement (per square yard)</u></b>	<b><u>TOTAL BASE BID</u></b>
Montesano Brothers Inc. 76 Plain Avenue New Rochelle, NY 10801	\$143.00	\$6.55	\$1,575,079.35
ELQ Industries Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$140.00	\$6.70	\$1,612,643.70
Waters Construction Company 300 Bostwick Avenue Bridgeport, CT 06605	\$149.00	\$7.00	\$1,753,712.00
Morano Brothers Corp. 2045 Albany Post Road Croton-on-Hudson, NY 10520	\$157.00	\$6.50	\$1,783,457.50



SECTION C  
BID PROPOSAL

**2023 ROAD MILLING AND PAVING CONTRACT**

Village of Ardsley, New York  
Village of Elmsford, New York  
Village of Hastings-on-Hudson, New York  
Village of Sleepy Hollow, New York  
Village of Irvington, New York  
Village of Tarrytown, New York

**TO:**

Village of Irvington  
Office of the Village Clerk  
85 Main Street  
Irvington, NY 10533

**Bid Submitted By:**

**Montesano Bros. Inc.**

(Name)

**76 Plain Avenue**

**New Rochelle, New York 10801**

(Address)

**914-235-4800**

(Telephone #)

**13-2808671**

(Federal ID #)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/we will execute a contract therefor, containing all the terms, conditions, provisions, and covenants necessary to complete the work according to the Plans and Specifications therefor within fifteen (15) business days after the award of the contract, and if I/we fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in

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said contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

6. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief;
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
  - (d) No member of the Village Board or any officer or employee of any of the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, and Tarrytown, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty-five (45) calendar days from the date of the opening bids, and that within said period of forty-five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.
12. I/We hereby agree that I/we shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in unit price of that item.



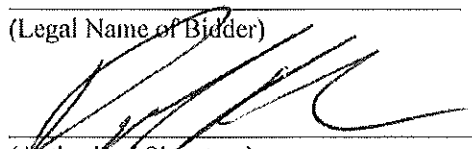
\*The TOTAL BID shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

Montesano Bros. Inc.

Date: May 3, 2023

(Legal Name of Bidder)



(Authorized Signature)

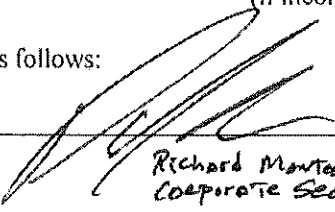
Richard MONTESANO

CORPORATE SECRETARY

Corporate Seal  
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Addendum No. 1 04-24-2023



Richard MONTESANO (Signature)  
CORPORATE SECRETARY

(Signature)

(Signature)



**STATEMENT OF QUALIFICATIONS**

**MONTESANO BROTHERS INC.**

**03-May-23**

LOCATION	DESCRIPTION OF WORK	APPROXIMATE COST	ENGINEER/ OWNER	Telephone
Village of Tarrytown Streets 2022	Milling-Paving-Manhole Adjustments	\$601,246.00	Louis Martirano	914-631-0356
Village of Ardsley Streets 2022	Milling-Paving-Manhole Adjustments	\$152,058.00	Douglas Hahn P.E.	845-279-2220
Village of Irvington Streets 2022	Milling-Paving-Manhole Adjustments	\$232,294.00	Douglas Hahn P.E.	845-279-2220
Village of Ardsley Streets 2021	Milling-Paving-Manhole Adjustments	\$681,344.00	Douglas Hahn P.E.	845-279-2220
Village of Irvington Streets 2021	Milling-Paving-Manhole Adjustments	\$324,615.00	Douglas Hahn P.E.	845-279-2220
Village of Hastings Streets 2021	Milling-Paving-Manhole Adjustments	\$122,062.00	Douglas Hahn P.E.	845-279-2220
Village of Tarrytown Streets 2021	Milling-Paving-Manhole Adjustments	\$343,423.00	Louis Martirano	914-631-0356
Village of Dobbs Ferry Streets 2021	Milling-Paving-Manhole Adjustments-Performed in May of 2022	\$153,253.00	Dan Peluso	914-631-8600
Greenburgh-Variou Street 2021	Milling-Paving-Traffic Loops-Line Paint	\$1,217,608.00	Andrew Yvriano	914-989-1583
Greenburgh-Variou Street 2019	Milling-Paving-Traffic Loops-Line Paint	\$3,124,645.00	Brian Simmons, P.E.	914-989-1585
Village of Tarrytown Streets 2021	Milling-Paving-Manhole Adjustments	\$288,284.00	Louis Martirano	914-631-0356
Village of Tarrytown Streets 2019	Milling-Paving-Manhole Adjustments	\$320,479.00	Louis Martirano	914-631-0356
Village of Elmsford Streets 2019	Milling-Paving-Manhole Adjustments	\$142,568.00	Antonio Capicotto P.E.	914-345-1553
Village of Ardsley Streets 2019	Milling-Paving-Manhole Adjustments	\$224,841.00	Douglas Hahn P.E.	845-279-2220
Village of Larchmont 2019	Milling-Paving-Manhole Adjustments	\$316,965.76	Rick Vetere	914-634-6965
Port Chester 2018 Paving	Curbs-Handicap Ramps-Drainage-Mill-Pave	\$950,000.00	Rocco Cambareri	914-774-8213
Greenburgh-Variou Street 2017	Milling-Paving-Traffic Loops-Line Paint	\$4,535,226.41	Brian Simmons, P.E.	914-989-1585
Yonkers-Variou Streets 2017	Milling-Paving-Curbs-Walks-MH Casting-Line Paint-Loops	\$2,931,032.44	Vincent Massaro, P.E.	914-377-3009
Rye Brook-Variou Streets 2016	Milling-Paving-MH Adjustments-Curbs-Line Paint	\$517,264.49	Michal Nowak	914-939-0753
Rye Brook-Variou Streets 2015	Milling-Paving-Reclaiming-Drainage-Curbs-Line Paint	\$791,253.00	Michal Nowak	914-939-0753
Greenburgh-Variou Street 2015	Milling-Paving-Traffic Loop-Line Paint	\$4,247,431.07	Brian Simmons, P.E.	914-989-1585

