

**AGREEMENT
For the Purchase of:
QUINT FIRE APPARATUS**

THIS AGREEMENT dated the 28th day of April, 2026 by and between the Board of Commissioners of Fire District No. 1, in the Township of Deptford, County of Gloucester, New Jersey (“Seller”), party of the first part, and Township of West Orange, New Jersey (“Buyer”), party of the second part, hereinafter called the BUYER or OWNER (hereinafter the “Contract”).

The SELLER and BUYER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

The SELLER shall provide for the BUYER’S purchase of One (1) 2006 SEAGRAVE 75’ MEANSTICK QUINT FIRE APPARATUS (55K MILES, DETROIT 60 SERIES w/ALLISON TRANSMISSION, 1500 GPM WATEROUS PUMPO, 500-GALLON TANK) (the “Vehicle”).

ARTICLE 2. CONTRACT DELIVERY

2.1 The Vehicle shall be available for pickup by the BUYER, and picked up by the BUYER, within ten (10) days of the execution of this Contract, at the following location: Fire Administration Building, 1370 Delsea Drive, Deptford, New Jersey 08096. The date on which BUYER picks up the Vehicle shall be referred to as the Delivery Date.

ARTICLE 3. CONTRACT NOTICES

3.1 Notices to the SELLER shall be made to Michael White, Chairman of the Board of Fire Commissioners of SELLER. Notices to the BUYER shall be made to Anthony A. Vecchio, Fire Chief of the Fire Department of BUYER.

ARTICLE 4. CONTRACT PRICE

4.1 The sale price shall be Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (“Contract Price”), payable from BUYER to SELLER.

4.2 Payment of the Contract Price shall be made within twenty (20) days of the Effective Date, as defined in Paragraph 4.3 below.

4.3 Payments will be made to the BUYER upon the Effective Date, which is as the later of the following: (i) the Delivery Date; or (ii) the date upon which SELLER delivers to BUYER written proof of all current pump and ladder tests including a current non-destructive test for the aerial, such tests being a condition precedent for the Contract to be effective.

ARTICLE 5. DEFAULT

5.1 In the event that BUYER defaults under this Contract, SELLER shall be entitled to be reimbursed for any and all expenses, including reasonable attorneys fees, caused by the Default, including time spent in the drafting of Contract documents, sale negotiations and actions necessary as a result of such Default.

5.2 In the event SELLER defaults under the Contract, BUYER shall be entitled to be reimbursed for any and all expenses, including reasonable attorneys fees, caused by the Default, including time spent in the drafting of Contract documents, sale negotiations and actions necessary as a result of such Default. BUYER shall not be entitled to any lost profits or other damages in anticipation of performing the Contract.

ARTICLE 6. BUYER'S REPRESENTATIONS

BUYER makes the following representations:

6.1 BUYER has obtained the necessary municipal approvals for purchase of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such sale.

6.2 BUYER acknowledges that, except as provided in Paragraph 4.3 above, BUYER acknowledges that it is acquiring the Vehicle **“AS IS”, “WHERE IS”, and “WITH ALL FAULTS,” and THAT there are no warranties of merchantability or fitness or suitability of the Vehicle and its accessories for any particular purpose.”**

6.3 BUYER acknowledges that it has the obligation to register the Vehicle with the New Jersey Department of Motor Vehicles, and pay any applicable fees or taxes to New Jersey. Additionally, BUYER affirmatively represents that it has obtained liability insurance for the Vehicle on or prior to the Delivery Date and that, by taking possession of the Vehicle, represents that SELLER no longer has a legal or insurable interest in the Vehicle. BUYER also acknowledges that, as of the Delivery Date, it is solely responsible for any liability to third parties with respect to the Vehicle which may occur at or after the time the Vehicle entered into BUYER’S possession.

ARTICLE 7. SELLER’S REPRESENTATIONS

SELLER makes the following representations:

7.1 SELLER has obtained the necessary municipal approvals for sale of the Vehicle, including passage of any and all necessary resolutions for the effectuation of such sale.

7.2 SELLER represents that SELLER currently is the lawful owner of the Vehicle and has the authority to sell it free and clear from all encumbrances whatsoever. SELLER does hereby covenant and agree that it shall take all necessary actions to give BUYER possession of the Vehicle and (ii) execute and deliver such further instruments of conveyance, transfer and assignment as BUYER may reasonably request in order to effectively convey and transfer the Vehicle to BUYER, to confirm the title thereof to BUYER, and to assist BUYER in exercising its rights with respect thereto, subject to BUYER'S payment obligation above.

7.3 SELLER represents that the title to the vehicle is not encumbered or subject to liens or loans, and that any such encumbrance shall be discharged prior to delivery of the Vehicle and proof of same provided to BUYER.

7.4 SELLER represents that the odometer has not been rolled back or cycled, and that to the best of SELLER'S knowledge, the odometer reading of approximately 55,000 set forth in the Bill of Sale is accurate.

ARTICLE 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

8.2 The SELLER and BUYER each binds itself, its successors, assigns and legal representatives to the other party hereto, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the

TOWNSHIP OF WEST ORANGE

MICHAEL WHITE, CHAIRMAN,
DEPTFORD FIRE DISTRICT NO. 1
BOARD OF FIRE COMMISSIONERS

BY: _____

TITLE: _____

April 28, 2026

April 28, 2026