

STATE OF NORTH CAROLINA)
)
WAKE COUNTY)

FIRE PROTECTION SERVICES AGREEMENT

THIS FIRE PROTECTION SERVICES AGREEMENT (this "Agreement"), is made this the 15 day of May, 2002, by and between APEX VOLUNTEER FIRE DEPARTMENT - RURAL SERVICES, INC., a North Carolina non-profit corporation (the "AVFD"), and THE TOWN OF APEX, a North Carolina municipal corporation located in Wake County, North Carolina (the "Town") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the AVFD provides fire prevention services, fire suppression services, fire protection services, medical first response services, and related emergency response services (the "Services") within a certain geographic area in Wake County, North Carolina; and

WHEREAS, the AVFD owns and maintains certain assets, including fire equipment, fire apparatus, fire vehicles and other real and personal property, which it uses in the provision of Services; and

WHEREAS, the Town, by and through its Fire Department, provides the Services within a certain geographic area in Wake County, North Carolina, pursuant to Chapter 160A, Article 14, of the North Carolina General Statutes; and

WHEREAS, the current and projected development of the Town and surrounding areas has and will continue to place increased demands and responsibilities on the AVFD and the Town in connection with the provision of Services to the Apex Fire District and the Hipex Fire District; and

WHEREAS, the AVFD and the Town have had a long and mutually beneficial relationship, and the Town recognizes the benefit to the Town and the surrounding areas of the meritorious volunteer service the AVFD has provided for many years, and the AVFD recognizes the benefit to the community and itself of the Town's financial support of the AVFD for many years; and

WHEREAS, in order to provide for (i) the continued outstanding and efficient provision of Services to the citizens of the Town and the Hipex Fire District and to the property located therein through the synergies to be effected by this Agreement, (ii) the relief of administrative duties from volunteer firefighters and the lowering of administrative costs, and (iii) the continued well-being of the volunteer and paid firefighters, the AVFD and the Town have agreed to the following terms to provide for the Services, including the necessary funding, manpower, equipment, apparatus, facilities and administrative services for the provision of such Services.

NOW, THEREFORE, in consideration of the mutual benefits to the Parties and the residents and property located within the Town of Apex and the Hipex Fire District, and in consideration of the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall be twenty (20) years from the date of execution hereof (the "Term"). Provided, however, that this Agreement may be renewed for successive renewal terms of five (5) years each upon mutual written agreement of the Parties executed prior to expiration of the Term or then-current renewal term.

2. TRANSFER AND CONVEYANCE OF PROPERTY. No later than sixty (60) days after the date of execution of this Agreement, the AVFD shall take all steps necessary to transfer and convey to the Town (subject to the Town's prior inspection and written acceptance thereof) title to and all rights of ownership, possession, control and use of the assets, equipment, apparatus, vehicles and other real and personal property listed in Attachment A hereto, which is incorporated by reference as if fully set forth herein. Upon the Town's written acceptance thereof, the Town shall assume all debts, encumbrances and obligations listed in Paragraph 8.A. of this Agreement relating to the assets, equipment, apparatus, vehicles and other real and personal property listed in Attachment A hereto. The AVFD shall execute and deliver to the Town on or before the applicable deadline all instruments and other documents necessary to comply with the requirements of this Paragraph 2, including but not limited to bills of sale, instruments of assignment, warranties, and affidavits of title.

The Town shall accept the items listed in Attachment A on an "as is" basis, and the AVFD makes no representations or warranties as to the condition of such items, except as provided in Paragraph 8 of this Agreement. Provided, however, that nothing in this Paragraph 2 is intended to, nor may it be construed as, abrogating or affecting in any way any representations or warranties by or from any third-party relating in any way to any of the items listed in Attachment A, including but not limited to any manufacturer's or dealer's warranty.

The transfer and conveyance of the items listed in Attachment A may implicate the Bulk Sales Act of the Uniform Commercial Code, as codified in the North Carolina General Statutes (the "Act"). However, the Parties agree that compliance with any applicable requirements of the Act shall be waived by satisfactory indemnification of the Town by the AVFD against any liabilities, claims or losses sustained or incurred by the Town as a result of any noncompliance therewith, in accordance with Paragraph 9 of this Agreement. The AVFD shall execute and deliver to the Town on or before the applicable deadline an affidavit of waiver of the requirements of the Act.

Except as expressly provided otherwise in this Agreement, the AVFD shall retain, be responsible for and pay or otherwise discharge: (i) all liabilities and obligations attributable to the AVFD's operations as of the deadline referenced in this Paragraph 2, whether known, unknown, contingent or otherwise, and whether or not disclosed to the Town or set forth in the AVFD's financial statements, books or other records; and (ii) all claims, losses, damages, expenses, costs, obligations, liabilities and commitments arising out of or relating in any such liabilities and obligations, including but not limited to any liabilities or obligations pursuant to the Act. The AVFD shall be responsible for and shall pay or otherwise discharge all applicable transfer taxes, sales taxes, property taxes and all other taxes, due or to become due because of any of the transactions contemplated hereby.

3. PROVISION OF SERVICES. The Town, by and through its Fire Department with the assistance of the eligible volunteer members of the Town's Fire Department (including but not limited to all eligible volunteers from the current membership of the AVFD), shall provide Services

to the Apex Fire District and the Hipex Fire District. The Town shall dispatch all available and appropriate apparatus, equipment and manpower to provide Services in response to fire calls and first responder calls within the Apex Fire District and the Hipex Fire District. The Town also may dispatch apparatus, equipment and personnel to respond to calls coming from outside the Apex Fire District and the Hipex Fire District pursuant to mutual aid agreements with Wake County or other agencies, departments or local governments.

The Town's Fire Department shall be the department of record for the Apex Fire District and the Hipex Fire District. Under G.S. § 160A-293, the Town shall contract with Wake County to provide services to the Hipex Fire District with the assistance of the eligible volunteer members of the Town's Fire Department.

The Parties' present intent is to provide a level of services equal to or better than the level of services currently provided in the Hipex Fire District. The Parties recognize and acknowledge that this statement of present intent is not binding or legally enforceable as a matter of law. The Parties further recognize and acknowledge that this statement of present intent is not intended to, nor may it be construed as, creating any contractual or other legal rights for the Parties, their officers, directors, shareholders, principals, employees, managers, insurers, attorneys, agents and representatives, or for any third-party.

The Town's Fire Chief and the AVFD's President shall meet regularly (and in any event not less than once per month) to provide the AVFD with an opportunity to make any recommendations concerning any aspect of the Town's provision of the Services to the Apex Fire District and the Hipex Fire District.

Nothing in this Agreement is intended to waive or abrogate, nor shall it be construed as waiving or abrogating, in any way the immunities under G.S. § 160A-293(b).

4. BUDGET AND FUNDS.

Subject to and in accordance with its duties and responsibilities as a municipal corporation and to the public, and in accordance with the Town's budget, policies, procedures and applicable law, the Town shall receive, allocate, collect, invest and disburse for the provision of the Services a sufficient amount of funds to cover the cost of providing the Services to the residents and property located within the Apex Fire District and the Hipex Fire District, including but not limited to sufficient funds to cover contingencies, building and equipment maintenance and operating costs, training, public fire education, pre-incident surveys, fire inspections, First Responder program, and hydrant maintenance for the Town's Fire Department.

The monies payable by Wake County pursuant to any contract to subsidize the provision of the Services to the Hipex Fire District (including but not limited to applicable fire tax revenues) shall be paid to and controlled by the Town. The Town shall allocate and spend such monies in accordance with any mandates or restrictions imposed by Wake County or North Carolina law, and the Town may use such monies jointly with its own funds to maximize efficiencies, cost savings and economies of scale in the provision of fire protection services.

Except for fundraiser funds or where otherwise specified herein, the Town shall be solely responsible for supplying the funds (through its own funds and those received from the County) for the operations of the Town's Fire Department, including but not limited to the First Responder Program. The AVFD shall continue its non-profit tax exempt corporate status, and may continue to hold fundraising events or activities and solicit contributions, the proceeds of which shall be administered by the AVFD in its discretion subject to the provisions of its Charter and all applicable provisions of Federal, State and local law.

