



**ORIGINAL**

**CONTRACT**

**THIS AGREEMENT**, made by and between Seagrave Fire Apparatus, LLC of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and Village of Tarrytown, One Depot Plaza, Tarrytown, NY 10591, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish one (1) unit of Seagrave Marauder 95 ft Aerialscope non-quint mid-mount platform, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 1,400 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:  

**Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591**
4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **Two Million Nine Hundred Forty-Nine Thousand Five Hundred Forty Dollars (\$2,949,540.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Terms are net, payment in full upon delivery of the apparatus to the customer. If the contract includes Dealer Furnished Equipment and services, the apparatus will be delivered to the customer and payment made, less five (5) percent of the Contract Price that is held by the fire department until all items and services are provided by the Dealer. The 5% Final Payment and Acceptance will be made once the terms of the contract are satisfied by the Dealer.**

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:



*Seagrave Fire Apparatus, LLC*  
*7285 Solutions Center*  
*Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within ten (10) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within ten (10) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. Any dispute or claim relating to this Agreement shall be determined exclusively in the state or federal courts located in New Castle County, Delaware. Each party consents to and waives any objection to the exclusive jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus and Equipment or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus and Equipment with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 11<sup>th</sup> day of October 2024

**VILLAGE OF TARRYTOWN, NY ("Purchaser")**



By Richard Slingerland  
Please print name here  
By Richard Slingerland  
Please sign name here  
Title Village Administrator  
Purchaser Village of Tarrytown, NY

~~By \_\_\_\_\_  
Please print name here  
By \_\_\_\_\_  
Please sign name here  
Title \_\_\_\_\_  
Purchaser \_\_\_\_\_~~

**SEAGRAVE FIRE APPARATUS, LLC ("Seller")**

By Ulisses D. Parmeziani  
Ulisses D. Parmeziani

Title: **President and Chief Executive Officer**  
Seller

Date of Acceptance: 10/22/2024



Board of Trustees  
Village of Tarrytown  
Regular Meeting No. 19  
October 7, 2024  
7:00 p.m.

PRESENT: Mayor Brown presiding; Trustees: Kim; McGovern; Mitchell; Rinaldi and Phillips-Staley. Village Administrator Slingerland; Assistant Administrator Fasman; Village Attorney Addona, Village Treasurer Morales; and Village Clerk Gilligan. Trustee Rinaldi exited the meeting at approximately 7:30 pm.

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On a motion made by Trustee Mitchell, seconded by Trustee Kim and unanimously carried, the following resolution was approved. Approved: 5-0

**2028 Model Seagrave Fire Apparatus Marauder 95-foot Aerialscope Contract Authorization**

WHEREAS, the Village of Tarrytown Fire Department is made up of six companies and five firehouses, and the Village of Tarrytown Fire Department operates seven apparatus vehicles in the form of four (4) pumper trucks, one (1) rescue and utility truck, one (1) ladder truck and one (1) combination ladder/pumper truck, which is operated by Washington Ladder Company, which is a 2005 American LaFrance "quint" type vehicle; and

WHEREAS, given several factors, including the fact that the 2005 American LaFrance company is no longer in business and it is becoming increasingly difficult to find parts for this vehicle and also the vehicle is approaching the time in the rotation when it should be replaced; and

WHEREAS, in order to proceed with this purchase the Village of Tarrytown obtained a quote from Seagrave's dealer/representative with Hudson Valley Fire Equipment LLC in the total approximate amount of two million nine hundred forty nine thousand and five hundred and forty dollars (\$2,949,540.00), through the HGAC Procurement Group, which the Village of Tarrytown joined in order to avail ourselves of the efficiencies of a shared purchasing procurement group, which complies with the requirements of the New York State General Municipal Law; and

WHEREAS, given the waiting list of other municipalities purchasing vehicles from Seagrave, the projected order and delivery time is fourteen hundred (1,400) days from the date of the placement of an order on or about October 7, 2024, the estimated delivery date would be on or about August 7, 2028.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown hereby authorizes the Village to purchase a new 2028 Model Seagrave

Marauder 95-foot Aerialscope Fire Apparatus under HGAC Group Contract # FS19-21 Model Code FS19AAA06; and

BE IT FURTHER RESOLVED and provided that the following additional issues are identified and detailed as follows:

- a. all current tools and equipment on the current Ladder 78 vehicle will be transferred over to the new Seagrave ladder apparatus, unless further authorized by the Mayor and Board of Trustees and signed-off on by the Village Administrator after such authorization has been granted;
- b. any and all change orders must be authorized in advance by the Mayor and Board of Trustees and signed-off on by the Village Administrator after such authorization has been granted before they may proceed;
- c. All Seagrave and other manufacturer warranties are as specified in the contract and specifications, including but not limited to:
  - i. 2 year bumper-to-bumper warranty
  - ii. 15 year structural warranty on body and cab
  - iii. 20 year warranty on the aerial ladder
  - iv. 5 year warranty on the engine and transmission
  - v. 3 year warranty on the axle(s)
  - vi. And other warranties as provided in the specification and attached documents

AND BE IT FURTHER RESOLVED that the Village Administrator is authorized to execute a contract for this purchase, subject to the laws of the State of Delaware, and subject to the satisfaction of the Village Administrator and the Village Attorney, which includes the provision that any legal actions brought in this matter shall be in the venue of the State of Delaware; and

BE IT FURTHER RESOLVED that the funding of \$2,949,540.00 for this purchase of a new 2028 Model Seagrave Marauder 95-foot Aerialscope Fire Apparatus under HGAC Group Contract # FS19-21 Model Code FS19AAA06 shall be through the use of Village of Tarrytown Fund Balance from the General Fund, to be set up in a reserved fund for this specific purchase by the Village Treasurer, to be held until such time that the Village takes possession of the vehicle at which time payment shall be due based on the provisions of the contract; and

BE IT FURTHER RESOLVED, that if any additional funds may be required due to any future change orders authorized in advance by the Mayor and Board of Trustees and signed-off by the Village Administrator, that at such time the Village shall determine the source of funding for any additional expenditures and the determination and source shall be provided in the resolution at the time of approval.



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I, Kristine Gilligan, the undersigned Village Clerk, do hereby certify that the above is a true and correct excerpt of the minutes of the October 7, 2024 Board of Trustees Regular Meeting.



Kristine Gilligan, Village Clerk  
Dated: October 8, 2024

