



AGENDA
SEPTEMBER 6, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Pledge of Allegiance

1. Continuation of a Public Hearing to Hear and Discuss Proposed Amendments to the Village of Briarcliff Manor Comprehensive Plan as set forth in Draft Comprehensive Plan Addendum

Board of Trustees Announcements

Village Managers Report

Public Comments

P2

2. Authorize Village Manager to Execute an Amendment to an Agreement with New York State Department of Transportation to Adjust the Snow and Ice Agreement for 2016-2017
3. Budget Transfers

**NEXT REGULAR BOARD OF TRUSTEES MEETING – TUESDAY,
SEPTEMBER 19, 2017**

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
SEPTEMBER 6, 2017

2. **AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO ADJUST THE SNOW AND ICE AGREEMENT FOR 2015-2016**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the New York State Department of Transportation to amend the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2016 through June 30, 2017.

AMENDMENT B

Contract #	Municipality		Region #
D014708	VILLAGE OF BRIARCLIFF MANOR/Westchester County		8
Beginning Date of Extension Period	7/1/2014	Ending Date of Extension Period	6/30/2017

AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2016/17 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	16/17 JMiles	S&I LM Base	16/17 LM	Pay ¹ Factor	Original Estimated Expenditure	Index Adjustment ²
50,634	84,682	590	659	1.497	\$4,085.85	\$2,030.67
Pay Factor ¹ = (16/17 J-Miles/(16/17 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) - Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment ²		Rev. Est. Expenditure ³	
\$4,085.85			\$2,030.67		\$6,116.52	
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D014708

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL’S SIGNATURE

COMPTROLLER’S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Westchester)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____, _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
SEPTEMBER 6, 2017

3. BUDGET TRANSFERS– 2017-2018

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2017-2018:

GENERAL FUND

From:	A.3120.205	Police Contractual	\$58,700
To:	A9785.600	Lease Payments - Principal	\$58,700
From:	A.7110.460	Contractual Services	\$25,870.44
To:	A9785.600	Lease Payments - Principal	\$25,870.44

BUDGET TRANSFER (FY 17-18) REQUEST FORM

Amount from:	Muni Code	Budget Line
\$ 25,870.44	A7110.460	Contractual Services
Amount to:	Muni Code	Budget Line
\$ 25,870.44	A9785.600	Lease Payments-Principal

Reason for Transfer Request: To correctly account for Leased Equipment TRACTOR

Signature of Requesting Department Head

Date Signed

R. Segura, VM

31 August 2017

Village Manager Approval

Date Signed

Edward J. Feltz

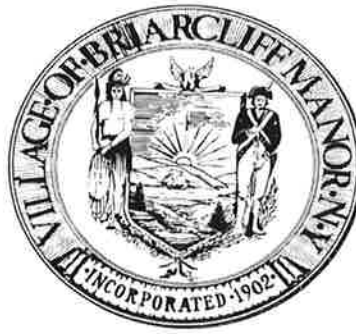
8/31/17

Village Treasurer Approval

Date Signed

If over \$10,000, Board of Trustees Approval Date:

Village of Briarcliff Manor
Department of Public Works
10 Buckhout Road
Briarcliff Manor, NY 10510



Village of Briarcliff Manor
Main (914) 941-9105
Fax (914) 941-4747

MEMORANDUM

TO: Philip Zegarelli, Village Manager
Ed Ritter, Village Treasurer

FROM: Edward C. Torhan, Superintendent

DATE: August 10, 2017

RE: Roadside Grass Tractor Replacement

The Village's 1992 Ford tractor, with a 1982 Edwards flail side mount, has broken and is beyond repair. This tractor and roadside mower is continually in use from March to November to cut brush and weeds along the 40 miles of Village roads and 10 miles of county and state roads in the VBM. Roadside cutting is critical for the safety of the traveling public such as line-of-sight and for aesthetic purposes throughout the Village.

I have investigated all options, including repair, replacement of the flail mower, rentals and even sharing available, similar equipment with other municipalities. None of which are available. It is our opinion that the only remaining option is to acquire a new unit.

A replacement unit is available through the New York State contract via the NJPA (National Joint Power Alliance) cooperative purchasing contract. Westchester Tractor Inc. has provided a quote for a replacement unit at \$87,441.40, which includes the 14% ± NJPA discount off the msrp. They also offer a municipal lease for this unit.

During our review and investigation of options and capabilities, we have confirmed that the new tractor is also capable of handling a deep tine turf aerator. This such attachment is used to aerate sports fields and create grass cores for over seeding, root growth and field stability. Currently, the Village has a field maintenance contract for deep tine aeration and seeding: this is at a cost to the Village of \$23,000.00 annually. I would like to acquire this type of multi-purpose tractor complete with a deep tine aerator attachment: cost is \$23,900.00.

As to pricing, the entire cost of the tractor with a roadside flail mower and a rear deep tine aerator, including freight and delivery is \$115,639.40. The savings realized by not contracting out the field aeration alone, will pay for the deep tine aeration attachment in just one year and pay for the entire tractor and attachments in 5 years. Alternatively, I would suggest that we move forward with this machine on a separate financing track and enter into a five year lease option: \$2,155.87 per month or \$25,870.44 annually. Regardless, the existing tractor is of such age and condition that it needs to be replaced.

Application # 148732

Lease Agreement # _____

Dealer

Lessee

Name: WESTCHESTER TRACTOR, INC.		Legal Name:	
Address: 60 INTERNATIONAL BLVD. BREWSTER NY 10509		Address: 12533	
Phone Number:	Fax Number:	E-Mail Address:	

Equipment Description

See attached Schedule A for additional equipment

Quantity	Model and Description	Serial Number
1	L3901HST 4WD-TRA W/HYD TRANS/FOLD ROPS	
1	LA525- FRONT LOADER FOR L3200/L3800 W/Q.C.	

Equipment Location Address: _____

Transaction Terms/Payment Schedule

Number of Payments: 60	Payment Amount: \$ 452.41 + Applicable Taxes	Lease Term (months): 60	Advance Payment: \$ + Applicable Taxes	Documentation Fee: \$ 250.00 Financed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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See attached Schedule B for variable payment structure

Payable: MONTHLY	End of Lease Provision: \$100.00 Full Payout to Customer
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We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named above. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THIS LEASE AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU SPECIFICALLY WAIVE ANY DEFENSE BASED UPON FORUM NON CONVENIENS AND YOU ADMIT THAT THE STATE AND FEDERAL COURTS LOCATED IN EASTERN DISTRICT OF PENNSYLVANIA ARE CONVENIENT FORUMS TO RESOLVE ALL DISPUTES UNDER THIS LEASE. You agree to submit the original lease documents with the security deposit, if applicable, to Lessor or its assignee via overnight courier the same day of the receipt/transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 11. BY SIGNING THIS LEASE AGREEMENT BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Lessor

Lessee

Kubota Leasing 655 Business Center Drive, Horsham, PA 19044		Date: _____	
Print Name: _____	Title: _____	Federal Tax ID# 46001907	Date: _____

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT.

Terms and Conditions

<p>1. Lease. Subject to the terms of this Lease, you agree to lease from us the Equipment and, if applicable, finance any delivery and installation costs described above when we accept this Lease at our office in Pennsylvania. ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM. You agree to be bound by all the terms of this Lease.</p> <p>2. Delivery and Acceptance of System. Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease, you assign your right, but none of your obligations under it, to us.</p>	<p>3. Rent. You agree to pay us Rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, your first Rent repayment is due on the date you accept the Equipment under this Lease. Rent is due whether or not you receive an invoice from us. Interim Rent shall be due from the date that you accept the Equipment. We may charge you a return check or non-sufficient funds charge for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.</p>
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Terms and Conditions Continued on page 2

Acceptance

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature: <i>[Signature]</i>	Title: <i>supt</i>	Print Name: _____	Date: <i>10-21-16</i>
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Guaranty

I unconditionally guarantee prompt payment of all Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to jurisdiction in any state or federal court in Pennsylvania.

Guarantor Signature: <i>[Signature]</i>	Date: <i>10-21-16</i>
Guarantor Signature: _____	Print Name: _____
_____	Date: _____

TERMS AND CONDITIONS--CONTINUED

4. Unconditional Obligation. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

6. Disclaimer of Warranties. THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU AGREE THAT WE ARE NOT LICENSING THE SOFTWARE TO YOU.

