



CITY COUNCIL REGULAR MEETING PACKET

November 3, 2025 @ 7:00pm Heritage Hall in Smith Park

1. Call to Order: Mayor Bill Cook
2. Roll Call: Clerk of Council
3. Invocation:
4. Pledge of Allegiance:
5. Action on Minutes: 10/14/25 Special Budget Meeting and 10/20/25 Regular Meeting
6. Communications: SwimSafe Pool Management Presentation- Attached
 - Karl Weidner
 - JP Hader
7. City Manager Report: Attached
8. Committee Reports: None
9. Comments from Members of the Public: *Comments limited to 5 minutes or less

10. RESOLUTIONS: (NONE)

11. ORDINANCES: (1-Intro; – 1-Action*)

***A. Ordinance 2025-43 (Introduction on 10/20/25. Public Hearing, and Action Tonight)**

AN ORDINANCE AMENDING CHAPTER 1066 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE PURPOSE OF ADDING FEES AND OPERATING PROCEDURES FOR THE COLUMBARIUM

B. Ordinance 2025-44 (Introduction Tonight. Public Hearing, and Action on 11/17/25)

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2026 MEDIC UNIT

12. OTHER BUSINESS:

- Additional City Business:
 - Election Day, November 4, 2025 @ Tecumseh High School
 - City Offices Closed, November 11, 2025, to Observe Veteran's Day
 - Open for Discussion on City Related Business

13. Executive Session:

14. Return to Regular Session:

15. Adjournment:

RECORD OF PROCEEDING

MINUTES: CITY OF NEW CARLISLE, OHIO

SPECIAL/WORK SESSION MEETING @ Fire House on 10/14/25 @ 6:00 pm

1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston 7
Members present
3. **Invocation:** Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:**
6. **Communications:**
7. **City Manager’s Report:**
8. **Committee Reports:**
9. **Comments from Members of the Public** (Comments less than 5 minutes)
 - **Marshall Gorby, Heritage of Flight Committee,** Requesting additional financial support from the city with the Police budget for next year’s festivities. Discussed current costs of police coverage (approximately \$15,000) Any help to cover and/or increase police presence at the festival. Most communities/ cities pay for the police coverage to protect their citizens for festivals, events, and activities. Mr. Hall commented on the benefit of having Sgt. Evans-Fisher this year, she was able to save money and organize the need and use of police support.
 - **Dan Rodewald, 1014 N. Lake Street, NCBSA board,** Requesting more support from the city with the ball fields. 7 acres with 5 ball fields is a lot to manage. New developments and other local organizations struggling the City of New Carlisle participation numbers are going up, last year had 368 kids, estimating closer to 500. Explained current expenses, improvements made last year. Council questioned how much is being requested, and whether the NCBSA board has investigated any possible grants, or additional fundraising. Mr. Hall commented on the great work being done at the ballpark to keep it looking so nice, and expressed possible interest in some commercial and corporate sponsorships, will follow up with Mr. Rodewald
10. **RESOLUTIONS:** (None)
11. **ORDINANCES:** (None)
12. **Other Business:**
 - Additional City Business
 - **Budget Review and Discussion**
 - Mr. Hall explained there have been several meetings to lead up to this budget meeting. Please consider where we are right now going into 2026, and the old saying you have to spend money to make money. Prior to this meeting, we met with the heads of all departments, trying to cut where possible. Will cover Personnel / HR side at the end of this meeting – these people are our most important assets. Mrs. Harris will review all of the budget details and answer questions as needed.
 - Planning – Discussion on additional manpower requested to help with code enforcement and request for service vehicle
 - Parks & Rec Board – Discussion on increasing some of these funds, possibly reducing others
 - General Fund ending balance discussion and concerns
 - Streets – 3-year project – padding the account a bit, in 2027 will be full repair of streets. Continue to evaluate all streets, curb and gutters to see who can get overlay and who needs curbs, etc. Determine high impact street upgrades.
 - Discussion on purchase of new medic and need for additional loan. Next 5 years levy money will pay back the loan. In the next 1 ½ - 2 years need to look at signing for a new custom medic, it takes 2-3 years to receive.
 - Emergency Ambulance Operating – levy is not currently supporting. Need to look to add levy increase to survive. A lot of criticism lately with increasing property taxes – very worrisome if people will pass.
 - Fire truck will come next year. Fire Operating end balance is also a concerning balance.

