



Board of Aldermen Called Meeting

Agenda Packet

October 26, 2022





AGENDA
Spencer Board of Aldermen
Called Meeting
5:30 p.m.

DATE:
October 26, 2022

CALL TO ORDER – MAYOR JONATHAN WILLIAMS

INVOCATION & PLEDGE OF ALLEGIANCE

- 1. CONSIDERING A BUDGET AMENDMENT FOR THE PURCHASE OF A FIRE TRUCK WITH EQUIPMENT**
- 2. CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE OF A PIERCE MANUFACTURED FIRE ENGINE/PUMPER AND RELATED EQUIPMENT PROCURED THROUGH THE HOUSTON-GALVESTON AREA COUNCIL'S COOPERATIVE PURCHASING PROGRAM.**

ADJOURNMENT

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 10/26/2022

Issue under Consideration:	Consider adopting a Budget Ordinance Amendment for the purchase of a new Fire Engine/Pumper
Current Status:	The Fire Department has been notified that the estimated delivery time for a purchase of a new fire truck is 22 months. This is significantly longer than timeframes the Town has experienced previously.
Points to Consider:	The Town plans to use lease financing to purchase the new Fire Truck. In addition, the Town has identified \$225,000 in ARPA supplanted funds for use towards the purchase in FY25.
Financial Impact:	The Town will need to appropriate lease financing in the Capital Project Fund to fund the cost of the fire truck. It is not anticipated that the expenditure of these funds will occur prior to July 1, 2024. If the \$225,000 in supplanted ARPA funds is available for use in FY 24-25, they can be used to reduce the amount of lease financing required. Considering the time till receipt of the new fire truck, the Town will be able to explore various options for lease financing. It is anticipated the new truck will be able to be financed for 10 to 15 years.
Options:	Accept or decline by vote of the Board of Aldermen
Recommendations:	Motion to adopt Budget Ordinance Amendment 22-023 for the purchase of a new Fire Engine/Pumper.
Department:	Fire Department

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
GENERAL FUND FY 22-23 BUDGET
ORDINANCE 22-023
OCTOBER 11, 2022

BE IT ORDAINED, by the Governing Board of the Town of Spencer, North Carolina, that the following amendment of anticipated fund revenues and departmental expenditures, certain Fee and Charge Schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of Town Government and its activities for the Fiscal Year beginning July 1, 2022 and ending on June 30, 2023:

Section 1. To amend the FY 22-23 expense appropriations as follows: Appropriate funds from lease financing to purchase a new fire truck.

Section 2. The following Capital Reserve and Replacement Fund line items are amended as follows:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
30-3920-000	Lease Financing	\$0	\$891,821	\$891,821

Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
30-4510-540	CO-Vehicles	\$36,169	\$927,990	\$891,821

Section 3. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Town Manager and the Finance Officer for record-keeping.

Adopted this 26th day of October 2022.

Tamara Hatley, Interim Town Clerk

Jonathan Williams, Mayor

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: 10/26/2022

Issue under Consideration:	Consider authorizing the Town Manager to execute a contract with Atlantic Emergency Solutions for the purchase of a Pierce manufactured Fire engine/pumper and related equipment procured through the Houston-Galveston Area Council's Cooperative Purchasing Program.
Current Status:	The apparatus will be a new front-line Engine/Pumper, allowing replacement of Engine 751, currently a 2008 Seagrave which would become Engine 752. The disposition of the current Engine 752, a 1995 E-One, is to be determined. This purchase will allow the Town to maintain the level of service and apparatus in compliance with state and federal regulations, as well as adding more efficient and safer apparatus to the fleet. The Town has joined the HGACBuy government cooperative purchasing program to facilitate the process..
Points to Consider:	The recommendation includes purchasing additional equipment with the apparatus that totals \$67,125, as follows: <u>1200'</u> of 5" Supply Hose <u>1200'</u> of 1.75" Attack Hose <u>1000'</u> of 2.5 Attack Hose <u>3-</u> 1.75 Nozzles <u>2-</u> 2.5 Nozzles <u>1-</u> SuperVac 18" Cordless PPV Fan <u>1-</u> MSA Evolution 6000 Thermal Imaging Camera with Apparatus Charger <u>1-</u> MSA Altair5x Gas Meter
Financial Impact:	It is anticipated the new truck will be able to be financed for 10 to 15 years. The full financial impact is provided in the Budget Ordinance Amendment cover page. By placing an order prior to November 1, 2022, the Town will avoid a 6.5 percent (48,000) price increase from the manufacturer. The total contract price of \$891,820.32 includes a \$2,000 HGAC Order Processing Charge that covers the Cooperative's bidding and procurement services.
Options:	
Recommendation:	Motion to authorize the Town Manager to execute a contract with Atlantic Emergency Solutions for the purchase of a Pierce manufactured Fire engine/pumper and related equipment procured through the Houston-Galveston Area Council's Cooperative Purchasing Program.
Department:	Fire Department