6. Title and Security Interest. Except for leases with \$100.00 purchase provision, we will have title to the Equipment. If you have a \$100.00 purchase provision and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. You authorize us to sign financing statements and file financing statements on your behalf. All facsimile documents can also be regarded as original documents.

7. Use, Maintenance and Repair. You will not move the Equipment from the Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted.

8. Taxes. You agree to pay us, when invoiced, all taxes and charges. We may charge you a processing fee for administering property tax filings.

9. Indemnity. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operations, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.

10. Loss or Damage AND INSURANCE. You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until the time it is returned to us. You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Lease. If you do not provide us with evidence of proper insurance at our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our own interest in the Equipment at your expense. An insurance charge will be added to each of your invoices. The insurance charge includes premium, interest and/or finance charges on that premium, fees for tracking the insurance, and administration expenses (including a fee payable to us which may include a profit). You will pay all insurance premiums and related charges and there will be no deductible.

11. DEFAULT AND REMEDIES. You will be in default under this Lease if any of the following happens: (a) we do not receive any Rent or other payment due hereunder 5 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated, dissolve, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Lease shall prove to be false or misleading in any material aspect, or (f) you or any of your guarantors break any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates), or (h) you violate the terms of the software license agreement. Upon the occurrence of default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) the Purchase Provision Amount, if stated, or if no fixed Purchase Amount is given, our reasonable estimate of the Fair Market Value of like equipment as of the end of the Lease Term, all discounted at the higher of 8% or the lowest rate allowed by law (collectively, the "Net Book Value"). Any return or repossession will not be considered a termination or cancellation of the lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree to pay all of the costs we incur to enforce our rights against you including attorney's fees.

12. Your End of Lease Provisions. If a fixed price purchase option (FPPO) or True Lease purchase provision is indicated above and provided you are not in default and have duly performed the terms, covenants and conditions, but not limited to the payment of all rentals required to be paid, you will give us at least 90 days but no more than 180 days written notice to the attention of Asset Management - End of Lease Administration, 655 Business Center Drive, Horsham, PA 19044 before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Purchase Provision" (fixed price as listed. True Lease amounts will be determined by us based on the Equipment's in place value) plus any applicable taxes and an end of term processing fee of \$87.25; or b) return all the Equipment in good working condition at your cost in a like, manner and to a location we designate. Return provisions require original manufacturer tires at >50% wear with no flat spots or chunking, return the unit to the original dealer or to a location that we designate, no engine smoking, usage limited to 1200 hours/year with no harsh applications - \$2.50/hr. In excess of hours, no vibrations or leaks, >50% remaining brake life, >50% time remaining to the next overhaul, booms straight, hydraulics must be 100% operational and >50% remaining track life. If you fail to notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive twelve (12) month periods. You will pay us for any missing or defective parts or accessories and the estimated repair costs if the equipment is not in the condition described above. **YOU WILL CONTINUE TO PAY RENT UNTIL THE EQUIPMENT IS RECEIVED AND ACCEPTED BY US.** For all other provisions, you will be billed the amount stated above plus any applicable taxes. For all types of Purchase Provisions, We will charge you a processing fee of \$87.25, as reasonable compensation to cover the cost of the documentation costs at the end of the transaction.

13. Further Assurances: From time to time, You will execute and deliver to Us, or Our Assignee, on demand and without limitation, such additional documents and will provide such additional information as We or Our Assignee, may reasonably require to carry out the terms of this Agreement and be informed of Your status and affairs.

14. Miscellaneous: This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of the Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You authorize us (or our agent) to obtain credit reports, b) make such other credit inquiries as we may deem necessary, and c) furnish payment history information to payment reporting agencies. To the extent permitted by law, we may charge a fee to cover our documentation and investigation costs.

15. Waivers. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including, but not limited to your rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages for us for any breach of warranty or for any other reason and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which requires us to sell or otherwise use any portion of the Equipment to reduce our damages, which requires us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of this Lease for any losses, damages, delay or failure to deliver the Equipment.