- Police Levy Balance- need to monitor, new residents' income won't affect these until 2027.
- Ending Water Operating balance – very low. We have the 4th highest water bill in area. Last rate increase was 3 years ago.
- Pool discussion – This is tough to manage, last year at this time it was decided to give it one more year. City is requesting to pause the pool operations for one year for investigation on the best path forward. Tasked April to use 2026 to study our options. Additional discussion on cost, activities behind the scenes. The investigation will allow a better understanding of how the new development property taxes and TIFF monies may help to support the pool, or if they could be used for a down payment towards something better. Concerns expressed that if the pool closes it may never open again, and that new homeowners may regret building in the area. But it can also provide the opportunity for great improvements. Consensus of the council is to adjust the budget to reflect this 'pause' for the pool for 2026.
- Street Lighting – Decorative lights on Main to be changed out, switching to an older lantern style and a little lighter bulb. Looking into possible adding street lighting on West Jefferson and North on 235 as well.
- Main changes being requested:
 - 2 PT members (1 - Admin, 1 – Code enforcement), and purchase of service truck
- Additional wage and Salary adjustment discussions

13. Executive Session: None

14. Adjournment: 1st Lindsey 2nd Eggleston @ 8:41 pm

YES: Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston NAY: 0 **Accepted 7-0**

Mayor Bill Cook

Clerk of Council Christine Stapleton

RECORD OF PROCEEDING

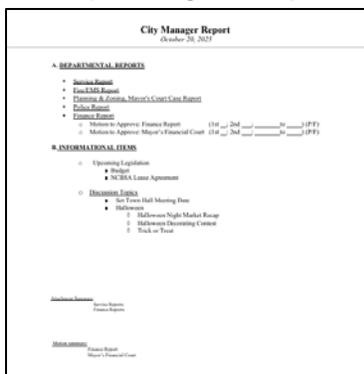
MINUTES: CITY OF NEW CARLISLE, OHIO

REGULAR SESSION MEETING @ Heritage Hall on 10/20/25 @ 6:00 pm

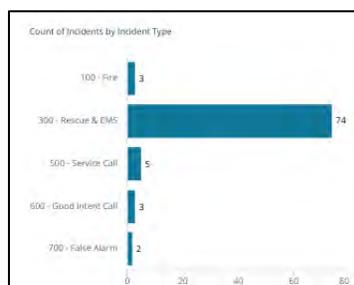
1. **Call to Order:** Mayor Cook calls the meeting to order.
2. **Roll Call:** Stapleton calls the roll – Cook, Grow, Bahun, Shamy, Wright, Lindsey, Eggleston
7 Members present
3. **Invocation:** Chief Trusty
4. **Pledge of Allegiance:** All are welcome to participate
5. **Action on Minutes:**
Action on Regular Session minutes of 10/6/25: 1st: Lindsey, 2nd: Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 **Accepted 7-0**
6. **Communications:**
 - Sasha Rittenhouse, Clark County Commissioner
 - Discussed the .5% sales tax increase that will be on the November ballot. If it passes this will take the sales tax from 7.25% up to 7.75%, currently Clark County gets 1.5% back from the state, and if this passes, we will get 2.0% back. This increase will go towards a new detention center / jail for Clark County. Spoke on personal experience related to the shortage of jail space currently and answered questions from council.
 - Chris Clark, Clark County Sherriff
 - Additional explanation of the need for the new jail / detention center in Clark County. Shared statistics on crime rates in Clark County, and the linkage between shoplifting and theft and the current drug problems in our area. Council had the opportunity to ask additional questions to the Sherriff.
 - Jennifer Hutchinson, Clark County Administrator (*no comment*)
 - Motion to break rules of council to allow for open discussion regarding the city pool. **1st: Lindsey 2nd: Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy Nay: 0 Accepted 7-0**
 - **Missy Carnes, 514 Glenn Ave**, came to the meeting tonight to express love for the pool, and all the many benefits it offers to community and youth
 - **Emily Seymour, 700 Lake Ave**, came to the meeting tonight to express love for the pool, and the many benefits the pool offers, feels it is a necessary investment for the city
 - Mr. Hall explained a little more background to the current state of the pool, discussed conversation from the 2025 budget planning, that it was agreed by council to give the pool one more year (2025) then look to permanently close the pool. What is currently being offered is temporary closure to help avoid permanent closure. 2026 budget talks and plans to tight up the budget.
 - **Emmi Bilbrey, 230 N. Pike St**, Active community person, and want the best for this community. Expressed need for the pool and the benefits it offers to the community, along with concerns about if the pool does close. Would like to have a plan for a new pool before closing the current pool.
 - **Elizabeth Isaakson 217 E. Main St, Medway**, spoke about previous experience with Greene County pool closing. Offered to donate money if that would help. Expressed concern for the youth during the summer if the pool is not available.
 - **Elizabeth Handwerker, 301 N. Medway Carlisle Rd**, spoke about love for the pool and the benefits the pool offers.
 - **Carrie Shriner, 215 Lake**, sounds like a dollar and cents issue – if we are passionate about the pool, what can the community do to help support? Councilman Lindsey spoke about the Parks and Rec Board and the need for volunteers to help in these types of scenarios. Mayor Cook spoke about expenses and current investigation of the pool
 - **James Swearingen, 825 Free Rd**, questioned use of grants and capital campaigns. Expressed concerns about closing the pool, and the impact on the community and schools.
 - **Karrie Shriner, 215 Lake**, spoke additionally about potential grants that appear to be available
 - **Emmi Bilbrey, 230 N. Pike St**, asked questions related to original planning last year at budget time and if any planning took place since then related to the pool.
 - Mayor Cook suggested designating another time to meet with city members to further discuss the pool.

- Mr. Hall discussed the need for social service commission as a top priority when he came on board. Want to do the same thing with the Parks and Rec board to help with these topics. Additional discussion on the cost of running the pool
- Councilwoman Grow – commented on the serious structural issues with the pools current state, these problems can not be fixed over the winter months if something breaks the pool will be closed permanently.
- Mr. Hall spoke about additional need for money towards the EMT, Fire, and Police – we must decide between wants and needs, and the priorities of our citizens
- Rebecca Swearingen, 825 Free Rd**, likes the idea of another meeting for more discussion. Would also like to have further discussion on other enrichment activities that can be offered to our youth during the summer if the pool is not available.
- Mike Lowrey, 816 Plumwood Dr**, Appreciate the city manager and council for this open discussion. Difficult decision to make, but great communication tonight.
- Councilman Lindsey reminded everyone again about the Parks and Rec board, encouraged everyone to fill out an application if they meet the qualifications.
- Morgan Niepsuj, 254 S. Hampton Rd**, Talked about the pool and the importance. Asked additional clarifying questions related to the financials regarding the pool.
- By March 1st a final decision will need to be made to prepare to open the pool up for the 2026 season.
- Motion to re-allocate \$60k funds back to the pool fund until further discussion. **1st Lindsey 2nd Shamy YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 Accepted 7-0**
- Motion to hold annual Town Hall Meeting on November 3rd at 6:00 – this will be used to cover normal meeting topics and open for communication with citizens. **1st Lindsey 2nd Shamy, YES: Wright, Lindsey, Eggleston, Cook, Grow, Bahun, Shamy NAY: 0 Accepted 7-0**

