



**VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES**  
**WORKSHOP MEETING AGENDA**

**MEETING DATE:** January 9, 2024

**AGENDA ITEM SECTION:** Discussions

**AGENDA ITEM NO. :** 2

**AGENDA ITEM:**

Discussion of proposed sale of Firehouse Utility Vehicle

**ITEM BACKUP DOCUMENTATION:**

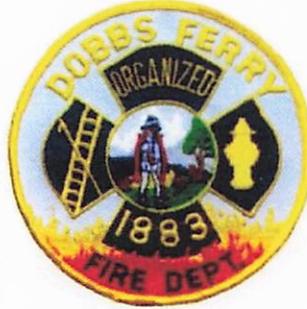
1. Memorandum dated December 29, 2023 from Dan Gardner/Assistant Fire Chief to Mayor Rossillo and the Board of Trustees
2. Offer Sheet

# *Dobbs Ferry Fire Department*

112 Main Street PO Box 95, Dobbs Ferry, NY 10522

Non-Emergency # 914 693-0310

Fax # 914 693-0996



***Livingston Hose Company #1***

***Ogden Engine Company #1***

***Resolute Hook & Ladder Company #1***

To: Mayor Vincent Rossillo and Board of Trustees

CC: Robert Yamuder, Village Administrator  
Jeff Chuhta, Village Treasurer

From: Dan Gardner, Assistant Fire Chief

Subject: Fire Department utility truck sale, and replacement

Date: December 29, 2023

With the recent purchase of our battery extrication tools, the fire department listed our hydraulic tools for sale. While they were listed, a fire company from West Virginia made an offer not only the tools but for the utility truck they are on as well. The offer for our utility truck which is a 2013 Ford F-550/ Warner Mini-Rescue diesel engine is for the amount of \$125,000.00.

This is a great opportunity for the fire department to downsize this vehicle. We do not need the same amount of cargo space the warner rescue body gives us anymore, being that we have converted all of our extrication tools from hydraulic to battery and they take up less space.

At this time we would like to ask the Boards permission to sell the current utility truck, and replace it with a 2024 Chevrolet Silverado pickup. The Silverado has more space to accommodate members. The current utility is only a two person cab, and this one would be able to seat five. It can also handle smaller scale incidents where we do not need large apparatus. Additionally it has an open bed for the transportation of equipment, along with towing capabilities.

The five person Silverado pickup truck would be a gas engine, rather than the current one which is diesel engine, and the cost would not exceed \$90,000.00 on state contract, and would come fully equipped with warning lights, radios, and lettering.

If the Board approves this, after the sale and replacement of the current utility, the Village would be ahead approximately \$25,000.00

Thank you for your time and consideration with this matter, please contact me with any questions.

## Offer Sheet

Be it known that the JB-Nimitz Volunteer Fire Dept. (P.O. Box 15 Jumping Branch, WV 25969), (hereinafter "PURCHASER") has offered the Village of Dobbs Ferry (112 Main Street, Dobbs Ferry, NY 10522). (hereinafter "SELLER") \$ 125,000 (One-Hundred-Twenty-Five-Thousand Dollars) for the following described item:

Model- 2013 Ford F-550/ Warner Mini-Rescue  
Vin#- 1FDUF5HT4DEA31154

1. Offer is contingent upon a successful inspection visit by the PURCHASER and an approval by the SELLER. Once the vehicle has been deemed satisfactory for delivery by the PURCHASER, and the transaction approved by the SELLER, the offer will become binding. Title to and ownership of vehicle will not pass from SELLER to PURCHASER until full payment is made. Payment will be in the form of a certified check or wire transfer.
2. Release of final payment by PURCHASER to SELLER is considered final acceptance by PURCHASER and any issues or concerns regarding the condition of vehicle are deemed a closed matter and PURCHASER agrees that it shall have no claims against the SELLER and Signal 5 Fire Apparatus relative to the condition of the vehicle.
3. The vehicle is sold as is, with no warranties expressed or implied. PURCHASER agrees that the vehicle is taken in "as is" condition with no warranties either express or implied. PURCHASER acknowledges that a manufacturer's authorized service facility should service the vehicle and certify it before placing it in service. It is the PURCHASER's responsibility to make certain that those persons using this apparatus/equipment may do so safely and are properly trained in its use.
4. EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO WARRANTY TO PURCHASER WITH RESPECT TO THE GOODS, AND PURCHASER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. In no event shall SELLER or Signal 5 Fire Apparatus be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort, strict liability, or otherwise; nor shall PURCHASER's damages exceed the amount of the purchase price of the Goods.

6. The parties further agree that the risk of loss with regard to this vehicle shall pass from SELLER to PURCHASER upon the final delivery and receipt of payment. PURCHASER acknowledges that it will be responsible to add the vehicle to its vehicle and liability insurance policies before delivery. PURCHASER agrees to indemnify, hold harmless and defend SELLER and Signal 5 Fire Apparatus with regard to any causes of action that may arise from the use and operation of this vehicle after the delivery of possession to PURCHASER.
7. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. The parties agree that with regard to any cause of action arising from this Agreement that they will submit to the exclusive jurisdiction and venue of the state courts of the state of New York and that any such action must be commenced in the Supreme Court of the County of Westchester.

Village of Dobbs Ferry

SELLER

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

JB-Nimitz Volunteer Fire Dept.

PURCHASER

*Michael C. Wright*  
\_\_\_\_\_

NAME

*Chief*  
\_\_\_\_\_

TITLE

*[Signature]*  
\_\_\_\_\_

SIGNED

*12/14/2023*  
\_\_\_\_\_

DATE