16. NON-APPROPRIATION: If You: (a) are not allotted funds for this Lease Agreement in any fiscal year following the fiscal year in which this Lease Agreement was commenced, (b) have no funds for replacement equipment, and (c) have no funds from other sources (a) through (c) shall be hereinafter collectively referred to as "Non-Appropriation", You may terminate this Lease Agreement at the end of the then current fiscal year. In such event, You shall return the Equipment to Us, at Your sole expense. You shall not, within a period of Non-Appropriation, acquire by any means equipment similar to the Equipment, unless same shall be leased from Us.

1. What is the correct legal name of the agency/department that will use the equipment?
District
2. Where will the equipment be located?
3100 ... NY
3. The equipment is essential to the agency/department for the following reasons:
grounds work for our Facilities Dept.
4. Does the equipment replace existing equipment?
Yes No
5. If yes, when was the previous equipment purchased and what prompted the need for the new or additional equipment?
6. What approvals are required to acquire the equipment, and at what stage is the approval process?
Approval is complete. BOE approved on 9/26/16
7. What is the source of revenue that will be used to make the equipment lease/rental payments (i.e. General Funds, Special Revenue Fund)?
General Fund
8. When will the available funds for the equipment expire?
Fiscal yr. 7/1/16 - 6/30/17
9. Has the agency/department ever defaulted or been declared in default on any General or Lease obligations?
Yes No
10. If yes, when and why?
11. Has the agency/department ever terminated a lease/rental due to non-appropriation?
Yes No
12. If yes, when and why?
13. Who is the anticipated authorized signor and what is their title?
1, Superintendent

By: *Joel Yanni*
(Signature)

(Name)
Superintendent of Schools
(Title)



INSURANCE REQUIREMENTS

Lessor: Kubota Leasing
Lessee: WAPPINGERS CENTRAL SCHOOL DISTRICT
Lease Agreement #: 148732

Under the terms of your Lease, you are required to carry adequate insurance coverage on the leased equipment. Since this is a commercial lease, Homeowners Policies will not cover this leased equipment. You may choose our Comprehensive Equipment Insurance, an affordable coverage plan with NO DEDUCTIBLE underwritten and sold by Assurant. If you would prefer this convenient coverage option, simply check yes and sign below. That's all you need to do - we'll take care of the rest.

[] Yes, I am interested in being enrolled in the Comprehensive Equipment Insurance Plan. Please contact me with the insurance charge that can be billed with my monthly rent payment.

[X] No, do not enroll me in your plan, I choose to provide proof of my own insurance coverage.

Please provide a Certificate of Insurance showing the following:

- Above referenced Lease Agreement #
• Name of the Insurance Company and Policy Number
• Effective and Expiration Date of Coverage
• INSURED: Kubota Leasing ("Lessor") and its Assigns
665 Business Center Drive, Suite 250
Horsham, PA 19044
• PHYSICAL DAMAGE INSURANCE: Lessor must be provided with a Lender's Loss Payable clause showing the interest of Lessor as Loss Payee, against any loss including fire, theft, and vandalism. This insurance is required in an amount equal to your equipment cost or replacement value.
• LIABILITY INSURANCE: Lessor must be named as Additional Insured as its interests may appear. The minimum coverage is \$1,000,000 combined single limit for Bodily Injury and Property Damage.
• NOTICE OF CANCELLATION: Minimum thirty (30) days written notice of cancellation, non-renewal or amendment is required.
• DESCRIPTION OF EQUIPMENT: A description of equipment covered must be listed on or attached to the Certificate of Insurance.

Please send the Certificate of Insurance to either:

Fax: 1-305-964-2711
Email: InsTrack@Assurant.com

By signing below, I acknowledge that I have made sure that my agent understands that I am leasing the equipment and that if the Certificate of Insurance is not received within 60 days of the Lease commencement, the Lessor may purchase insurance on the Lessor's own interest in the Equipment at my expense. The insurance charge will be added to my Rent payment and is non-refundable.

Lessee:
By: [Signature]
(Name)
Superintendent of
(Title) Schools

WESTCHESTER TRACTOR, INC.