Subject to and in accordance with its duties and responsibilities as a municipal corporation and to the public, the Town agrees to appropriate and provide for the benefit of the eligible volunteer members of the Town's Fire Department, including but not limited to all eligible volunteers from the ranks of the AVFD, sufficient funds to train and safely equip the volunteers and to provide the benefits to eligible volunteer members reflected in Attachment B hereto, which is incorporated by reference as if fully set forth herein.

The Town's present intent is to budget and provide a level of funding to the Town's Fire Department such that the Town provides funding for Services provided to the Apex Fire District in an amount generally proportional to the funding provided by Wake County for Services provided to the Hipex Fire District. The Parties recognize and acknowledge that this statement of present intent is not binding or legally enforceable as a matter of law. The Parties further recognize and acknowledge that this statement of present intent is not intended to, nor may it be construed as, creating any contractual or other legal rights for the Parties, their officers, directors, shareholders, principals, employees, managers, insurers, attorneys, agents and representatives, or for any third-party.

5. TOWN FIRE DEPARTMENT VOLUNTEERS.

A. General.

It is the intent of the Parties that volunteers will continue to be a vital and significant element of the Town's Fire Department, as well as a vital and significant element in the provision of fire protection services to the Town and the Hipex Fire District. A list of the members of the AVFD's volunteer roster as of the effective date of this Agreement is attached hereto as Attachment C. All persons listed in Attachment C shall be eligible to serve as volunteers for the Town's Fire Department during the Term of this Agreement; provided, however, that volunteer members of the Town's Fire Department shall be eligible to participate in the provision of Services and otherwise actively participate in the operations and activities of the Town's Fire Department only so long as they (i) meet or exceed the minimum performance and benefits-eligibility criteria referenced in Paragraph 6 of this Agreement, (ii) comply with the requirements of this Paragraph 5.A., and (iii) otherwise remain in good standing with the Town's Fire Department. All such volunteer members of the Town's Fire Department shall be designated as "active" status; all other volunteer members of the Town's Fire Department shall be designated as "inactive" status.

All volunteer members of the Town's Fire Department shall be bona fide volunteers within the meaning of that phrase under the FLSA. Nothing in this Agreement shall constitute volunteer members of the Town's Fire Department as employees of the Town, nor establish any fiduciary duty

of any kind owed by the Town to any volunteer member of the Town's Fire Department, for any purpose whatsoever.

Each prospective volunteer member of the Town's Fire Department shall provide the Town with (i) his or her full legal name, address and telephone number, (ii) a valid North Carolina driver's license (or some other equivalent, acceptable form of valid picture identification), and (iii) a written consent form authorizing the Town to obtain a State of North Carolina criminal history check through the DCI. Any person who fails to comply with any of these requirements shall be ineligible to be a volunteer member of the Town's Fire Department. In addition, any person who has been or who is convicted of a felony -- or any criminal offense (other than a minor traffic offense) that, in the sole discretion of the Town's Fire Chief, adversely reflects on that person's honesty, trustworthiness or ability to serve as a firefighter -- shall be ineligible to be a volunteer member of the Town's Fire Department.

Volunteer members of the Town's Fire Department in "active" status shall be eligible to serve as officers of the Town's Fire Department, in accordance with the Town's policies and procedures for selecting such officers.

The Town will allocate sufficient funds to ensure that the eligible volunteer members of the Town's Fire Department in "active" status will have all appropriate and necessary apparatus, equipment, gear and uniforms for use in the provision of the Services. The Town shall select, purchase and provide uniforms for volunteer members of the Town's Fire Department in active status in accordance with the AVFD's reasonable recommendations.

B. Benefits Eligibility.

All volunteer members of the Town's Fire Department in good standing who meet or exceed the minimum performance and benefits-eligibility criteria referenced in Paragraph 6 of this Agreement shall be eligible to receive the benefits listed in Attachment B hereto.

6. FIRE ADVISORY BOARD. The Town shall create by ordinance and maintain a "Fire Advisory Board" (the "Board"), which may formulate and make recommendations to the Town's Fire Chief, the Town Manager and/or the Town's Board of Commissioners on matters of administration, policy and operations concerning the Town's Fire Department, including but not limited to recommendations to the Town Manager concerning selection of any new Fire Chief for the Town's Fire Department.

At a minimum, the Board shall formulate and, from time to time as necessary, review and recommend revisions to (i) the minimum performance and benefits-eligibility criteria for the volunteer members of the Town's Fire Department (which criteria shall be and hereby are incorporated in this Agreement by reference as if fully set forth herein), and (ii) the policies and procedures governing selection of officers of the Town's Fire Department. All such recommendations shall be subject to the review and approval of the Town's Board of Commissioners.

The Board shall have six (6) members, comprised of an equivalent number of employees and volunteer members of the Town's Fire Department, and shall be governed by policies and procedures

as determined by a 5/6 supermajority of the charter membership of the Board; provided, however, that the ordinance creating the Board shall specify that the membership and supermajority requirements listed in this Paragraph 6 may only be modified by an ordinance duly adopted by the Town's Board of Commissioners. The Town's Fire Chief shall nominate three (3) of the charter members of the Board, and the AVFD's President shall nominate the other three (3) of the charter members of the Board, and those persons shall be appointed to the Board by the Town's Board of Commissioners.

The membership of the Town Fire Department's "Firemen's Relief Fund Board" shall be selected from among the then-current membership of the Board.

The Board shall be a "public body" within the meaning of that term under G.S. § 143-318.10(b), and shall comply with the applicable requirements of Chapter 143, Article 33C of the North Carolina General Statutes.

7. RECOGNITION OF AVFD HISTORY. In recognition and acknowledgement of the long and meritorious service provided to the Apex Fire District and the Hipex Fire District by the AVFD, the Town's Fire Department shall be known as the "Apex Fire Department," and the department's vehicles, uniforms, equipment, apparatus and other property, where appropriate, shall bear and reflect said name (or a derivation or variation thereof).

As a further means of recognizing and acknowledging the AVFD's long and meritorious service as noted above:

A. The Town's present intent is to continue to use the AVFD's former "Fire Station No.1" for the provision of Services after the AVFD transfers that property to the Town pursuant to this Agreement for a period of at least ten (10) years from the date of execution of this Agreement. The Parties recognize and acknowledge that this statement of present intent is not binding or legally enforceable as a matter of law. The Parties further recognize and acknowledge that this statement of present intent is not intended to, nor may it be construed as, creating any contractual or other legal rights for the Parties, their officers, directors, shareholders, principals, employees, managers, insurers, attorneys, agents and representatives, or for any third-party.

B. Eligible volunteer members of the Town's Fire Department shall be invited to attend the Town's employee recognition events, including but not limited to the Town's annual holiday events.

C. Present and future fire stations and fire trucks owned and operated by the Town's Fire Department will contain suitable and reasonable means (e.g., plaques, photographs, newspaper clippings, other memorabilia or other appropriate methods) of recognizing and memorializing the AVFD's contributions to the Apex Fire District and Hipex Fire District, in the sole discretion of the Town.

8. REPRESENTATIONS AND WARRANTIES; DUE DILIGENCE PERIOD.

A. The AVFD represents and warrants that it is the owner of, and has good and marketable title to, all of the items listed in Attachment A hereto, and that the AVFD has authority to

transfer and convey to the Town title to and all rights of ownership, possession, control and use of all such items pursuant to this Agreement. The AVFD further represents and warrants that all items listed in Attachment A hereto are free and clear from all debts, obligations and other encumbrances as of the date of execution of this Agreement, except as follows (may be attached as separate sheet(s) with the same format):

| <u>Description</u> | <u>Creditor/Obligee</u> | <u>Amount</u> | <u>Terms</u> |
|--------------------|-------------------------|---------------|--------------|
|--------------------|-------------------------|---------------|--------------|

1. [See Attachment D hereto, which is incorporated by reference as if fully set forth herein.]

B. The AVFD represents and warrants that it is not in default, arrears or otherwise in violation of any of the terms or conditions of any of the debts, obligations and encumbrances listed in Paragraph 8.A. of this Agreement, and the AVFD further represents and warrants that it has no knowledge of any such default, arrearage or other violations.

C. Except as expressly listed in Paragraph 8.A. of this Agreement, the AVFD represents and warrants that there are no judgments, liens, actions or proceedings absolute or contingent, pending against the AVFD or any of the items listed in Attachment A hereto, and the AVFD further represents and warrants that it has no knowledge of any such judgments, liens, actions or proceedings.

D. The AVFD represents and warrants that there are no violations of law, claims, causes of action or lawsuits of any kind pending or threatened against the AVFD or its agents or employees which have arisen or which may arise at any time, and the AVFD further represents and warrants that it has no knowledge of any such violations of law, claims, causes of action or lawsuits of any kind.

E. The AVFD represents and warrants that it has paid all applicable social security withholdings, income, sales, unemployment taxes, worker's compensation insurance, property and all other forms of taxes required under Federal, State and local law, and the AVFD further represents and warrants that all applicable payroll taxes have been withhold and properly deposited.

F. The Town shall have a due diligence period of forty-five (45) days after the date of execution of this Agreement to: (i) review the representations and warranties of the AVFD in this Paragraph 8 and the attachments to this Agreement, (ii) inspect the financial records and other documentation of the AVFD, and (iii) inspect the items listed in Attachment A hereto. At any time before 11:59 p.m. of the last day of such inspection period the Town can terminate this Agreement in its sole discretion by mailing or otherwise providing written notice thereof to the AVFD, c/o President Brian Yates, Post Office Box 336, Apex, North Carolina 27502.

9. INDEMNIFICATION. To the maximum extent permitted by law, the AVFD and its successors and assigns agree to and shall indemnify and hold the Town, its officials (elected and appointed), commissioners, council members, employees, managers, insurers, attorneys, agents, representatives, successors and assigns, jointly and severally, harmless from and against any and all threatened and actual claims, suits, demands, causes of action, actions, judgments, damages, liability,

losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, attorneys' fees and expenses) arising out of or relating (or alleged to arise out of or relate) in any way to this Agreement, including but not limited to any claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, attorneys' fees and expenses) for alleged negligence, gross negligence, personal injury, bodily harm, property damage, violations of the Act, or any other form of damages arising out of or relating (or alleged to arise out of or relate) in any way to the AVFD's alleged actions or omissions in connection with this Agreement. Provided, however, that this Paragraph 9 shall not apply to any claims for personal injury or property damage arising out of (or alleged to arise out of) provision of the Services pursuant to this Agreement. The obligations set forth in this Paragraph 9 shall survive the expiration or termination of this Agreement for any reason.

10. PRIOR AGREEMENTS; MODIFICATION AND AMENDMENT. The terms and provisions contained herein, together with the attachments hereto, constitute the entire agreement and understanding of the Parties, and shall supersede all previous communications, statements, negotiations, representations, promises, understandings, contracts or agreements, oral or written, with respect to the subject matter hereof. This Agreement may be modified or amended only by a written instrument duly executed by both Parties.

11. TERMINATION. This Agreement shall terminate by its own terms at 11:59 p.m. on May 15, 2022, unless renewed before then pursuant to Paragraph 1 of this Agreement. Upon the default by either party of any term or condition in this Agreement (and if such default is not cured within sixty (60) days after receipt of written notice thereof), this Agreement may be terminated immediately by the non-defaulting party by mailing or otherwise providing written notice thereof to the defaulting party. This Agreement also may be terminated by the Town under the due diligence provisions in Paragraph 8.F. of this Agreement, or upon written notice to the AVFD if the Town ceases to operate a municipal fire department or otherwise provide the Services to the Apex Fire District and the Hipex Fire District. Provided, however, that the provisions of Paragraphs 2, 8-10, 13 and 15-18, inclusive, shall survive the expiration or termination of this Agreement for any reason.

12. TOWN REVIEW AND APPROVAL. The Town's Board of Commissioners shall review this Agreement and by resolution adopt this Agreement to remain in full force and effect until modified or terminated as herein provided.

13. GOVERNING LAW. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

14. CONTACT INFORMATION. All communications and notices hereunder shall be in writing and shall be (i) delivered by hand, (ii) sent prepaid by overnight delivery, or (iii) sent by the United States Postal Service, postage prepaid, certified mail, return receipt requested, to the addresses designated below, or to such other address(es) as either party hereto may hereafter designate in writing from time to time:

To the AVFD:

Apex Volunteer Fire Department – Rural Services, Inc.
ATTN.: President
Post Office Box 336
Apex, North Carolina 27502

To the Town:

Town of Apex
ATTN.: Town Manager
73 Hunter Street
Post Office Box 250
Apex, North Carolina 27502

With a copy to:

Town of Apex
ATTN.: Town Attorney
73 Hunter Street
Post Office Box 250
Apex, North Carolina 27502

and

Town of Apex
ATTN.: Fire Chief
73 Hunter Street
Post Office Box 250
Apex, North Carolina 27502

15. WAIVER. The waiver by either of the Parties of any breach or violation of any terms or provisions of this Agreement by any other party hereto shall not operate as a waiver of any other breach or violation.

16. SEVERABILITY. The provisions of this Agreement are hereby deemed by the Parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions hereof.

17. INDEPENDENT ENTITIES. The relationship between the Town and the AVFD is solely that of contracting parties, and nothing in this Agreement shall constitute the AVFD as the agent, employee or legal representative of the Town, or establish any fiduciary relationship of any kind, for any purpose whatsoever; nor shall the AVFD hold itself out as such. The AVFD shall have no authority to bind or commit the Town in any manner or for any purpose but rather shall act and conduct itself in all respects as an independent entity. This Agreement creates no relationship of agency, joint venturers, partners or associates between the Parties, and all parties hereto agree that they are acting as principals.

18. SUCCESSORS AND ASSIGNS. The rights, duties, and obligations of the Parties under this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns. Neither this Agreement nor the respective rights, duties, obligations and responsibilities of the AVFD under this Agreement may be assigned or transferred, in whole or in part, including without limitation by operation of law or by merger of the AVFD, by the AVFD to any other person, firm or organization (including any sub-agents thereof) without the prior written consent of the Town.

19. Nothing in this Agreement shall create a contractual relationship with or create a benefit or cause of action in favor of any third party against a party hereto, and no third party shall be entitled to rely upon or enforce this Agreement or to be a third party beneficiary thereof.

20. The rights and remedies stated in this Agreement are not exclusive. The Parties, in the event of a breach of this Agreement or any other dispute, are entitled to pursue any of the remedies provided in this Agreement or any other remedies available under North Carolina law. The Parties expressly acknowledge that the remedy of specific performance shall be an appropriate remedy to enforce the provisions of this Agreement. The Parties also acknowledge that any material breach of this Agreement will result in immediate and irreparable injury to the non-breaching party, and therefore the non-breaching party shall be entitled, without limitation of remedy, to an injunction or other equitable relief restraining the breaching Party from any continuing violation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the AVFD and attested by its Corporate Secretary and duly notarized in accordance with its "Constitution and By Laws." The Town has caused this Agreement to be executed in its name by the Mayor and attested by the Town Clerk, all authorized by the Town's Board of Commissioners effective the day and year first above written.

**APEX VOLUNTEER FIRE DEPARTMENT -
RURAL SERVICES, INC.**

By:  [SEAL]
Brian Yates, President

ATTEST:

By: 
Alecia Gamble, Corporate Secretary

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

TOWN OF APEX

By: Keith H. West

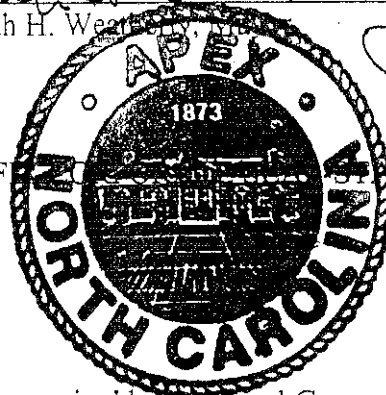
Keith H. West

ATTEST:

By: Georgia A. Parker

Georgia A. Parker, Town Clerk

[AFF]



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: Lee Smiley

Lee Smiley, Director

Town of Apex Department of Finance

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ATTACHMENT A

1. Fire Station #1, located at 210 North Salem St., Apex, NC 27502, and all land (.10 acre), equipment and fixtures listed on the "Station 1 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
Real Estate ID # 0088476, PIN # 0742413331
2. Fire Station #2, located at 3045 New-Hill-Hollemon Rd., New Hill, NC 27562, and all equipment and fixtures listed on the "Station 2 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
Real Estate ID # 0209906, PIN # 0730408350
NOTE: The land that Station 2 is on belongs to CP&L and is leased to the Apex Vol. Fire Department. See the attached contract for specific details.
3. Engine 41, 1993 Red EEI Spartan (VIN # 4S7AT9D08PC007764) and all equipment and fixtures listed on the "Engine 41 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
4. Tanker 46, 1985 Red GMC Topkick, (VIN #1GDT7D4Y2FV515153) and all equipment and fixtures as listed on the "Tanker 46 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
5. Brush 45, 1986 Red Ford F350 4X4 (VIN # 1FTHF36L8GNB13177) and all equipment and fixtures listed on the "Brush 45 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
6. Rescue 1, 1995 White HME (VIN # 44KFT42885WZ18004) and all equipment and fixtures listed on the "Rescue 1 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
7. Ladder 1, 1989 Red LTI, Simon Duplex, (VIN # 1D91R61FXK1008066) and all equipment and fixtures listed on the "Ladder 1 Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
8. 2001, HME Chassis Pumper (VIN 44KFT42841WZ19715) and all equipment and fixtures listed on the "2001 HME Pumper Inventory" list, which is attached hereto and incorporated by reference as if fully set forth herein.
9. Equipment removed from Engine 43, as listed on the "Items Removed from Engine 43" list, which is attached hereto and incorporated by reference as if fully set forth herein.
10. Equipment removed from Brush 49, as listed on the "Items Removed from Brush 49" list, which is attached hereto and incorporated by reference as if fully set forth herein.

Apex Volunteer Fire Department Apparatus Not Included on Attachment A

The following apparatus are not listed on Attachment A; however, it is the intent of the Apex Volunteer Fire Department to replace these apparatus as follows:

| Existing Apparatus not on Attachment A | Being Replaced With: |
|---|--|
| Brush 49 | 2002 Ford F350 Extended Cab Super Duty |
| Tanker 48 | 2003 Sterling M8500 Actera |
| Engine 40 | HME 2001 Pumper (already listed on Attachment A) |
| Engine 43 | Being sold but not replaced by the Apex Volunteer Fire Department. Will be replaced with the new pumper that the Town has on order. The money from the sale of this apparatus will remain with the Apex Volunteer Fire Department at the time of the sale. |

Station 1 Inventory

Cascade Machine

Ingersoll Rand Serial # R11527
Model 3270713 3-bottle 7500 psi Fill Station
Serial # 30T706872 Compressor (28 amp 230 volt)

Air Compressor

Speedaire Model 3Z49S-2 Industrial Air Compressor
5 HP / 200 psi Melben Tank
Supplies all truck bays with 1 inch T.I.P and 1 50' ½" reel

Ice Machine Scotsman HTB 500 Commercial Ice Maker

Work / Tool Bench\

48" x 36" 12 drawer solid wood workbench

T/O Gear Racks\

(9) 4 position aluminum / steel turnout gear racks

Gas Heaters

2 Armstrong Natural Gas Suspended Heaters
(1) Fasco Electric Suspended Heater

T/O Gear Washer

Raytheon UniMac Extractor Commercial Laundry Device
Serial # M1097113476 (Tristar 300 D Ecolab laundry detergent mixer)

Hose Racks

(2) 1 ½" Steel Angle Iron (60" High x 120" Long x 24" Deep)

Ventilation Fan

36" through the wall electric vent fan with louvered shutter vent

Storage Building

Stays with Volunteer organization as storage area for fundraising supplies

Fenwal Fire Alarm System

4- Zone Smoke Detector System

Scott Heath and Safety Aviation SCBA Test Bench Ser # 565

A/C System
Dual Condenser System

Station Generator
Onan 100 kw Gen Set natural gas backup generator
Onan 300 amp transfer switch

Station Alerting System
Bogen Model TPU - 350 35 Watt Amplifier
Model TG 4C Signal Device
Model TAM B Telephone access model

Phone System
AT&T Partner II phone system model 103E14

Stainless Steel Holland Grill

Fax Machines
Brother Intellifax 450MC
HP Officejet Model 300

Station Radio
Motorola GM 300 Radius base station 50 ft. VHH aerial on roof
12 Volt power supply

Conditioner
Telepower conditioner / analyzer for NiCd & NiMH batteries (6 position)

Water Heater
50 Gallon Electric hot water heater

Hose Tester
Rice Hydro (4) 2 1/2" outlet - serial # 3K1814191
Hose Tester

Downstairs Furnace
Bryant Industrial natural gas furnace

Upstairs
2 Bryant Industrial Natural Gas Furnace
2 Carrier 210 psi A/C units Serial # 5285C37305, 5285C37310

Kitchen
Garland 4 burner gas commercial stove
Garland gas oven

Garland gas broiler
Garland gas griddle
Stainless steel two-sided extra deep sink
Sharp Carousel 1000 watt microwave
Hotpoint side-by-side refrigerator / freezer with icemaker
3M extinguisher system

Offices

8 Upright file cabinets
4 Desks
3 Office chairs
8 8ft wooden tables
25 padded folding chairs
2 Computers with monitors / IBM laptop
2 Network systems with switches
1 Round table
4 Upright 2 door storage cabinets
2 RCA 27" color stereo TV's
1 Dry Erase board
1 Projection screen
1 This-End-Up sofa
2 Bunk beds
12 lockers
2 Coffee tables
1 entertainment center
1 rolling cart

Station 2 Inventory

Office Area

- 1 GE PCS Radio Charger Model # 19A705493P
- 1 Canon PC 940 Copier
- 1 Motorola Radius GM 300 Base Radio
- 1 Motorola Radio Charger with Plug NTN1171A
- 1 Motorola Radio Charger No Plug NTN1171A
- 3 Spare Motorola Batteries
- 1 First Medic 260 Battery Charger with Spare Battery 1094
- 1 1 ¾ Akron Turbo Jet Nozzle # AVFD560 with Broken Handle
- 1 RCA 05P3 Video Camera manufactured 1995 # 531431295

Storage Room

- 1 Eureka Victory Vacuum (old)

Day Room

- 1 Brother Intellifax 770 Fax Machine U56348K9K789317*

BAY

- | | |
|-----------------------------------|---|
| 1 Solar No. 560 Battery Charger | 1 Weed Eater / Blower 01234N100635-1 |
| 11 1 ¾ Hose on Rack | 1 Homelite Weed Eater/Wacker MC1942551 |
| 2 1 ½ Hose on Rack | 1 Wizard 14.5 Hp. Riding Lawn Mower |
| 1 2 ½ Hose on Rack | 1 Frigidaire HO Commercial Freezer WB13022K57 |
| 1 3" Hose on Rack | |
| 3 5" 100' Section Hose on Rack | |
| 2 Broken Box Lights | |
| 2 5 Gallon Buckets AFFF Foam/ ATC | |
| Date: 3/1981 Note: 20 years old | |

Engine 41 Inventory

- (3) Hose Straps
- Eye And Ear Protection
- (2) Double Females
- (2) Double Males
- (2) 1 ½" Fog Nozzles
- (1) 2 ½" Screw Valve
- (1) 6" To Storz Adapter
- (2) Raleigh Thread Adapters
- (1) 1 ½" To 1" Adapter
- (1) 1 ½" To Garden Hose Adapter
- (1) Garden Hose Double Female Adapter
- (1) Rubber Hammer
- (1) Rubber Mallet
- Assorted Gaskets
- (1) 2 ½" Quick Connect
- (1) Master Fog Nozzle
- (2) Junction Boxes
- Tool Box Containing:
 - (1) Roll Duct Tape
 - (1) Roll Electrical Tape
 - 100' Tape
 - (3) Door Wedges
 - (6) Sprinkler Wedges
 - 10" Adjustable Wrench
 - Pliers
 - Test Light
 - (2) Flathead Screwdrivers
 - (2) Phillips Screwdrivers
- (1) Flat Head Shovel
- (1) TNT Tool
- (1) Pry Bar
- (1) Flathead Axe
- (1) Halligan Tool
- (1) 2 Lb Hammer
- (1) Hose Jacket
- (1) Hack Saw
- (1) Bolt Cutter
- (3) Drop Cords
- (1) 50' Garden Hose W/ Nozzle
- (1) Exhaust Fan
- (2) Hooks
- (1) Door Hanger
- (2) Twistlock To Twistlock Pigtails

(2) Household To Twistlock Pigtails
Highrise Pack Containing:

- (1) 100' Section 1 ½" Hose
- (1) Gated Wye
- (2) Spanner Wrenches
- (1) 1 ½" Fog Nozzle
- (1) Double Male Adapter
- (1) Double Female Adapter
- (4) Door Wedges
- (4) Sprinkler Wedges

(2) Flashlights

(1) Tripod Light

200' Electric Cord Reel

(2) 5" Spanner Wrenches

(1) 10' Section Of 6" Hard Suction

(1) Wheel Chock

(1) Spare 4500 SCBA Bottle

(1) Foam Nozzle

(1) Piercing Nozzle

(1) Hose Clamp

(1) 6' Pike Pole

(1) 12' Pike Pole

(2) Spanner Wrenches

(1) Hydrant Wrench

(6) Tall Traffic Cones

(1) Dry Chemical Fire Extinguisher

(1) Co₂ Fire Extinguisher

(2) 5" Spanner Wrenches

(1) 10' Attic Ladder

(1) 5 Gallon Water Cooler

(1) Tube Of Cups

Hydrant Bag Containing:

(1) 4" To Storz Adapter

(1) Raleigh Threads Adapter

(1) Double Female Adapter

(1) Double Male Adapter

(1) Hydrant Wrench

(2) Spanner Wrenches

(1) Deck Gun Stand

(1) Cellar Nozzle

(1) Hose Roller

(2) 4500 SCBA Bottles

(1) Bag Of Rope

(1) Water Extinguisher

(4) Pair Of Goggles

(1) Push Broom

(1) Sharps Box
(1) Hazmat Box
(1) Plug And Dike Kit
(1) 5 Gallon Bucket Of Absorbent
(1) 10' Section Of 6" Hard Suction
(2) Spare 4500 SCBA Bottles
(1) Tripod Light
200' Electric Cord Reel
100' 1 1/2" Hose
(2) 200' 1 3/4" Speedlays With Nozzles
(1) Flashlights
(4) Spanner Wrenches
(2) Hydrant Wrenches
(1) Pick Head Axe
(1) Closet Hook
Deckgun With Tips
5" Hose With 5" To 4 1/2" Adapter
(2) Sections Preconnected 1 3/4" Hose With Fog Nozzle
(1) Section Non-Preconnected 2 1/2" Hose
(1) 14' Roof Ladder
(1) 24' Ext. Ladder
Apex Map Book
Cary Map Book
Knox Box Keys
(2) MT 2000 Radios
10-Lb BC Dry Chem Extinguisher
Clipboard
Raincoat
Smoke Detector
Small Broom
Small Black Notebook
(2) Electro Flares
400,000 Candle Spotlight
Cellular Bag Phone
(1) SCBA Mask
(1) Scott Air Pack
Heat Gun
GPS Unit
Haz-Mat Book
Spanish-English Translator
Vehicle ID Book
(3) Scott Air Packs
(3) SCBA Masks
O₂ Bag
Medical Bag
(3) Boxes Of Latex Gloves

10' 5" Hose With Hydrant Adapter
100' 1 1/2" Hose With Nozzle
100' 1 3/4" Hose With Nozzle
Gated Wye (2 1/2" To Two 1 3/4")
MT 2000 Portable Radio: 1. 355ATOU7912 2. 355ATU08012
Mobile #HCN10525
Siren PA300
Defib 531-003T11 or 531-003712 Memory Modules
2 Batteries #DC0105
Defib Ser. # 510001A67
C Collars
Splits
1 1/2 to 1" adapters
1 50' of 1" Hose
1 Water Thief
1 2 1/2 Wye
Generator #E92046763
2 1/2 to 2 1 1/2 Gated Wye
1 Double Female
Stacktip Nozzle
1 ABC 15 lb. Fire Extinguisher
1 Point Shovel

Tanker 46 Inventory

- 1 Litebox Charger #4345034
- 1 Lite Box ID# 039
- 1 GE Portable Radio Ser # 1034703 ID#48
- 1 Federal Signal Corp. Model PA 300 Siren
- 1 Gallis Street Thunder XL 100 Control Box
- 1 Motorola Mobile Radio
- 2 Orange Safety Vests
- 4 Sierra Spanner Wrenches w/ Brackets
- 1 Tool Box
- 2 Hydrant Wrenches
- 4 2 ½" Double Males
- 3 2 ½" Double Females
- 3 Quick Connects
- 1 Reducer
- 1 Akron Gated Y ID# 1581
- 1 Akron Gated Y ID# 251
- 1 Akron Fog Nozzle Style 1715, 125 GPM Apex # 548
- 1 Toolbox
- 1 Akron Foam Inductor Style 2958, 95 GPM
- 1 Elkhart Hydrant Valve
- 2 NAFECO 1.5" to 1" Reducers
- 2 Red Head 4" Hard Tubing
- 12, 2 ½" Hose Ramps
- 1, 50' Section of 2 ½"
- 1, Soft Section w/Quick Connect
- 1 Bag Road Cones
- 1, 4" Barrel Strainer
- 2 Chock Blocks
- 800' 2 ½" Supply Line
- 1 200' 1 ½" Rear Preconnect
- 1 150' 2 ½" Crosslay
- 2 100' 1 ½" Crosslays
- 2 Red Head Spanner Wrenches
- 1 6' Pike Pole
- 1 Drop Tank
- 1 6' 6" Dump Tube
- 1 Ken Mar 6" Low Level Strainer
- 1 8" Rainbow Quick Connect Elbow
- 1 Smith & Company Indian Pack
- 1 ABC Fire Extinguisher
- 1 Water Cooler
- 1 4.5 Scott Air Pack with Regular Mask Bottle #44, Pack #39. Mask, 804177-01
- 1 Code 3 MX 7000 Lightbar
- 2 Federal Signal Corporation Rotating Lights
- 1 Air Horn
- 2 Rubber Mallets

Brush 45 Inventory

- 1 GE Portable Radio Serial # 1034705 ID # 403
- 1 Federal Sig. Corp. Model PA 300 Siren
- 1 Motorola Truck Mobile
- 1 LiteBox Charger Pat. # 4345304
- 1 Med Bag
- 1 Oxygen Bag
- 1 Defibrillator First Medic 510
- 1 Warn Model Winch Serial # 284219
- 1 Jet Sonic Light Bar
- 2 Night Fighter Flood Lights FL35F*
- 1 Echo Chainsaw ID # 004294
- 2 Shovels
- 3 Rakes
- 1 Pair of Bolt cutters
- 4 Road Cones
- 1 Poly Tank II # AZUPFF102I940250
- 1 Hannay Reel Model # 909127 Approx 200 ft of Hose
- 1 Double Male
- 1 Double Female
- 1 Quick Connect
- 1 Akron Nozzle ID# 670
- 2 Ryder Wheel Chocks
- 2 Spanner Wrenches
- 1 Bag of Chains
- 1 Amerex ABC Extinguisher
- 1 Vanguard By Briggs & Stratton Motor
- 1 Hydrant Wrench
- 1 50' Section of 2 ½ Inch Hose
- 1 100' Section of Forestry Hose
- 1 Pic Head Axe