Proposal for Furnishing Apparatus

Oct 11, 2022

Department: Spencer Fire Department

Attn: Chief Lanning

208 S. Salisbury Ave. Spencer, NC 28159

Upon an order being placed by you, and final acceptance by Atlantic Emergency Solutions the apparatus and equipment herein named will be manufactured for the following prices:

	Price
One Pierce Enforcer Pumper (Ref Bid #224)	\$824,695.00
Dealer Supplied Equipment List	\$67,125.00

Total: **\$891,820.00**

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 608 calendar days after receipt of this order and the acceptance thereof by Atlantic Emergency Solutions.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

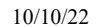
Terms: The terms of this proposal will be governed by the laws of the state of Virginia. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and signed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid 10/08/2022 - 10/31/2022 *A 6.5% Price Increase Will Take Affect 11/01/2022

Sincerely,

Phil Peterson

6809 Statesville Road
Charlotte, NC, 28269
Cell: 704-441-6337



Buying Agency:	Spencer Fire Department	Contractor:	Atlantic Emergency Solutions		
Contact Person:	Chief Michael Lanning	Prepared By:	Phil Peterson		
Phone:	(704) 637-6135	Phone:	(704) 441-6337		
Fax:		Fax:			
Email:	firechief@spencernc.gov	Email:	ppeterson@atlanticemergency.com		
Product Code:	FS12-19VC07	Description:	Enforcer 4 Door Full Tilt, Aluminum Single Axle, 1250 pump		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$616,653.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.					
(Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$196,541.00
			Subtotal B:		\$196,541.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$9,501.00
			Subtotal C:		\$9,501.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:	1.17%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)					
Quantity Ordered:	1	X Subtotal of A + B + C:	822695	=	Subtotal D: \$822,695.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E: \$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation					
Description		Cost	Description		Cost
Chassis Pre-Payment Discount			Equipment		\$67,125.00
100% Pre-Payment Discount					
Trade-in Allowance					
			Subtotal F:		\$67,125.00
Delivery Date:		22 Months	G. Total Purchase Price (D+E+F):		
			\$891,820.00		

[illegible]

		#N/A	\$0.00	
		#N/A	\$0.00	
		Base Bid	\$616,653.00	
		Published Options	\$196,541.00	
		Total Published Options	\$813,194.00	
		Unpublished Options	\$9,501.00	1.17%
		Total Options w/o HGAC Fee	\$822,695.00	

