

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-325-8094 FORM NO. 30045

Resolution No.

2025-10

Passed

August 11

, 20

25

VILLAGE OF WESTON, WOOD COUNTY, OHIO
RESOLUTION NO. 2025-10

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMERGENCY VEHICLE PURCHASE AGREEMENT WITH PENN CARE, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Weston (Village) is a statutory municipality located in Wood County, Ohio, with powers of local self-government pursuant to Ohio Constitution Article XVIII, section 3, and

WHEREAS, the Village of Weston seeks to secure a new ambulance to support the operations of Weston EMS; and

WHEREAS, Penn Care, Inc. has a gasoline-engine stock unit Medix MSV-II Type 1 Ambulance on a Ford F-550 XLT 4x4 chassis scheduled for delivery in July 2026; and

WHEREAS, executing the purchase agreement at this time will hold the unit for the Village, securing the production slot and current pricing, with no down payment required and no financial obligation incurred until delivery; and

WHEREAS, the agreement may be canceled without penalty up to one month prior to delivery, and cancellation within 30 days of delivery would incur only a 10% cancellation fee; and

WHEREAS, entering into the agreement at this time provides a cost-effective and timely opportunity to secure a critical vehicle for emergency services without immediate financial commitment;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WESTON, WOOD COUNTY, OHIO:

Section 1: That the Mayor is hereby authorized to execute the Emergency Vehicle Purchase Agreement with Penn Care, Inc., for the purpose of holding one (1) Medix MSV-II Type 1 ambulance on a Ford F-550 XLT 4x4 gasoline chassis for future delivery to the Village.

Section 2: That the Council acknowledges this agreement does not commit the Village to any financial obligation at this time and may be canceled without penalty if notice is given at least one (1) month prior to the scheduled delivery.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that results in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village, and to ensure timely reservation of the emergency vehicle. Therefore, this Resolution shall take effect and be in force immediately upon its passage.

Vote on emergency: 5 Ayes 0 Nays 0 Abstain

Vote on passage: 5 Ayes 0 Nays 0 Abstain

Passed this 11th day of August, 2025.

President of Council

Attest:

Fiscal Officer

Approved:

Mayor

CERTIFICATION

I HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE VILLAGE OF WESTON RESOLUTION NUMBER 2025-10, AND THAT THERE IS NO NEWSPAPER PUBLISHED IN THE VILLAGE OF WESTON, AND THAT PUBLICATION OF THIS RESOLUTION WAS MADE BY POSTING IT AT THE FIVE PUBLIC PLACES DESIGNATED BY ORDINANCE 2023-1 ON 8/12/2025.

CLERK, VILLAGE OF WESTON

EMERGENCY VEHICLE PURCHASE AGREEMENT

Effective Date: July 18, 2025

Purchaser:

Weston EMS
Jamie Schroeder
20761 Taylor Street
Weston, Ohio 43569

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:** One (1)
- **Vehicle Model:** Medix MSV-II, Type 1
- **Chassis Model:** Ford F-550 XLT 4x4 DRW, Gasoline engine

The specifications, technical drawings, graphic designs, and any other required documents are incorporated by reference and form part of this Agreement. Any changes, additions, or deletions to the specifications must be agreed to in writing by both parties, and may result in delays or additional charges.

2. PRICING

Description	Amount (USD)
Ambulance Conversion	\$185,460.00
Chassis (Estimate Only)	\$78,828.00
Graphics	\$0.00
Additional Equipment	\$0.00
Tax	\$0.00
FIN Rebate (Estimate Only)	\$0.00
Total Amount Due at Delivery	\$264,288.00



Note: All pricing and incentives related to the chassis are preliminary estimates and are subject to confirmation upon arrival at the manufacturing facility.

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

4. TRADE-IN TERMS

If the Purchaser opts to trade in a used vehicle as part of the consideration:

- The trade-in vehicle will be appraised at the time of the order.
- Penn Care, Inc. reserves the right to reappraise the trade-in at delivery if there is:
 - A decrease in value beyond normal wear and tear
 - A change in mechanical performance
 - Removal of equipment without prior written agreement
 - Misrepresentation of the vehicle's condition or equipment

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.



4. **Payment Methods:**

- o 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. **Interest:**

- o Interest will accrue at the rate of prime + 2% starting 16 days after delivery if payment has not been made in full.

6. **Title Transfer:**

- o 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.

7. **SECURITY INTEREST**

The Purchaser grants Penn Care, Inc. a security interest in the purchased vehicle(s) as collateral for the purchase price. This security interest extends to all components, modifications, and proceeds, including insurance payouts. This constitutes a **Purchase Money Security Interest** under the Ohio Uniform Commercial Code.

8. **ORDER CANCELLATION**

1. Penn Care, Inc. may cancel the order at its sole discretion without liability.
2. Once engineering begins, the Purchaser shall be liable for the full purchase price.
3. 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:**

- o The Purchaser shall be considered in default if:
 - The Purchaser fails to fulfill any obligations outlined in this Agreement.



- Penn Care, Inc. reasonably believes the Purchaser is unable or unwilling to meet its obligations.

2. Remedies:

- In the event of default, Penn Care, Inc. may:
 - 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.

3. Attorney's Fees:

- The Purchaser shall be responsible for all reasonable costs associated with enforcing this Agreement, including attorney's fees, court costs, and repossession expenses.

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.
2. If the Purchaser fails to conduct an inspection within the specified timeframe, 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: Mayor

Date: 8-11-25