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**BID PROPOSAL - 2023 ROAD MILLING AND PAVING CONTRACT**  
**VILLAGE OF ARDSLEY - VILLAGE OF ELMSFORD**  
**VILLAGE OF HASTINGS-ON-HUDSON - VILLAGE OF SLEEPY HOLLOW**  
**VILLAGE OF IRVINGTON - VILLAGE OF TARRYTOWN**

Name of Bidder: Montesano Bros Inc. Email: Richard @ Montesano Bros. Co  
 Address: 76 Plain Avenue Telephone: 914-235-4800  
 City, State Zip: New Rochelle New York 10801 Fax: 914-235-1048

SPEC SECT	BID ITEM	UNITS	ESTIMATED QUANTITIES	UNIT PRICE (IN WORDS)	UNIT PRICE (IN NUMBERS)	TOTAL QUANTITY & UNIT PRICE
10A	Asphalt Misc. Sidewalks, Swales and Driveways	SF	1,690	Four and 00/100	\$4.00	\$6,760.00
13VA	Adjust Valve Boxes	EA	93	ONE Hundred and 00/100	\$100.00	\$9,300.00
50	Bituminous Base Course	TON	245	ONE Hundred Forty Five and 00/100	\$145.00	\$35,525.00
51 A-6F	Bituminous Top Course	TON	7,907	ONE Hundred Forty Three and 00/100	\$143.00	\$1,130,701.00
51M	Cold Milling & Removal of Bituminous Pavement (2")	SY	45,577	Six and 55/100	\$6.55	\$298,529.35
52	Speed Humps and Tables - Speed Tables	EA	1	Twelve Thousand and 00/100	\$12,000.00	\$12,000.00
76	Maintenance and Protection of Traffic	NP	NP	NON-PAYMENT	NP	NP
102MHA-1	Adjust Manhole & Catch Basins Frames, Covers and Grates	EA	102	Four Hundred Ninety and 00/100	\$490.00	\$49,980.00
102MHA-1	Adjust Manhole & Catch Basins Frames, Covers and Grates (Replacement)	EA	12	FIFTE Hundred Forty and 00/100	\$940.00	\$11,280.00
102MHA-2	Adjust Manhole & Catch Basins Frames, Covers and Grates	EA	1	ONE Thousand Two Hundred and 00/100	\$1,200.00	\$1,200.00
102MHA-3	Adjust Manhole & Catch Basins Frames, Covers and Grates	EA	1	ONE Thousand NINE Hundred and 00/100	\$1,900.00	\$1,900.00
127	Restoration	NP	NP	NON-PAYMENT	NP	NP
TG640	ReflectORIZED Pavement Marking Paints	LF	7,460	Two and 40/100	\$2.40	\$17,904.00
<b>TOTAL COST</b>						<b>\$1,575,079.35</b>

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern. The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. The Contractor is advised that the estimated quantities shown on the Bid Sheets may be reduced or deleted in order to ensure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price Bid shall remain in effect for this work.

C-5 (Add #1)  
 TOTAL ONE Million Five Hundred Seventy Five Thousand Seven Hundred and 35/100

NON-COLLUSIVE BIDDING CERTIFICATION

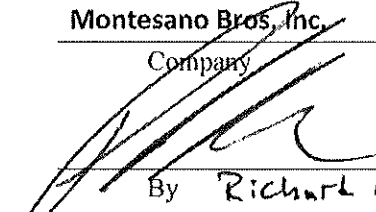
Date: May 3, 2023

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Montesano Bros, Inc.  
Company

  
By Richard MONTESANO

Corporate Secretary  
Title

76 Plain Avenue  
New Rochelle, New York 10801  
Address

914-235-4800  
Phone

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before

me personally came \_\_\_\_\_ to be known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before

me personally came \_\_\_\_\_,

a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )


On this 3<sup>rd</sup> day of MAY, in the year 2023, before

me personally came RICHARD MONTESANO

to me known, who, being by me duly sworn, did depose and say that he resides in/at Rye Brook New York

that he is the CORPORATE SECRETARY of the MONTESANO BROS. INC

\_\_\_\_\_, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

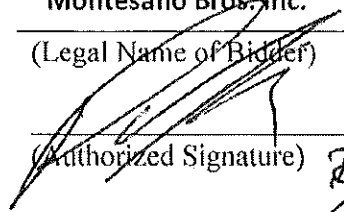
  
\_\_\_\_\_  
HOLLY A. L. Notary Public  
Notary Public, State of New York  
No. 011AG136272  
Qualified in Putnam County  
Commission expires November 7, 2025

**CERTIFICATE OF COMPLIANCE  
WITH NYS SEXUAL HARASSMENT LAW**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

Montesano Bros. Inc.  
(Legal Name of Bidder)

Date: May 3, 2023

By:   
(Authorized Signature)

*Richard MONTESANO  
CORPORATE SECRETARY*

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT  
(To be Completed by Each Bidder)**

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Town of Bedford (the "Town") receive information that a bidder/proposer is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Town reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Richard Montesaño, being duly sworn, deposes and says that he/she  
(Name of Individual Signing this Certification)  
is the Corporate Secretary of the Montesano Bros. Inc. and that neither  
(Title/Position of Signer) (Name of bidder/proposer)

the bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Montesano Bros. Inc.  
Print Company Name  
By: [Signature]  
Signature Richard Montesaño  
Corporate Secretary  
Title

Sworn to before me this  
3rd day of May, 2023

[Signature]  
Notary Public Helly A Lando  
Notary Public, State of New York  
No. 01LA6136272  
Qualified in Putnam County  
Commission Expires November 7, 2025



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE MONTESANO BROTHERS, INC.

76 Plain Avenue, New Rochelle, NY 10801

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Irvington

85 Main Street, Irvington, NY 10533

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for The project consists of milling approximately 45,577 square yards of existing roadway surface, adjust manholes, valve boxes, and catch basins, line striping, and installing approximately 7,907 tons of asphalt top course.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of May, 2023

Frank Cooney

(Witness)

MONTESANO BROTHERS, INC.

(Principal)

(Seal)

By: [Signature]

Richard Montesano  
Corporate Secretary

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact William D. Haas

(Title)

Jesse Engel

(Witness)



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**Individual Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires \_\_\_\_\_  
Notary Public

**Corporation Acknowledgment**

State of New York  
County of Westchester

On the 3<sup>rd</sup> day of MAY, 2023 before me personally came Ricard Montesano to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in Rye Brook New York that he/she/they is (are) the Corporate Secretary of the Montesano Bros. Inc., the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation; and that he/she/they signed his/her/their name(s) thereto by like authority.

HOLLY ALANNO  
Notary Public, State of New York  
No. 01LA6136272  
Qualified in Putnam County  
Commission Expires November 7, 2025

My commission expires \_\_\_\_\_  
Holly Alanno  
Notary Public

**Surety Acknowledgment**

State of New York

County of Westchester

On the 3rd day of May, 2023 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

MAUREEN A KITTRICK  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01KI4986881  
COMMISSION EXPIRES 09/30/2025

My commission expires \_\_\_\_\_

Maureen A. Kittrick  
Notary Public

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William D. Haas, of the city of White Plains, state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: MONTESANO BROTHERS, INC.

Obligee Name: Village of Irvington

Surety Bond Number: Bld Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized to do so, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the By-laws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

<b>Assets</b>	
Cash and Bank Deposits .....	\$3,908,755,039
*Bonds — U.S Government.....	3,451,999,931
*Other Bonds .....	18,862,255,155
*Stocks.....	19,372,953,698
Real Estate.....	190,092,373
Agents' Balances or Uncollected Premiums .....	7,929,876,358
Accrued Interest and Rents .....	166,740,412
Other Admitted Assets.....	15,968,062,977
<b>Total Admitted Assets.....</b>	<b><u>\$69,850,735,943</u></b>

<b>Liabilities</b>	
Unearned Premiums .....	\$10,133,358,204
Reserve for Claims and Claims Expense.....	27,953,643,316
Funds Held Under Reinsurance Treaties.....	368,610,620
Reserve for Dividends to Policyholders .....	1,379,296
Additional Statutory Reserve.....	197,278,000
Reserve for Commissions, Taxes and Other Liabilities .....	9,206,000,954
<b>Total.....</b>	<b><u>\$47,860,270,390</u></b>
Special Surplus Funds .....	\$195,696,103
Capital Stock .....	10,000,075
Paid in Surplus .....	13,324,803,036
Unassigned Surplus.....	8,459,966,339
Surplus to Policyholders .....	21,990,465,553
<b>Total Liabilities and Surplus .....</b>	<b><u>\$69,850,735,943</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*TAMIKOLAJEWSKI*

Assistant Secretary