Medium Aluminum 2nd Gen Pumper

CHASSIS

Enforcer Chassis

AXLE, REAR
27,000 lb Dana Axle

500 HP Cummins X12 Engine

ALLison 5th Gen, 4000 EVS P

19" Extended Painted Steel

7000 Enforcer Cab

500 Gallon New York Style Water Tank

30.75" FF Rollup Flush Rear Compt

152" Lap Full Height Front & Rear FDLER

152nd Lap Low FDLER

48" Control Zone Side Mount

2000 GPM Waterous CSU

1.50" Crosslay Not Required

2.50" Crosslay Not Required

SpeedLays Not Required

Generator Not Required

Foam System Not Required

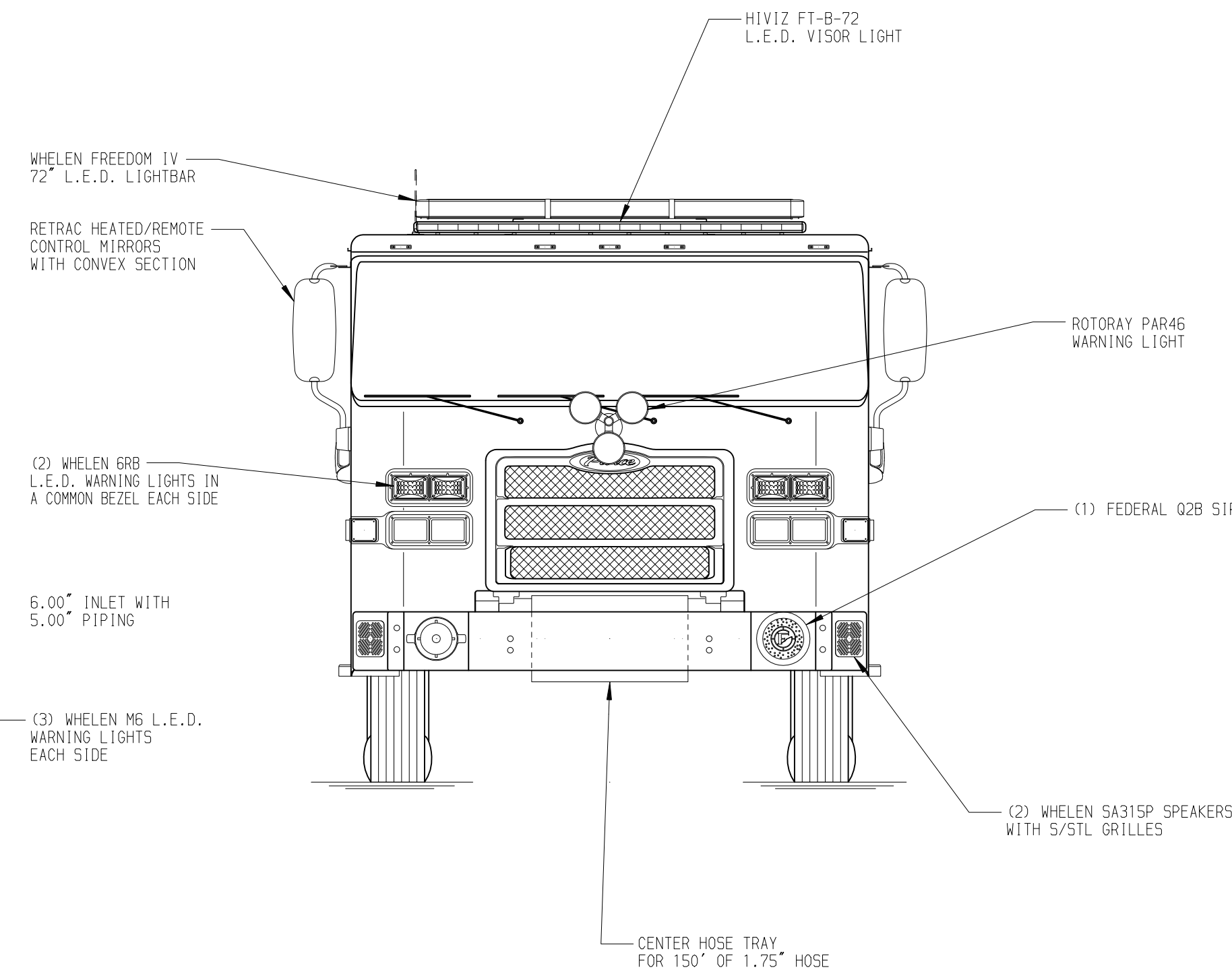
Foam Cell Not Required

Side Roll and Frontal Impact Protection

DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

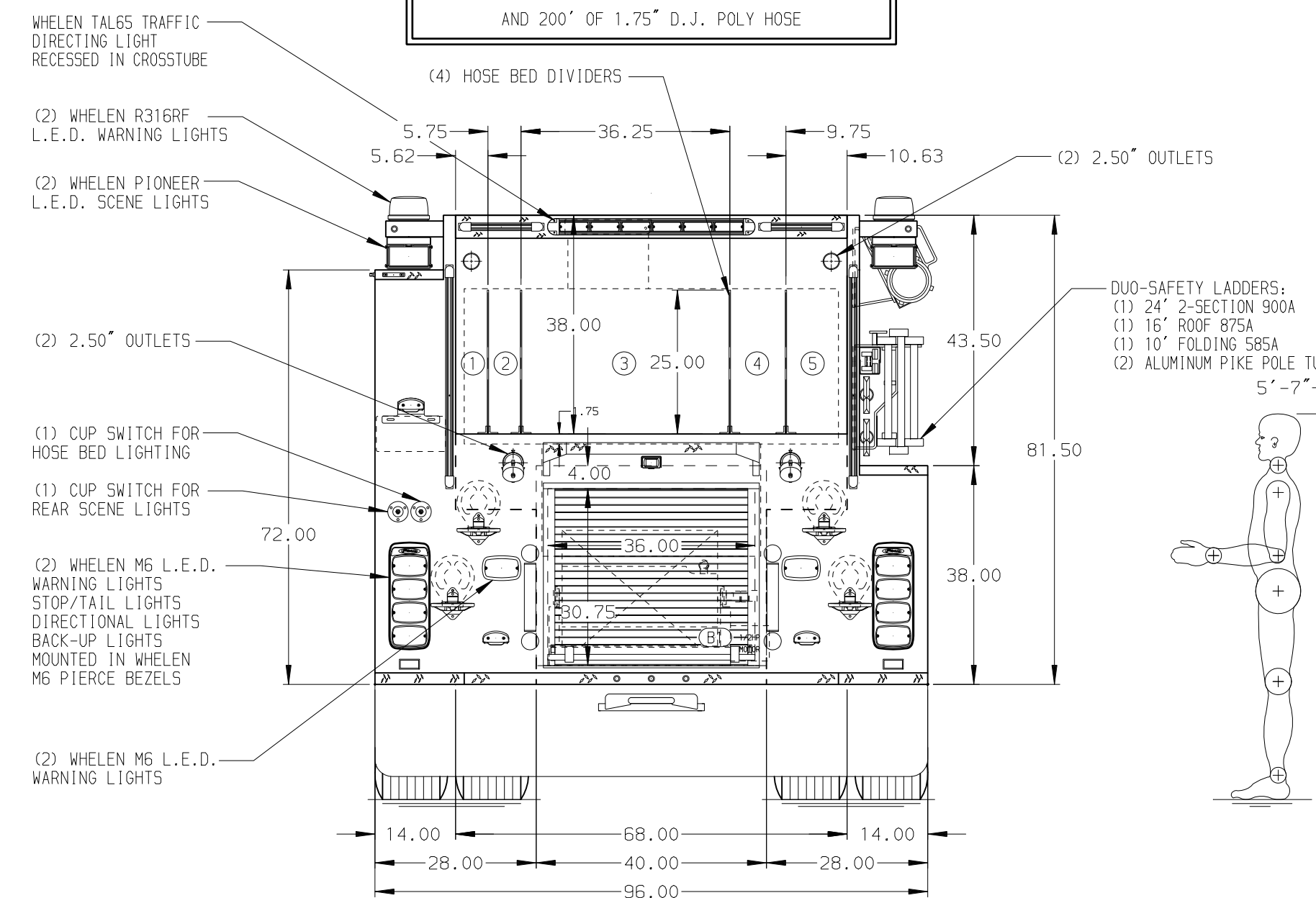
1. ONE 2.5" OUTLET WITH 2.5" PIPING AND SNIVEL LOCATED IN CENTER BUMPER TRAY
2. SHORELINE RECEPTACLE WITH KUSUMMA SUPER AUTO-EJECT LOCATED ON DRIVER SIDE OF THE CAB
3. AIR INLET WITH DISCONNECT COUPLING IN THE DRIVER SIDE STEWELL
4. BATTERY CHARGER LOCATED IN COMPARTMENT PER SHOP ORDER
5. BATTERY CHARGE INDICATOR LOCATED ON DRIVER SIDE OF THE CAB
6. FOUR ADJUSTABLE SHELVES LOCATED PER ORDER
7. TWO FLOOR MOUNTED SLIDE-OUT TRAY LOCATED PER ORDER
8. PARTITION BETWEEN R51/B1 AND R51/B1
9. 1.0" TIGHTENING CHAIN
10. HANNAY BOOSTER REEL MODEL SBEF34-23-24 WITH 200' OF 1.0" BOOSTER HOSE LOCATED IN B1