THE BEST DON'T REST

60 INTERNATIONAL BLVD.
 BREWSTER, NY 10509
 Phone (845) 278-7766 Fax (845) 278-4431
 Web: <http://www.wtractor.com>



QUOTE DATE: August 4, 2017
 Quotation valid for (days): 30
 Quotation valid until: September 3, 2017
 Prepared by: Frank LaBarbera
 Salesman's Phone #: (203) 833-4537
 Salesman's Email: frankl@wtractor.com

Customer Information:

VILLAGE OF BRIARCLIFF MANOR 10 BUCKHOUT RD. BRIARCLIFF MANOR, N.Y. 10510	PHONE	EXT	FAX
	914 941 9105		
	CELL		
	EMAIL		



MACHINE AND OPTIONS	PRICE
NEW KUBOTA TRACTOR MODEL M5-091HDC12, WITH CAB, 4WD, 12X12 TRANSMISSION AND TURF TIRES	\$65,265.00
KUBOTA M5-091 MOUNT KIT	\$9,553.00
74" RIGHT HAND TERRAIN MASTER MID MOUNT FLAIL WITH 4 OZ. KNIVES	\$22,167.00
74" RIGHT HAND CLIPPED FOOT GUARD	\$422.00
MOWER MOUNTING CHARGES , LABOR AND OIL	\$4,777.00
NJPA DISCOUNT	(\$14,742.60)
FREIGHT, DEALER PREP, DELIVERY	\$4,298.00
REDEX VERTI DRAIN AEROATOR WITH SOLID TINES AND A SET OF CORING TINES MODEL 7215	\$23,900.00
TRADE UNITS	

TOTAL	\$	115,639.40
TOTAL TAX	\$	-
TOTAL PRICE	\$	115,639.40

THANK YOU FOR YOUR BUSINESS!

PLUS TAX IF APPLICABLE

WESTCHESTER TRACTOR, INC.

THE BEST DON'T REST

60 INTERNATIONAL BLVD.
 BREWSTER, NY 10509
 Phone (845) 278-7766 Fax (845) 278-4431
 Web: <http://www.wtractor.com>

QUOTE DATE: August 4, 2017
 Quotation valid for (days): 30
 Quotation valid until: September 3, 2017
 Prepared by: Frank LaBarbera
 Salesman's Phone #: (203) 833-4537
 Salesman's Email: frankl@wtractor.com

Customer Information:

VILLAGE OF BRIARCLIFF MANOR 10 BUCKOUT RD BRIARCLIFF MANOR N.Y. 10510	PHONE	EXT	FAX
	914 941 9105		
	CELL		
	EMAIL		



MACHINE AND OPTIONS	PRICE
KUBOTA CREDIT MUNICIPAL LEASE OPTIONS FOR PURCHASE PRICE OF \$115,639.40 24 MONTHLY PAYMENTS \$5060.32 36 MONTHLY PAYMENTS \$3414.14 48 MONTHLY PAYMENTS \$2623.99 60 MONTHLY PAYMENTS \$2155.87 THE LEASE REQUIRES NO DOWN PAYMENT AND HAS A BUYOUT OF \$100.00 AT LEASE END LEASE ALLOWS 1200 HOURS A YEAR ON AVERAGE OF TRACTOR USAGE VILLAGE IS RESPONSIBLE FOR LIABILITY AND PHYSICAL DAMAGE INSURANCE	
TRADE UNITS	

TOTAL	\$	-
TOTAL TAX	\$	-
TOTAL PRICE	\$	-

PLUS TAX IF APPLICABLE

THANK YOU FOR YOUR BUSINESS!

BUDGET TRANSFER (FY 17-18) REQUEST FORM

Amount from:	Muni Code	Budget Line
\$ 58,700.00	A3120.205	Police - Contractual
Amount to:	Muni Code	Budget Line
\$ 58,700.00	A9785.600	Lease Payments-Principal

Reason for Transfer Request: To correctly account for Leased Equipment POLICE VEHICLES

Signature of Requesting Department Head Date Signed

 31 Aug 2017

Village Manager Approval Date Signed

 8/31/17

Village Treasurer Approval Date Signed

If over \$10,000, Board of Trustees Approval Date: