

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-246

September 13, 2021

RESOLUTION AUTHORIZING THE PURCHASE OF ONE 2022 DODGE DURANGO V 8 PURSUIT ALL WHEEL DRIVE VEHICLE FOR THE POLICE DEPARTMENT THRU ENTERPRISE FLEET MANAGEMENT UNDER THE SOURCEWELL COOPERATIVE PRICING COUNCIL CONTRACT #060618-EFM IN THE AMOUNT NOT TO EXCEED \$66,883.00

WHEREAS, the Township of South Orange Village wishes to purchase one **2022 DODGE DURANGO V 8 PURSUIT ALL WHEEL DRIVE VEHICLE** from an authorized vendor under the SOURCEWELL Cooperative Pricing Council, **CONTRACT #060618-EFM**; and

WHEREAS, Enterprise Fleet Management has been awarded **CONTRACT #060618-EFM**; and

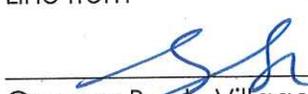
WHEREAS, the Village Administrator has recommended the acquisition of one vehicle pursuant to the SOURCEWELL Contract; now,

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that the Board hereby authorizes and approves the purchase of one **2022 DODGE DURANGO V 8 PURSUIT ALL WHEEL DRIVE VEHICLE** through SOURCEWELL Cooperative Pricing Council, **CONTRACT #060618-EFM**, to Enterprise Fleet Management, in a total amount not to exceed **\$66,883.00**; and

BE IT FURTHER RESOLVED that the Village President or Village Administrator and Village Clerk are hereby authorized to execute a contract for said services upon receipt of the below Certification of Available Funds from the Village Treasurer.

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

<u>04-2150-21-1004-000</u>	<u>Police Vehicles' Equipment NTE \$66,883.00</u>	
Line Item	Description	Amount
		<u>9/13/21</u>
Gregory Bock, Village Treasurer		Date



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown			X			
Coallier			X			
Haskins			X			
Hartshorn Hilton		X	X			
Jones			X			
Zuckerman	X		X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, September 13, 2021.

A handwritten signature in blue ink, appearing to read "Ojetti E. Davis", is written over a horizontal line.

Ojetti E. Davis
Acting Village Clerk



Prepared For: The Township of South Orange Village
Loehner, Adam

Date 09/07/2021
AE/AM MKC

Unit #
Year 2022 Make Dodge Model Durango
Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type Ordered Term 60 State NJ Customer# 596884

\$ 66,883.00 Capitalized Price of Vehicle 1
\$ 0.00 * Sales Tax 6.6250% State NJ
\$ 1.00 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 200.00 Other: Courtesy Delivery Fee
\$ 67,082.00 * Capitalized Price Reduction
\$ 0.00 * Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with Order Information: Driver Name, Exterior Color (DB Black Clearcoat), Interior Color (Black w/Cloth Bucket Seats w/Shift Insert or), Lic. Plate Type (Government), GVWR (0)

\$ 1.00 Total Capitalized Amount (Delivered Price)
\$ 0.01 Depreciation Reserve @ 1.3413%
\$ 30.00 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)2
\$ 30.01 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00
\$ 0.00 Physical Damage Management
\$ 0.00 Full Maintenance Program 3 Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.00 Per Mile
Tires 0
Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00 Sales Tax 6.6250%

State NJ

Total Monthly Rental Including Additional Services

\$ 0.40 Reduced Book Value at 60 Months
\$ 395.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE The Township of South Orange Village

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 3	C	\$ 2,000.00
Custom Equipment 2	C	\$ 23,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 25,000.00
Aftermarket Equipment Total		\$ 25,000.00



VEHICLE INFORMATION:

2022 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,751	\$37,095.00
Total Options	\$3,577.00	\$3,975.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$41,823.00	\$42,565.00

SELECTED COLOR:

Exterior: PXJ-DB Black Clearcoat
 Interior: X9-Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22Z	Quick Order Package 22Z	NC	NC
ADL	Skid Plate Group	\$266.00	\$295.00
APA	Monotone Paint Application	STD	STD
BCF	800 Amp Maintenance Free Battery	Included	Included
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFD	Transmission: 8-Speed Automatic (8HP70)	NC	NC
DHR	Single Speed on Demand Transfer Case	Included	Included
DPM	3.09 Rear Axle Ratio	Included	Included
DR1	230MM Rear Axle	Included	Included
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,696.00	\$2,995.00
GXF	Entire Fleet Alike Key (FREQ 1)	\$125.00	\$140.00
LNF	Black Left LED Spot Lamp	\$490.00	\$545.00
NAS	50 State Emissions	NC	NC
NEX	Dual Rear Exhaust w/Bright Tips	Included	Included
NHA	Engine Oil Cooler	Included	Included
PXJ_03	DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
XEE	Fuel Tank Skid Plate Shield	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XF3	Underbody Skid Plate	Included	Included
Z6J	GVWR: 7,100 lbs	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks

Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather/metal-look steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and The Township of South Orange Village ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 29th day of Jul, 2021, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2022	Dodge	Durango	5884626

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

The Township of South Orange Village ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By Tom Dolan Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____