RESOLUTION

MASTER LEASE-PURCHASE NO.

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF $228,571.00, BETWEEN KINETIC LEASING, INC., AS LESSOR, AND VILLAGE OF ENDICOTT, AS LESSEE, UNDER WHICH THE LESSEE WILL LEASE CERTAIN BOILER; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, Village of Endicott is a Village duly organized and existing pursuant to the Constitution and laws of the State of New York, and

WHEREAS, the Village of Endicott Board of Trustees (the Village is authorized pursuant to New York law, to purchase and hold real and personal property for the use of the Village and to lease any real or personal property, either as lessor or lessee, when deemed by the Board to be in the best interests of the Village of Endicott and its inhabitants; and

WHEREAS, the Board hereby finds and determines that the execution of a Master Lease-Purchase Agreement (the “Equipment Lease”) for the purpose of leasing with the option to purchase the equipment designated and set forth in Schedule A to the Equipment Lease is appropriate and necessary to the function and operations of the Village of Endicott; and

WHEREAS, Kinetic Leasing, Inc. (the “Lessor”), duly organized, existing, and in good standing under the laws of the State of North Dakota, shall act as Lessor under the Equipment Lease; and

WHEREAS, the obligation of the Village of Endicott to pay Rental Payments (as defined in the Equipment Lease) shall be from year to year only; shall constitute currently budgeted expenditures of the Village of Endicott; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Village of Endicott within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the Village of Endicott in any ensuing fiscal year beyond any fiscal year during which the Equipment Lease shall be in effect; and

WHEREAS, the Equipment Lease shall not directly or indirectly obligate the Village of Endicott to make any payments beyond those appropriated for any fiscal year during which the Equipment Lease shall be in effect and the Equipment Lease shall terminate (or not be renewed) in the event that the Village of Endicott does not appropriate Rental Payments under the Equipment Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ENDICOTT

Section 1. The Village Manager acting on behalf of the Village of Endicott, is hereby authorized to negotiate, enter into, execute, and deliver the Equipment Lease in substantially the form set forth in the document presently before the Board, which document is available for public inspection at the Village of Endicott Clerk’s office. The Village Manager acting on behalf of the Village of Endicott, is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease, as the Village Manager upon advice of counsel, deem necessary and appropriate. The Village Manager is authorized to execute the Receipt Certificate(s) in form as attached to the Equipment Lease.

Section 2. The Equipment Lease shall be in the principal amount of $228,571.00 bearing interest as set forth in Exhibit B of the Equipment Lease; the Equipment Lease to contain an option to purchase by the Village of Endicott as therein set forth.

Section 3. The obligation of the Village of Endicott to make Rental Payments under the Equipment Lease is subject to annual appropriation by the Board and constitutes an undertaking of the Village of Endicott to make current expenditures. No provision of this resolution or the Equipment Lease shall be construed or interpreted as a delegation of governmental powers or as constituting or giving rise to a general obligation or other indebtedness or a multiple fiscal year direct or indirect debt or other financial obligation of the Village of Endicott within the meaning of any constitutional or statutory debt limitation, of the New York Constitution, nor a mandatory charge or requirement against the Village of Endicott in any ensuing fiscal year beyond the current fiscal year. The Village of Endicott shall have no obligation to make any payment to the Lessor or its assigns except in connection with the payment of the Rental Payments under the Equipment Lease and certain other payments, for which funds have been specifically appropriated and encumbered by the Village of Endicott for such purpose, under the Equipment Lease, which payments may be terminated (and the Equipment Lease not renewed) by the Village of Endicott in accordance with the provisions of the Equipment Lease.

Section 4. The Board hereby determines and declares that (a) the Rental Payments due under the Equipment Lease constitute the fair rental value of the Equipment and do not exceed a reasonable amount; and (b) the leasing of the Equipment pursuant to the Equipment Lease is in the best interests of the Village of Endicott and its inhabitants.

Section 5. All other related contracts and agreements, necessary and incidental to the Equipment Lease are hereby authorized.

Section 6. The Village of Endicotta reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the period from January 1, 2023 to December 31, 2023 and hereby designates the Equipment Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7.

Master Lease Purchase Agreement:

This agreement will need to include the following executory clause pursuant to GML 109-b (2((f):

“This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies. The installment purchase contract is not a general obligation of the Village of Endicott. Neither the full faith and credit nor the taxing power of the Village of Endicott are pledged to the payment of any amount due or become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.”

Governing Law should be New York Law.

The total of all Rental Payments made during each year throughout the term shall be substantially level or falling, pursuant to GML 109-b. This can be reflected in Exhibit B, in the table showing the amount each payment, including interest and principal, for each payment date.

Section 8. This resolution shall take effect immediately upon its adoption and approval.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20     .

**LESSEE:**

Signature:

Name/Title:

**ATTEST:**

Signature:

Name/Title: