

BOARD OF
FIRE COMMISSIONERS
Paul J. Carlo, Chairman
Brian E. Keating
Paul M. Ranellone
Anthony J. Lore, Sr.
Tony Cerasi

FIRE DISTRICT
OF THE
TOWN OF EASTCHESTER, N.Y.
HEADQUARTERS
255 MAIN STREET
EASTCHESTER, N.Y. 10709-2901
Tel: (914) 793-6402
Fax: (914) 779-2759

FIRE DISTRICT
Brian Tween
FIRE CHIEF
Jamie Hedstrom
TREASURER
Marissa Isang Smith
SECRETARY to the BOARD

SPECIAL MEETING - AGENDA

Location: Station 3 - 20 Midland Avenue, Bronxville

Date: Thursday, February 23rd at 10:00 AM

1. Call to Order

Subject	1.1 - Meeting Called to Order
Meeting	February 23rd - 2023 - Special Meeting EBOFC
Category	Call to Order
Recommended Action	The time is _____. The February _____, 2023, Special Meeting of the Eastchester Board of Fire Commissioners is called to Order.

2. Salute to the Flag

3. Enter Into Executive Session

Subject	3.1 - Executive Session
Meeting	February 23rd - 2023 - Special Meeting EBOFC
Category	Executive Session
Recommended Action	MOTION to enter into Executive Session to interview candidates for a position of Firefighter on a probationary basis with Eastchester Fire District. The Board is expected to return to public session thereafter.

4. Return to Public Session

5. Personnel

Subject	5.1 - Probationary Firefighter Appointments
Meeting	February 23, 2023 - Special Meeting EBOFC
Category	Action
Recommended Action	BE IT RESOLVED: That the Eastchester Board of Fire Commissioners appoints the following individuals _____, _____, _____, _____, _____ to the position of firefighter on a probationary basis, contingent upon passing post-offer, pre-employment screening, including a medical examination and background check, and conditioned on approval by the Westchester County Civil Service Commission, at the starting salary of [\$59,228.98/per year] and other benefits provided for in the collective bargaining agreement with IAFF Local 916, with an effective start date of _____.

6. Other Business

Subject	6.1 - Bronxville Firehouse Retaining Wall
Meeting	February 23, 2023 - Special Meeting EBOFC
Category	Action
Recommended Action	BE IT RESOLVED: That the Eastchester Board of Fire Commissioners authorizes Chief Tween to sign off on the Acocella Contracting, Inc. Scarsdale, NY proposal dated 2/11/23 for \$6,700.00 which includes prevailing wage labor to repair and repoint the stone wall at the Bronxville firehouse.

7. Comments from Local 916

8. Comments from the Public

9. Comments from the Commissioners

10. Adjournment

Subject	8.1 - Adjourn
Meeting	February 23rd - 2023 - Special Meeting EBOFC
Category	Action
Recommended Action	Motion to Adjourn

ACOCELLA CONTRACTING, INC.

68 GAYLOR ROAD • SCARSDALE, NEW YORK • 10583

914-723-2700

License #WC-09143-H98

Fax 914-723-0927

acocella@verizon.net

February 11, 2023

Eastchester Fire District
255 Main Street
Eastchester, NY 10709

via email: brian.tween@eastchesterfd.com

Attn.: Chief Brian Tween

Re: Bronxville Firehouse
Proposal for Wall Repair & Repointing

PROPOSAL

Dear Chief Tween,

Per your request, Acocella Contracting, Inc. is pleased to provide you with a proposal to furnish and supply all labor, material, and equipment necessary to perform the following repairs at your facility:

Remove vines and vegetation growing over wall.
Remove and replace loose stones. Remove loose
cement. Rake and repoint entire wall as discussed.
Prevailing Wage..... **\$6,700.00**

We appreciate the opportunity to furnish you with this proposal and hope to work with you on this project and on any future needs you may have as well. Please do not hesitate to contact our office with any questions or comments. Thank you for your consideration.

Very truly yours,
ACOCELLA CONTRACTING, INC.

Bart Acocella, President

Acceptance of this proposal must be made within 30 days from the date of this proposal. By signing below, you hereby authorize Acocella Contracting, Inc. to furnish all materials, labor and equipment necessary to complete the aforementioned work. It is further agreed that this contract shall be payable in full upon presentation of a written invoice. Interest shall be applied to past-due payments at an APR of 7.00%. Collection costs and legal fees shall be applied to the amount due if such actions are necessary to collect payment. This contract may be canceled at any time before midnight of the third day after the contract is signed.

Agreed to and accepted this _____ day of _____, 2023

Signature: _____ Print Name: _____

Flavio La Rocca & Sons, Inc.

**71-B Potter Avenue
New Rochelle, NY 10801**

License WC-11958-H01 - Yonkers HIC # 2031 - CT HIC # 0637576 - Putnam HIC #PC7191

Tel. 914-632-4819

Fax 914-654-6571

www.flrscontracting.com

Flrscontracting@aol.com

November 10, 2022

Fire Chief Brian Tween
Eastchester Fire Department
255 Main Street
Eastchester, NY 10709

E-mail: chief@eastchesterfd.com
Cell Tel: 914-793-6888



**Recycling Today For
A Better Tomorrow**

Property Site Address: 20 Midland Ave., Bronxville, NY 10708

Dear Sir or Madam:

This proposal, as requested, describes what steps are needed for: **Retaining Wall Repair Work:**

Cut down, remove and dispose all overgrown vegetation (ivy & berry bushes) from rear and right side stone retaining wall as needed to expose wall + reconstruct 12' long by 18"-20" high stone retaining wall with good usable stones and additional new stones (matching/similar stones replacing damaged stones) + repair/re-set as required several loose/shifted stones on remainder of wall and replace any missing/loose cement joints with new cement joints as needed with new cement to entire wall at approx. 160 feet long by 18 inches to 8 feet high wall area - 960 square feet wall facing area (all work to be done at same dimensions and locations as existing with existing pitch for water runoff).

Total \$ 19,513.00

Cost of work listed above reflects Prevailing Wage!

Payment Terms: Deposit \$ 6,500.00 due upon acceptance + \$ 6,513.00 due at midway point of work & Final balance of \$ 6,500.00 due upon completion of work.

Start Date: Work will commence within approx. 15-20 working days from receipt of signed work order with deposit and work will be completed within 4-5 working days from start date.

Agreement Terms, Conditions & Guarantee:

1. Price of entire work listed includes all applicable Discounts, Materials, Dumping Fees (as stated above), Equipment, Licenses, Insurance's & Labor Fees (non union labor). **All labor is guaranteed for 2 full years** (guarantee is void if proper maintenance is not applied, natural occurring and/or wear and tear conditions present). Routine Maintenance remains customer's responsibility.
2. All dimensions & specifications listed above are based on what customer has indicated needs to be done, any alterations, deviation and requests made by customer from above specifications involving extra cost will become an extra charge over and above this agreement. All materials guaranteed by Manufacturer &/or Supplier. We maintain no responsibility for the physical make-up of materials such as concrete, asphalt, brick, stone, aggregate size, exposure, dispersion, type, hardness, stone make-up, discoloration and finished texture. Quotes are subject to revisions due to changes of actual field dimensions and site conditions.
3. All **APPLICABLE** Architectural &/or Engineers drawings, permits application (and fees) or other municipality regulations pertaining to your site (if needed) remain customer responsibility (unless specified differently).
4. You may cancel this contract at any time prior to midnight of the 3rd day after the contract is signed.

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November 10, 2022

Fire Chief Brian Tween
Eastchester Fire Department
255 Main Street
Eastchester, NY 10709

E-mail: chief@eastchesterfd.com
Cell Tel: 914-793-6888



Property Site Address: 20 Midland Ave., Bronxville, NY 10708

5. Use, installation and ordering of any materials by or on behalf of the purchaser shall constitute acceptance of these terms. Commencement and completion of work is contingent on weather conditions &/or any applicable permits/municipality requirements (if needed - excluding other contractors work, if applicable). All agreements contingent upon strikes, weather conditions, accidents or delays beyond our control. We are not responsible for "Acts of God," and assume no liability for naturally occurring conditions or from results of weather conditions. It is the owners responsibility to notify &/or mark out areas, utilities or other applicable items that may pertain to our work.

6. All prices &/or discounts given valid only with work listed above and will expire in 30 days. Due to the combination of continuous cost increases in asphalt, cement, aggregates, stone, transportation, utilities, fuel and multiple other factors we cannot guarantee price for more than 30 days. Any discount listed/given on this contract is valid only with compliance of this contract and its terms, may not be combined &/or transferred to other estimates or work. If agreement/contract and its terms is breached any and all discounts are void.

7. A finance charge of 1.5% per month will be computed which is an annual percentage rate of 18% on all outstanding balances. Customer will be responsible for interest, costs of collection, other applicable fees including reasonable attorney fees in the event of non-compliance. The only parties of this contract intended to be benefited hereby are F. La Rocca & Sons and the Buyer/Customer whose signature appears on this contract, and the covenants, agreements, representations of F. La Rocca & Sons, made herein shall extend solely to said Buyer/Customer and to no other person or entity, known or unknown who may be affected thereby.

8. Any contractor, subcontractor, or material man who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien. All Escrow Funds are held at M&T Bank Branch #986.

9. Owner to carry fire, tornado and other necessary/applicable insurance. Our workers are fully covered by Workmen's Compensation Insurance and we are fully Licensed & Insured.

Date: November 10, 2022

Contractor Signature:

I agree to terms and specifications of this agreement/contract and will perform outlined work in a workman like manner and as per standard industry practices.

Date: _____ Customer Signature: _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have read the Terms and Conditions and understand them.

Grasso Brothers General Contracting Inc.

Proposal

270 North Ave. - Suite 200
New Rochelle, NY 10801

Phone # 914-654-0487 mgrasso@grassobros.com
Fax # 914-654-8124

DATE	Proposal No.
1/31/2023	2035

NAME / ADDRESS
Eastchester Fire Department Station 3 20 Midland Ave Bronxville, NY 10708

DESCRIPTION	TOTAL
Re: Eastchester Fire Department Station 3 Retaining Wall Scope of work: -Supervisor -Site Clean-up -Scaffold Equipment -Waste/Material Dump -Remove Vines and Organic Material From the Wall -Reconstruct the Stone Wall and Re-Point -Remove Loose Sections of Mortar and Re-Point Wall Total for Above:	24,005.19
-Clarifications/Exceptions -Permit Fee Not Included -Work to be Completed During Normal Business Hours	

TOTAL	\$24,005.19
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