



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

<b>MEETING DATE:</b> January 9, 2024
<b>AGENDA ITEM SECTION:</b> Resolutions
<b>AGENDA ITEM NO. :</b> 6
<b>AGENDA ITEM:</b>  <b><u>Resolution:</u></b> Consider a resolution declaring Fire Department utility vehicle as surplus, authorizing its sale and purchasing a replacement utility vehicle not to exceed \$90,000
<b>ITEM BACKUP DOCUMENTATION:</b>  <ol style="list-style-type: none"><li>1. Draft resolution</li><li>2. Offer Sheet</li></ol>

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES  
DECLARING A 2013 FORD 550 WARNER BODY MINI RESCUE AS SURPLUS  
EQUIPMENT AND AUTHORIZING THE PURCHASE OF A 2024 CHEVROLET  
SILVERADO UTILITY TRUCK AS A REPLACEMENT**

**WHEREAS,** The Dobbs Ferry Fire Department is requesting to have their 2013 Ford 550 Warner Mini Rescue declared as surplus equipment; and

**WHEREAS,** The Dobbs Ferry Fire Department received an offer from JB-Nimitz Volunteer Fire Department to purchase said vehicle for \$125,000 (offer sheet attached); and

**WHEREAS,** The Dobbs Ferry Fire Department is requesting to replace this vehicle with a 2024 Chevrolet Silverado Utility Truck.

**NOW, THEREFORE, BE IT RESOLVED,** that The Village of Dobbs Ferry Board of Trustees declares the 2013 Ford 550 Warner Body Mini Rescue as surplus equipment; and

**THEREFORE, BE IT FURTHER RESOLVED,** that The Village of Dobbs Ferry Board of Trustees authorizes the Administrator to sign the offer sheet to sell declared surplus vehicle; and

**THEREFORE, BE IT FURTHER RESOLVED,** that The Village of Dobbs Ferry Board of Trustees authorizes the purchase of a 2024 Chevrolet Silverado utility truck, not to exceed \$90,000 effective immediately.

## **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

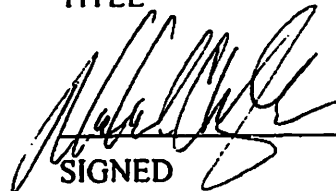
JB-Nimitz Volunteer Fire Dept.  
PURCHASER

Michael C. Wright

NAME

Chief

TITLE



SIGNED

12/14/2023

DATE