7. City Manager’s Report:



8. Committee Reports:



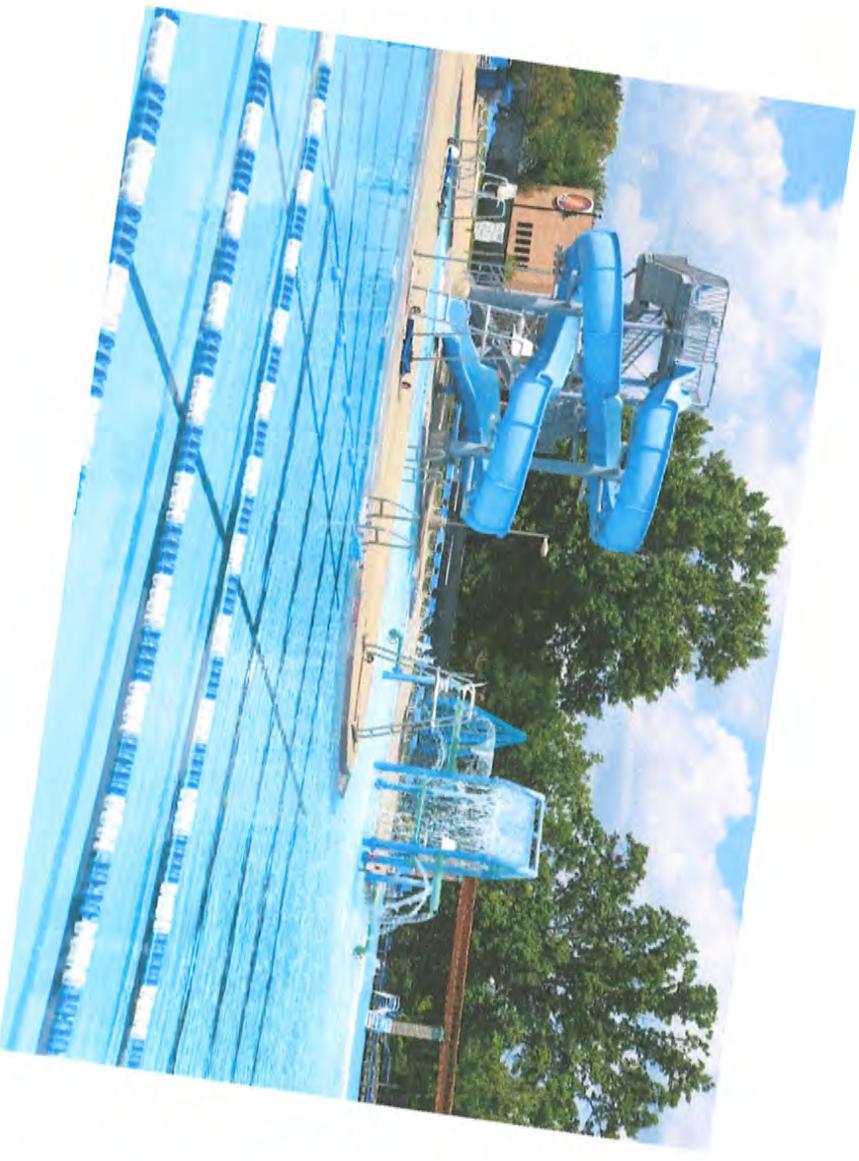
City of New Carlisle Pool Management Presentation



Providing Professional Pool Management Services For Municipal Pools



- Founded in 2005
- Family-owned, serving Cincinnati, Dayton and Columbus metro areas
- Safety is our top priority
- Customized services to meet your needs
- In-house HR/Recruiting, Safety, Training, and Construction/Repair departments operating year-round



SwimSafe's Current Municipal Clients



Dayton

- Tipp City – Tippecanoe Family Aquatic Center
- City of Vandalia – VRC & Cassel Hills
- City of Oakwood – Gardner Pool

Columbus

- Grandview Heights
- City of Bexley
- Plain Twp Aquatic Center

Cincinnati

- Village of Evendale
- City of Montgomery
- City of Sharonville
- City of Springdale
- Village of Greenhills
- City of Wyoming
- City of Covington
- City of Florence
- Village of Woodlawn



Comprehensive Pool Management Services



- Complete pool staffing with lifeguards and pool attendants
- Swimming instructions
- Payroll
- Swim team
- Concessions
- Pool parties
- Tennis court operations



Pool Maintenance Services



- Spring pool opening
- Cleaning pool furniture
- Cleaning bathrooms
- Cleaning pool deck and pool area
- Pool closing and winterization
- Pump room equipment and maintenance
- Available back-up pumps and motors to eliminate downtime
- Cleaning pool
- Cleaning tiles and gutters
- All Bathhouse cleaning supplies and paper products
- Emptying trash
- Water quality maintenance
- All pool chemicals



Construction and Repair



- Pool equipment
- Commercial heaters
- Pool covers
- Lights
- Skimmer housings
- Main drains
- Pool leaks
- Competitive swimming equipment
- Renovations (tile work, resurfacing, painting, pool decks, skimmers, and lighting)



Delivering Professional Services Very Cost-Effectively



- Volume buying saves money on chemicals and repair parts
- Highly efficient management of staff
- Cost-cutting improvements drawn from experience
- Purchase concessions at reduced pricing due to volume buys
- No mark-up on concessions
- Efficient collection of guest fees



A Highly Trained, Professional Staff



- All lifeguards pass the StarGuard Elite or American Red Cross Lifeguard course, and are trained in CPR, First Aid
- Training starts in interview
- In-house certification at no cost to the employee
- Online training modules must be passed before working
- EAP scenario training monthly with EMS
- Complete in-service training modules throughout the summer
- Trained in basic leadership and customer service skills
- Concession workers are trained by ServSafe Certified staff



A Total Commitment to Safety



- Lifeguards are “rescue-ready” at all times
- Supervisory staff visits each facility a minimum of four days per week to evaluate safety operations and customer satisfaction
- Our staff are members of:
 - National Swimming Pool Foundation (NSPF)
 - Association of Pool and Spa Professionals (APSP)
 - Professional Pool Operators of America (PPOA)
- Stay current with the latest safety procedures



We Keep You Up and Running 24/7



- On-call around the clock
- Available back-up pumps and filter systems
- Clock-in system ensures pool is properly staffed at all times
- Innovative hiring practices prevent seasonal shortages
- Maintain a staff of over 1,300 employees



Support Services

- Attend Aquatic Committee Meetings
- Consult on best practices
- Develop capital improvement plan
- Forecast major repairs
- Participate in budgeting process
- Brainstorm solutions to any issue



What our clients say...



"If there was ever any doubt that we selected the right pool management company it was erased immediately. The transition was smooth, and your team has been great to work with through the swim season."

*Michael Blomer, City of Sharonville
Parks and Recreation Director*

"I want to thank you for the excellent relationship you have maintained with Grove City over the past few years. The Big Splash is important to the City of Grove City and your company has been accommodating in providing top-notch services. I do not doubt that you will continue to offer the best services for Grove City."

*Kim Conrad, Director
Grove City Parks and Recreation Department*

"The entire club and facilities were beautifully maintained and always kept clean. Most importantly, the lifeguard staff was well prepared, proactive and responded quickly to any issues. Our concession stand was run efficiently, cutting down significantly on wait time and product shortages that had been a member complaint in the past."

*Andrew Castellini
President
Mt. Lookout Swim Club*

"The cleanliness of the pool was excellent. We are pleased with SwimSafe's performance and appreciate the great initiative your staff takes on our special event days. SwimSafe is definitely a team player."

*Steve Gongola
General Manager
Summit Hills CC*

City Manager Report

November 3, 2025

A. DEPARTMENTAL REPORTS

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Monday, November 17, 2025; Finance, Public Service, Fire/EMS, Police, Planning & Zoning, and Mayor's Court Report.

B. INFORMATIONAL ITEMS

- Upcoming Legislation
 - Supplemental
- Discussion Topics
 - Community Food Drive- Snap Benefits
 - Possible Donation to the City, Work Session Needed - Motion Needed

Attachment Summary:

Motion summary:

ORDINANCE 2025-43

AN ORDINANCE AMENDING CHAPTER 1066 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE, OHIO FOR THE PURPOSE OF ADDING FEES AND OPERATING PROCEDURES FOR THE COLUMBARIUM

WHEREAS, Chapter 1066 of the Codified Ordinances establishes the fees and general operating procedures for the New Carlisle Cemetery; and

WHEREAS, the City recently purchased a columbarium for its cemetery; and

WHEREAS, because the columbarium is not currently addressed in Chapter 1066, that chapter must be amended by adding Section 1066.15 for the purpose of prescribing the fees and operating procedures for the columbarium.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

SECTION 1. Chapter 1066 is amended by adding Section 1066.15, which such section is set forth on the attached Exhibit A.

SECTION 2. All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed.

Passed this _____ day of _____, 2025.

Bill Cook, MAYOR

Christine Stapleton, CLERK

APPROVED AS TO FORM:

Jake Jeffries, Director of Law

_____ Wright	Y	N
_____ Bahun	Y	N
_____ Lindsey	Y	N
_____ Mayor Cook	Y	N
_____ V. Mayor Eggleston	Y	N
_____ Shamy	Y	N
_____ Grow	Y	N

Introduction and First Reading: 10/20/2025
Second Reading and Action: 11/03/2025
Effective Date of Legislation: 11/18/2025

Totals:		
	Pass	Fail

EXHIBIT A

1066.15 COLUMBARIUM.

The following rules and regulations govern the fees, operation and maintenance of the columbarium at the New Carlisle Cemetery:

(a) Any person may purchase a niche in the columbarium. By purchasing a niche, only the right to inter cremains inside the niche is granted. Legal title to the columbarium and its niches remains with the City at all times.

(b) Wreaths, flowers, planters, etc. may be placed on the columbarium base during and immediately following a service for a period of seven (7) days. Following the seven (7) day period, the City may remove and dispose of any items left. Nothing may be placed on, attached to, or otherwise affixed to any part of the columbarium or base other than as provided in these regulations. Notwithstanding anything contained herein to the contrary, the Cemetery Superintendent may remove any items that are dangerous or unsightly at any time.

(c) Only cremains in an approved permanent container may be interred in a niche. The permanent container is an additional expense and not included in the purchase price of the niche.

(d) A maximum of two cremains, which must be in separate containers, will be permitted to be interred in a niche.

(e) Containers for cremains must be appropriately sized to permit use of the niche to the niche's stated capacity.

(f) Each niche will have a faceplate that covers the opening of the niche. The niche faceplate shall contain the identity of the cremains.

(g) All engravings for niche faceplates must be arranged with and approved by the City. To ensure uniformity and an appropriate appearance, the City will determine a standard font for engravings.

(h) The cost of engraving a niche faceplate must be paid in full to the City before the City will order the work to be done. Engraving is an additional expense and not included in the purchase price of the niche.

(i) Other than certain emblems, no engravings other than names, dates of birth and dates of death will be permitted on the niche faceplate. Nicknames may be used as space allows. Engravings will be done by the City contractor only. Emblems will be permitted on niche faceplates according to the approved schedule of emblems provided by the City and as space allows; provided no niche faceplate may contain more than two (2) emblems total.

(j) The cost of replacement niche faceplates or additional engraving shall be according to the rates of the City contractor performing the engraving.

(k) Nothing is permitted to be placed on or attached to niche doors.

(l) All niche purchases must be made through the City.

(m) The purchase of a niche is a final sale and not refundable. Notwithstanding the previous sentence, the City may, at the request of the niche purchaser or his or her family, repurchase an unused niche at the original purchase price minus a fifteen percent (15%) administration fee. Additionally, if there has been an engraving on the niche faceplate, the person selling the niche to the City is responsible for the cost of a replacement faceplate.

(n) If approved by the City, a niche may be transferred, by descent or otherwise, to a relative of the niche purchaser. There is no administration fee for any such transfer.

(o) Other than the repurchase of a niche by the City or transfer to a relative, no other niche transfers are permitted after purchase.

(p) Only human cremains are permitted to be interred in the columbarium.

(q) The Cemetery Superintendent shall keep written record of niche purchases and provide all such information to the Director of Public Service.

(r) The City will be responsible for the general repair and maintenance of the columbarium. The City will not be responsible for loss of or destruction to cremains due to vandalism, acts of nature or any unforeseen circumstances. Any repairs to a niche faceplate will be the responsibility of the niche purchaser or his or her family.

(s) Niche openings and closings may only be performed by City employees. A niche opening and closing on a day other than a non-holiday weekday is an additional expense and not included in the purchase price of the niche.

(t) Niche pricing shall be as set forth in the tables below:

Niche – Presale Prices (Limited to the Initial 20 Niches Sold by the City)	
Single Niche, Resident	\$2,000.00
Single Niche, Nonresident	\$2,500.00
Double Niche, Resident or Nonresident	\$3,700.00

Niche – Standard Prices	
Single Niche, Resident	\$2,500.00
Single Niche, Nonresident	\$3,000.00
Double Niche, Resident or Nonresident	\$3,700.00

Opening and Closing of Niches	Non-Holiday Weekdays	Non-Holiday Saturdays	Sundays or Holidays
Interment	No Additional Charge	\$100.00	\$200.00
Disinterment	\$450.00	\$450.00	\$450.00

ORDINANCE 2025-44

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2026 MEDIC UNIT

WHEREAS, the Fire & EMS Division of the City of New Carlisle is a vital City department and has a direct impact on the safety, health and well-being of the City's residents, businesses and guests; and

WHEREAS, the Fire & EMS Division is in need of a new medic unit (aka an ambulance); and

WHEREAS, the City desires to purchase a new medic unit, specifically a 2026 Medix Model MSVII with a Ford F550 4x4 chassis, from Penn Care, Inc. by way of the attached publicly solicited contract (Contract # 800932) available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program; and

WHEREAS, the purchase price for the new medic unit as stated in the contract is \$306,150.00, but authorizing up to \$330,000.00 for the purchase would be prudent due to possible incidental expenses and/or unforeseen circumstances; and

WHEREAS, the new medic unit is expected to be delivered between February and April 2026; and

WHEREAS, pursuant to Section 125.04 of the Revised Code, the City is exempt from competitive bidding requirements with respect to equipment purchased through the State of Ohio Cooperative Purchasing Program.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS that:

SECTION 1. The City Manager, or the Director of Public Service/Assistant City Manager as the City Manager's designee, is authorized and directed to proceed with acquiring a new 2026 Medix Model MSVII with a Ford F550 4x4 chassis from Penn Care, Inc. by signing the attached purchase contract and any related financial documents necessary to effectuate the purchase.

SECTION 2. The dollar amount for said purchase is not to exceed Three Hundred Thirty Thousand and XX/100 Dollars (\$330,000.00).

Passed this _____ day of _____, 2025.

Bill Cook, MAYOR

Christine Stapleton, CLERK

APPROVED AS TO FORM:

Jake Jeffries, Director of Law

_____ Wright	Y	N
_____ Bahun	Y	N
_____ Lindsey	Y	N
_____ Mayor Cook	Y	N
_____ V. Mayor Eggleston	Y	N
_____ Shamy	Y	N
_____ Grow	Y	N

Totals:		
	Pass	Fail

Introduction and First Reading: 11/03/2025
Second Reading and Action: 11/17/2025
Effective Date of Legislation: 12/02/2025



EMERGENCY VEHICLE PURCHASE AGREEMENT

Effective Date: 9/12/2025

Purchaser:

New Carlisle Fire Department
315 N. Church St.
New Carlisle, OH 45344

Seller:

Penn Care, Inc.
1317 North Road
Niles, OH 44446

1. PURPOSE AND SCOPE

The Purchaser agrees to buy and the Seller agrees to sell the following emergency vehicle(s) under the terms and conditions set forth herein:

- **Quantity: 1**
- **Vehicle Model: Medix MSVII**
- **Chassis Model: Ford F550 4x4**

2. PRICING

Unit Cost:	\$289,528.00
<i>Paint & Graphics to match current Braun:</i>	<i>\$16,622.00</i>

Total Amount Due on Delivery:	\$306,150.00
--------------------------------------	---------------------

**Unit will delivery between Feb-April 2026*

Note: All pricing and incentives related to the chassis are preliminary estimates and are subject to confirmation upon arrival to the manufacturing facility, as priced on state bid.





3. DELIVERY TERMS

The delivery timelines provided by Penn Care, Inc. are estimates only and are not guaranteed. Delivery schedules may be affected by:

- Changes requested by the Purchaser
- Delays from the chassis Original Equipment Manufacturer (OEM)
- Unforeseeable events under the "Force Majeure" clause

5. WARRANTIES

Penn Care, Inc. provides no additional warranties beyond those stated herein. All warranties are issued directly by the chassis manufacturer, ambulance builder, and component suppliers. Penn Care, Inc. assumes no liability for these warranties. Used vehicles are sold "as-is," without any warranties, express or implied.

6. PAYMENT TERMS

1. Invoicing:

- Penn Care, Inc. will issue an invoice 30 days before the expected delivery date.

2. Payment:

- Payment is due upon acceptance and/or delivery of the vehicle(s) unless otherwise agreed in writing.

3. Taxes:

- Sales and Use Taxes (federal, state, or local) are not included in the stated purchase price unless explicitly mentioned. The Purchaser shall assume responsibility for any applicable taxes. Purchaser will produce a certificate of exemption.

4. Payment Methods:

- All payments shall be made in U.S. dollars via certified check or wire transfer. Credit card payments are not accepted without prior written authorization and may incur additional fees.

5. Title Transfer:

- Title and Manufacturer's Statement of Origin (MSO) will be released to the Purchaser only upon full payment, including any accrued interest and additional costs.



8. ORDER CANCELLATION

1. Once engineering begins, the Purchaser shall be liable for the full purchase price.
2. If the Purchaser cancels the order, it reserves the right to recover lost profits and other damages resulting from the cancellation.

9. FORCE MAJEURE

Penn Care, Inc. shall not be held liable for delays or non-performance resulting from events beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., fire, flood, earthquake)
- Government actions or regulations
- War, terrorism, or civil unrest
- Labor strikes or disruptions in supply chains
- Epidemics, pandemics, or national emergencies

10. DEFAULT AND REMEDIES

1. Default:

- The Purchaser shall be considered in default if:
 - The Purchaser fails to fulfill any obligations outlined in this Agreement beyond (10) days after receipt of vehicle with written notice from Penn Care.
 - Penn Care, Inc. reasonably believes the Purchaser is unable or unwilling to meet its obligations.

2. Remedies:

- In the event the of failure, by the purchaser to make payments to Penn Care, in accordance with Section 6 here of:
 - Demand immediate payment of the outstanding balance.
 - Repossess the vehicle(s) through legal means or self-help, provided no unlawful entry occurs.
 - Sell the repossessed vehicle(s) and apply the proceeds toward outstanding obligations.
 - Pursue legal action for any remaining balance or damages.

11. GOVERNING LAW





This Agreement shall be governed by and construed in accordance with the laws of the **State of Ohio**, without regard to its conflict of law principles.

12. INSPECTION AND ACCEPTANCE

1. The Purchaser shall inspect the vehicle(s) within 10 days of being notified of completion and purchaser shall be entitled to inspect the vehicle during its production.
2. If the Purchaser fails to conduct a final inspection within the specified timeframe above, the vehicle(s) will be deemed accepted, and payment will become due.
3. Any issues discovered after the 10-day window will be handled as warranty claims, and such claims shall not delay payment.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or warranties, whether oral or written. Amendments must be made in writing and signed by both parties.

Purchaser:

Signature: _____

Name/Title: _____

Date: _____