11. ONE SWING-OUT TOOLBOARD LOCATED PER SHOP ORDER



HOSEBED CAPACITY

BED 1
300' OF 1.75" D.J. POLY HOSE
BED 2
300' OF 1.75" D.J. POLY HOSE
BED 3
1200' OF 5.00" D.J. POLY HOSE
BED 4
500' OF 2.50" D.J. POLY HOSE
BED 5
400' OF 2.50" D.J. POLY HOSE AND 200' OF 1.75" D.J. POLY HOSE



CUSTOMER APPROVAL					 MANUFACTURING INC.			JOB NO.	PRELIM
APPROVED BY: _____ DATE: _____								SCALE 1:24	DATE
				CHASSIS DATA	TITLE	Pierce Pumper Approval Drawing		DRAWN BY COL	10DEC21
				MAKE	FOR	Spencer Fire Department		CHECKED BY MMF	10DEC21
				PIERCE					
	100CT22	COL	-	MODEL					
REV	DATE	BY	CH	ENFORCER	DWG NO.	04-9919		SHEET SIZE D	SHEET NO. 1 OF 1



QUOTE

13051 Redwater Drive
Chester, VA 23836
(800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO. 37148
CUSTOMER ID
DATE 10/10/2022
EXPIRATION DATE 11/09/2022

Bill To Spencer Fire Department
208 Salisbury Avenue
Spencer North Carolina 28159
United States

Ship To Spencer Fire Department
United States

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Nick Wylie	(336) 244-8691	Michael Lanning	7046376135			Freight Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION
12	DP50-600	DP50-600 / Key Fire Hose / HY-FLOW LDH 5" Lightweight Double Jacket Rubber-lined Attack Hose - MUST BE TREATED 100ft sections
24	DP17-100S	DP17-100S / Key Fire Hose / COMBAT SNIPER HOSE 50ft sections
20	DP25-1000	DP25-1000 / Key Fire Hose / COMBAT READY 2 1/2" Attack Hose-Double Jacket Through-the-Weave Hose priced with Aluminum Couplings- MUST BE TREATED 50ft sections
3	04XD0122	04XD0122 / ELKHART BRASS / 1.5 FNH Chief XD Mid-Range Nozzle 160 GPM 50 PSI
2	04XD0204	04XD0204 / ELKHART BRASS / 2.5 FNH Chief XD High-Range Nozzle 250 GPM 50 PSI
1	V18-BD-12-AC-SP	V18-BD-12-AC-SP / SUPER VAC / 18" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power
1	SO-3285	SO-3285 MSA, Item #10218424, MSA Evolution 6000+ w/ range finder (2) Rechargeable Batteries, Retractable Lanyard, (1) Truck Charger
1	SO-3288	SO-3288 MSA, Item#10160201, MSA 5X LEL, O2, CO, H2S, HCN



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and _____, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$ _____ USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Atlantic Emergency Solutions) within approximately _____ from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the

Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: _____

Customer Name: _____

Quantity	Chassis Type	Body Type	Price per Unit
			\$
			\$
			\$
			\$

Payment Terms: _____

Other Terms: Payment Due upon delivery _____

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Dealer training upon delivery _____

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A complete copy of any and all applicable warranties is attached
hereto and incorporated herein by this reference.)**

SEE SPECIFICATION.