Rescue 1 Inventory

- 1 Apex Map Book
- 1 Cary Map Book
- 1 Clipboard
- 2 Survivor Lights w/ charger
- 1 Box Latex Gloves
- 1 Knox Box Key
- 1 Motorola MT 2000 Ser #: 355ATU0799
- 5 Streamlight Litebox Flashlights w/chargers
- 2 Small Scott Masks
- 1 Large Scott Masks
- 4 Reflective Vests
- 1 Insurance Card
- 1 Small Black Notebook
- 1 Cellular Bag Phone
- 1 Push Broom
- 1 Wisk Broom
- 1 Round Short Handle Shovel
- 1 Flat Short Handle Shovel
- 1 Flat Long Handle Shovel
- 1 Wooden Back Board
- 1 Stokes Basket
- 1 Large Air Bag
- 1 Water Extinguisher
- 1 ABC Extinguisher
- 3 Quartz Light Heads
- 2 Junction Boxes
- 1 Mounted Electric Cord Reel
- 3 Portable Quartz Lights
- 3 14 x 14 Salvage Covers (Green)
- 2 14 x 14 Tarps (Red)
- 1 Set Air Bags w/Attachments
- 1 Wet/Dry Vac w/Attachments
- 1 Mounted Air Line
- 1 Spare O₂ Cylinder
- 3 12x14 Tarps (Red)
- 1 Orange SCBA Tarp
- 1 Set Amkus Tool including:
 - 1 Cutter
 - 1 Spreader
 - 3 Rams
 - 1 Junction Box
 - 1 Portable Generator w/ Hose Attachments
- 1 Battery Jumper Cables
- 1 Ajax Tool
- 1 Tool Box Including:
 - 2 Rolls Duct Tape
 - 2 Rolls Survey Tape
 - 1 Roll Electrical Tape
 - 1 8" Adjustable Wrench
 - 1 10" Adjustable Wrench

- 1 Vice Grip
- 2 Flat Head Screwdrivers
- 1 Phillips Head Screwdriver
- 1 Hand Shovel
- 1 Gallon Amkus Hdy. Oil
- 1 Funnel
- Tray of 5" Hose Pads
- Tray of 3" Hose Pads
- 3 Gallons Hyd. Oil
- Various Size Chains
- 1 Step Ladder
- 1 Stokes Basket
- 5 Tall Traffic Cones
- 3 Litebox Flashlights w/ Charger
- 1 100' Extension Cord
- 1 ABC Extinguisher
- 1 Box Flares
- 1 Sprayer w/ Chlorox Mix
- 1 PPV Fan 20"
- 1 Exhaust Fan
- 1 New York Pike Pole
- 1 TNT Tool
- 1 Short Pole w/ "D" Handle
- 1 Battering Ram
- 1 Sledge Hammer
- 1 Pr Bolt Cutters
- 1 Pry Bar
- 1 Pick
- 1 Chain Saw
- 1 K12 Saw
- 1 Sawzall
- 1 Tool Box w/ Salvage Supplies
- 1 Box Wooden Wedges
- 1 Door Jamb with 2 extensions
- 1 1/2 Gallon Chain Saw
- 2 5 oz. Bottles of 2 Stroke Engine Oil
- Various Rolls Plastic Sheeting
- 1 Funnel
- 1 Set Goggles
- 1 Bag Utility Rope
- 1 Gas Can Mixed
- 1 Gas Can Regular
- 1 Sump Pump
- 1 Mop Bucket
- 1 Mop Head
- 1 60' Garden Hose
- 1 Scott Air Pack in Box
- 2 Haz-Mat Boxes:
 - 1 w/ Pads
 - 1 w/ Sawdust
- 4 Boxes of Cribbing

Radiological Equipment
Gas Monitor
Various Rehab Supplies
Tactical Rescue Gear
High Angle Rescue Gear
Various EMS Supplies
5 Headsets
OB Kit
2 Liteboxes w/ Chargers
Confined Space Rescue Gear
Tripod w/ Accessories
Air Pac 25 Confined Space Fan
1 Motorola MT2000 SN 355ATU07992
C-Collars Bag
Split Bag
Elevator Key
25' Tape
2 Sets of Extra Connections on Headsets
Flat Axe
Plastic Shovel
2 Wooden Backboards
6' x 8' Poly Tarps
1 8' x 10' Poly Tarp
Sawsall w/ Attachments
Glass Master
2 Large Toolboxes
Bear Cutter Saw
RAMS #97010813 #97010792, #97011398
Spreaders #97021921
Cutters #97025650
Hydraulic Pump #386122
Generator, Honda 2500 Ser# EZCP 1005721
Rear Cab - 3 Scott 4.5 Air Packs
1 Scott 2216 Bottle
10 Scott 4500 psi Bottles Right High Side
2 Scott 4500 psi Bottles Right Tire Area
1 Scott 4500 psi Bottle Left Tire Area
5 Scott 4.5 Air Packs Front Cab

Ladder 1 Inventory

- 1 Scott Airpack with Mask & PASS Alarm
- 1 Survivor Light
- 1 Light Box
- 1 Short Pike Pole
- 1 Portable Radio with Speaker-Mic
- 1 PASS Ring
- 2 Map Books, 1 Apex, 1 Cary/Morrisville
- 1 Box EMS Gloves
- 1 Emergency Response Guidebook
- 2 Headsets
- 1 Scott Airpack with Mask & PASS Alarm
- 1 Pickhead Axe
- 1 Light Box
- 2 EMS Bags (on Doghouse)
- 1 Water Cooler
- 2 Spanner Wrenches
- 1, 1 ¼ Speedlay with Nozzle
- 1 Tele-Light
- 2 Chock Blocks
- 1 Tool Box
- 1 Salvage Tool Box
- 2 Hose Ropes
- 1 Sump Pump
- 1 PPV Fan
- 1 Hose Clamp
- 1 Short Section 5" Hose
- 1 Garden Hose for Sump Pump
- 1 Nozzle for Ladder Pipe
- 1 Airline
- 1 Extension Cord
- 1 Gate Valve (2 ½")
- 1 Siamese (2 ½")
- 2 Raleigh Adapters (2 ½")
- 2 Double Male (2 ½") (one on pump panel)
- 1, 2 ½ to 1 ½ Reducer
- 1, 1 ½ to Garden Hose Reducer
- 1, 1 ½ Nozzle
- 1 Rubber Mallet
- 1 GE Mobile Radio with Headset
- 1 Irons Set (Halligan Bar & Flathead Axe)
- 1, 5' Pike Pole
- 2 Scott Airpacks with Masks
- 1 Rope Bag - Utility

1 Hose Roller
4 Scott Bottles
1 Escape Bottle with Mask
1 Dry Chemical Extinguisher
3 Ladder Belts
3 Salvage Covers
1 Haz-Mat Bag (Silver Pkg.)
1 Roll of Plastic
2 Spanner Wrenches & 1 Hydrant Wrench
1 CO₂ Extinguisher
1 Skull Saver
1 6' Pike Pole
1 8' Pike Pole
1 12' Pike Pole
1 26' Extension Ladder
1 6' Pike Pole
1 20' Extension Ladder
1 8' Pike Pole
1 30' Extension Ladder
1 16' Extension Ladder
2 Outrigger Plates
1 Attic Ladder
1 Electric Exhaust Fan with Hooks
1 Long Extension Cord
1 Door Jack
4 Cord Adapters (on rack)
1 35' Extension Ladder
1 12' Roof Ladder
2 Spanner Wrenches
1 Hydrant Wrench
1 Pressurized H₂O Extinguisher (can)
1 Tele-Light
1 Irons Set (Halligan Bar & Flathead Axe)
1 Sledge Hammer
1 Pickhead Axe
1 TNT Tool
1 Hack Saw
1 Rabbit Tool
2 Gallon Reg. Gas
2 Gallon Mixed Gas
1 Extra Chain for Saw
3 Extra Rotary Blades
1 Vent Master Chain Saw with Depth Guide
1 Stihl Rotary Saw
2 Funnels

Extra Bar Oil
Extra 2 - Cycle Oil
1 S.W.A.T. Bag
1 Scott Air Pack with Mask and PASS Alarm
1 4' Plaster Hook
1 Light Box
1 Headset
1 Traffic Vest
GE Mobile Radio Apex #016 Ser # 8077815
Clipboard
Connection for Headsets
Siren Box Apex 017 Ser # M17347
Garage Door Opener
Small Extension Cords
Big Size 12 Plastic Shovel

2001 HME Pumper Inventory

1 GE Portable Radio Ser# 1096447 ID#404
1 Motorola Mobile Radio Ser# HUD1730A
1 Survivor Charger w/Light Ser#89460 Model SL90X
1 Scott Air Pack w/mask #12
1 Scott 4500 Bottle #42
1 Scott Air Pack w/Mask #22
1 Scott 4500 Bottle #?
1 Scott Airpack w/mask #03
1 Scott 4500 Bottle #55
1 Scott Airpack w/mask #21
1 Scott 4500 Bottle #?
1 TNT Tool
2 200' Crosslay
1 Akron Fog Nozzle, Style 1722P, ID #555
1 Akron Fog Nozzle Style 1722P ID #552
1 Metal Safety Gas Can
1 Husqvarna Chainsaw SN 6101788 ID #382
1 Draft Float Box
1 Akron 1 1/2" Fog Nozzle, Style 5236 ID# 550 75-375 GPM
200' of 1 3/4" Hose
1 Akron 2 1/2" Fog Nozzle Style 1727 ID#678 120-250 GPM
200' 2 1/2" Hose
1000' 5" Supply Hose
1 Akron 2 1/2" Stack Tip Nozzle ID 536
1 Akron E-2 Lock Base
1 Akron Hose Clamp ID # 064
1 5" Storz to 2 1/2" Female Coupling
1 3' Pry Bar
7 Traffic Cones
1 4 1/2" Barrel Strainer ID# 238
1 Exhaust Fan Ser# 5KC39JN1135 ID# T-44
1 Door Jack for Fan
1 Elkhart 5" Piston Intake
1 Akron 2 1/2" Gate Valve Attached to Suction
4 Lg. Dia. Spanner Wrenches w/bracket
1 Akron 6" to 5" Dbl Female #245
1 Set Quick Connection Male and Female
1 Akron 2 1/2" to 2-1 1/2" Wye Style #2581
3 Gem Top Hose Tools
2 Red Head Dbl Female Appliances
2 Red Head Dbl Males
2 1 1/2" to 1" Adapters
2 1 1/2" to 3/4" Adapters
1 Akron Fog Nozzle 125-375 #554

1 Akron Master Turbo Jet Fog Nozzle 350-1000 GPM #546
1 50' Section 5" Supply Hose
1 25' Section 5" Supply Hose
1 Akron Turbo Jet Fog Nozzle 2 1/2" 120-250 GPM #539
1 Akron 2 1/2" Stack Tip Nozzle #553 Sizes 1", 1 1/8"m 1 1/4"
1 Akron Foam Inductor
1 Pr Bolt Cutters
1 Rubber Mallet
1 24' Electric Cord w/plugs
1 10' Electric Cord w/plugs
1 48' Electric Cord w/plugs
1 62' Electric Cord w/plugs
1 99' Electric Cord and Reel
1 Scott 4500 Bottle #23
1 Scott 4500 Bottle #52
2 Bags Rescue Rope
1 5" Akron Gate Intake Valve
1 2 1/2" Akron Gate Valve Intake W/25' of 3" Rubber Hose
1 5" Storz to 2 1/2" Female
1 Push Broom
2 Shovels

Items Removed From Engine 43

- 1 Motorola Radio HUD1730A
- 1 Bushnell Sportview Binoculars
- General Morrison Medical Products Splint Pak
- 1 Scott SCBA 4.5 Reg#49110819 Pack#15
- 1 Scott SBCA 4.5 Bottle 11949
- 1 Scott SCBA Mask AV2000
- 1 Heat Scanner 3M #249 6710
- 1 Case for Heat Scanner # 248
- 1 Brinkmann QBeam Big Max 400,000 CP Light
- 1 GE PCS Portable Radio #418
- 1 Motorola MT2000 Portable Radio E2
- 1 Scott SCBA 4.5 Pack#18
- 1 Scott SCBA 4.5 Bottle #9
- 1 Pal-5 Alarm 598832
- 1 Snow Shovel Size 12 True Temper
- 1 Scott SCBA 4.5 Pack #13
- 1 Scott SCBA 4.5 Bottle #59
- 1 Pal 3 Alarm #407
- 1 Scott SCBA 4.5 Pack #35
- Scott SCBA 4.5 Bottle #73
- AV2000 Scott Masks
- 1 Spade Shovel 414
- 1 Square Shovel 376
- 1 Honda Generator EB2500X
- 1 Akron 2 ½ Tip Straight
- 1 Akron 1 ¾ Tip Straight
- 1 Akron 1 ½ Tip Straight
- 1 Akron 1 3/8 Tip Straight
- 2 200' ea. Hose 1 ¾"
- 1 Akron Fog Nozzle 675 1 ½"
- 1 Akron Fog Nozzle 674 1 ½"
- 1 5" Piston Intake (Elkhart)
- 1 Quarter Turn Gate Valve (Elkhart)
- 1 Pry Bar
- 1 Halligan Bar (Paratech)
- NAFECO 1.5 X Garden Hose Adapter
- 1 NAFECO 1.5 x 1" adapter
- 1 Akron 2.5 X 1.5 Wye
- 1 Set Jumper Cables
- 1 Electroflare 91-3100
- 1 Hammer
- 1 Red Head 5" to 4 ½" Adapter
- 1 Red Head 5" Storz to 2 ½
- 1 Wrench (black)

3 Hose Tools Gemtor 571
1 Toolbox
1 Rubber Mallet
1 Hack Saw
1 5/16 Bolt Cutters
2 ½ Akron Turbo Jet Fog Nozzle 567
2 ½ Akron Quarter-Turn Gate Valve
3" Raleigh to 2 ½ Male Adapter (Red Head)
1 Quick Connect Male Coupling
1 Akron Brass 2 ½ Siamese
6" Red Head to 4 ½ coupling
1 Akron Fog Nozzle 1 ½"
1, 2 ½ Turbo Fog Nozzle 535
1 Foam Inductor Akron Brass
2 Double Male 2 ½ Adapters Red Head
2 Double Female 2 ½ Adapters
1 Elkhart Gate Valve 2 ½
1 Roll Angus 5" Hose 50'
1 Roll 5" Hose, 25'
1 Gallon Bar Oil
1 Rubber Maid Cooler, White/Gray
1 Rubber Maid Orange Cooler, 5 Gal.
5" Hose Roller 224
6 Traffic Cones
1 2 ½ Turbo Jet Akron Fog Nozzle 556
1 50' Rope
1 Float Dock Strainer
3 Blue Tarps
1 5 Gal. AFFF Foam
1 2 ½" Straight Tip Nozzle 542
1 1 ¼" Tip Akron
1 1 1/8" Tip Akron
1 1" Tip Akron
1 Husqvarna Chainsaw
1 Supervac Ventilating System Fan P1645
1 Orange Ext Cord 100'
1 Orange Ext. Cord 25'
3 Black Ext. Cords Twist Lock Females to Regular Male
2 Red Gas Containers
2 Foam Nozzles 541, 549
2 TNT Tools
1 Hose Clamp
1 Supervac Door Bar
1 Black Bag
1 5" Storz to 2 ½ with Elbow
1 5" Storz to 4"

1, 2 ½" Gate Valve
2, 5" Spanner Wrenches (Angus)
1 Akron Quarter-Turn Valve 5"
1 Akron Quarter-Turn 2 ½"
1 50' Rubber Hose 3"
1 Elkhart Elbow 2 ½
1 LifePak Defib 500
1 La Rescue Med. Bag
1 Cervical Collar Bag Orange
4 Scott Bottles 4.5: #'s 38, 2, 81, 70
1 Soap Dispenser
1 Winfield Sharps Container
1 1 ½ Akron Nozzle 672 Fog
1 2 ½ Akron Smooth Bore Stack Tip 561
1 1 ½ Akron Nozzle 677 Fog
1 800' 5" Hose Angus
2 200' ½ Hose Cloth
200' 2 ½ Hose Cloth

Items Removed from Brush 49

- 3 Cones
- 2 Spanner Wrenches
- 1 Quick Connect
- 1 Double Male
- 1 Double Female
- 1 Hydrant Wrench
- 3 Rakes
- 1 Wheel Block
- 1 Street Guide
- 1 Flashlight
- 1 Traffic Vest
- 1 Tow Rope
- 1 Flathead Shovel
- 1 Pointed Head Shovel
- 1 Set Jumper Cables
- 1 Broom
- 1 Funnel
- 1 Tow Chain
- 1 Chainsaw
- 1 Two-Gallon Gas Can
- 1 Axe
- 1 Shovel
- 1 Booster Reel Handle
- 1 Defib Unit (LifePack 500) Ser #13590305
- 1 Motorola Mobile Radio Ser # HCN1052C
- 1 Siren Box
- Funnel
- Flat Shovel
- Fire Extinguisher 10 lb. ABC
- Street Valve Key
- 50' Section 2 ½"
- 200' w/Nozzle Booster Hose
- 100' 1 ½" with Nozzle
- 2 ½" Cap
- 1 50' 1" Fire Hose
- 1 50' 1 ½" Forestry Hose
- 2 5/16 Hitch and Ball
- 1 2 ½" Ball Valve
- 1 Can Oil Dry

ATTACHMENT B

Volunteer members of the Town's Fire Department in "active" status shall be entitled to receive the following benefits:

1. Workers' compensation coverage and life insurance coverage to the same extent and at the same levels (and subject to the same terms and conditions) as Town employees under the then-prevailing provisions of the Town's Personnel Policies;
2. Longevity pay to the same extent and at the same levels (and subject to the same terms and conditions) as Town employees under the then-prevailing provisions of the Town's Personnel Policies; provided, however, that longevity pay for volunteer members of the Town's Fire Department shall be calculated based on full-time equivalency ratio of 3:1 (i.e., 3 years of volunteer service = 1 year of full-time service, beginning from the first year of volunteer service to the AVFD and including all years of "active" status with the Town's Fire Department);
3. Service awards to the same extent and at the same levels (and subject to the same terms and conditions) as Town employees under the then-prevailing provisions of the Town's Personnel Policies; provided, however, that service awards for volunteer members of the Town's Fire Department shall be awarded based on a full-time equivalency ratio of 1:1 (i.e., 1 year of volunteer service = 1 year of full-time service);
4. Call pay for each call for Services to which such volunteer members are called to respond, and to which the Town's Fire Department and such volunteers respond in accordance with this Agreement. Call pay shall be calculated based on the then-prevailing rate for such pay as designated by the Town's Board of Commissioners, and shall be paid on a monthly basis to each volunteer member who earns any such pay. Provided, however, that the Town shall pay any eligible volunteer member's accrued call pay directly to the AVFD upon receipt of all necessary waivers and authorization from any such volunteer member of the Town's Fire Department. All payments for call pay shall be calculated based on verified monthly call sheets prepared by the Town's Fire Chief, which sheets shall record and document (i) the date and time of each call for Services to which at least one volunteer member of the Town's Fire Department was called to respond and to which the Town's Fire Department and at least one volunteer member responded in accordance with this Agreement, and (ii) the name of each such volunteer member of the Town's Fire Department. Call pay shall be subject to all applicable deductions and withholdings. To the extent any tax liability becomes due because of call pay pursuant to this Agreement, such liability shall be the sole responsibility of each volunteer member of the Town's Fire Department, and s/he shall pay any taxes, penalty or interest that may be determined to be due and payable on such amounts distributed. The AVFD shall save and hold the Town harmless and the Town is hereby released in connection with any and all taxes, penalties, interest or other costs, (including but not limited to attorneys' fees) and expenses that may be or become due as a result of the payment of call pay pursuant to this Agreement; and
- * 5. The Town's Fire Department shall participate in the State of North Carolina's "Firemen's Relief Fund" program, and all "active" volunteer members of the Town's Fire Department shall be eligible to participate in such program in accordance with all applicable statutes, regulations, ordinances, policies and rules.

losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, attorneys' fees and expenses) arising out of or relating (or alleged to arise out of or relate) in any way to this Agreement, including but not limited to any claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, attorneys' fees and expenses) for alleged negligence, gross negligence, personal injury, bodily harm, property damage, violations of the Act, or any other form of damages arising out of or relating (or alleged to arise out of or relate) in any way to the AVFD's alleged actions or omissions in connection with this Agreement. Provided, however, that this Paragraph 9 shall not apply to any claims for personal injury or property damage arising out of (or alleged to arise out of) provision of the Services pursuant to this Agreement. The obligations set forth in this Paragraph 9 shall survive the expiration or termination of this Agreement for any reason.

10. PRIOR AGREEMENTS; MODIFICATION AND AMENDMENT. The terms and provisions contained herein, together with the attachments hereto, constitute the entire agreement and understanding of the Parties, and shall supersede all previous communications, statements, negotiations, representations, promises, understandings, contracts or agreements, oral or written, with respect to the subject matter hereof. This Agreement may be modified or amended only by a written instrument duly executed by both Parties.

11. TERMINATION. This Agreement shall terminate by its own terms at 11:59 p.m. on May __, 2022, unless renewed before then pursuant to Paragraph 1 of this Agreement. Upon the default by either party of any term or condition in this Agreement (and if such default is not cured within sixty (60) days after receipt of written notice thereof), this Agreement may be terminated immediately by the non-defaulting party by mailing or otherwise providing written notice thereof to the defaulting party. This Agreement also may be terminated by the Town under the due diligence provisions in Paragraph 8.F. of this Agreement, or upon written notice to the AVFD if the Town ceases to operate a municipal fire department or otherwise provide the Services to the Apex Fire District and the Hipex Fire District. Provided, however, that the provisions of Paragraphs 2, 8-10, 13 and 15-18, inclusive, shall survive the expiration or termination of this Agreement for any reason.

12. TOWN REVIEW AND APPROVAL. The Town's Board of Commissioners shall review this Agreement and by resolution adopt this Agreement to remain in full force and effect until modified or terminated as herein provided.

13. GOVERNING LAW. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

14. CONTACT INFORMATION. All communications and notices hereunder shall be in writing and shall be (i) delivered by hand, (ii) sent prepaid by overnight delivery, or (iii) sent by the United States Postal Service, postage prepaid, certified mail, return receipt requested, to the addresses designated below, or to such other address(es) as either party hereto may hereafter designate in writing from time to time:

Attachment C

Apex Volunteer Fire Department Membership Roster as of April 30, 2002

| <u>Name</u> | <u>Status</u> | <u>Rank</u> |
|-------------------------|---------------|--------------------|
| Alexander, Zack | | Junior Firefighter |
| Auchmoody, David | | Firefighter |
| Bass, Ian M | | Firefighter |
| Bergeron, Tom | | Firefighter |
| Borge, Paul F | | Firefighter |
| Boyd, Blake | | Firefighter |
| Burton, Trent | | Firefighter |
| Burton, Wayne | | Firefighter |
| Capps, Brent | | Firefighter |
| Carlson, Scott | | Junior Firefighter |
| Cirasole, Peter | | Firefighter |
| Clevenger, John R | | Firefighter |
| Crawford, Brian Thomas | | Firefighter |
| Donaldson, Matthew F | | Training Officer |
| Edmunds, Chad | | Firefighter |
| Ezzell, Jamie | | Junior Firefighter |
| Fields, Shane | | Firefighter |
| Fjelstad, Michael D. | | Firefighter |
| Foster, Eric B. | | Lieutenant |
| Fuller, Arnold | | Firefighter |
| Fuller, Donald | | Firefighter |
| Gilbert, Billy H | | Firefighter |
| Gilbert, Cameron | | Junior Firefighter |
| Godfrey, David | | Firefighter |
| Goodman, Bert Alan | | Firefighter |
| Gregory, Jordan Michael | | Firefighter |
| Gwyn, Bob | | Firefighter |
| Hall, Trent | | Firefighter |
| Hansen, Travis | | Junior Firefighter |
| Hellmann, John P. | | Firefighter |
| Herring, Kenneth | | Firefighter |
| Hinson, Sue-Lynn | | Captain |

Attachment C

Apex Volunteer Fire Department Membership Roster as of April 30, 2002

| <u>Name</u> | <u>Status</u> | <u>Rank</u> |
|----------------------|---------------|------------------------|
| Horton, Jerry | | Firefighter |
| Hunning, Chad | | Firefighter |
| Jarvi, Paul | | Firefighter |
| Johnson, Alecia | | Administration/Support |
| Markijohn, Rebecca D | | Firefighter |
| Maynard, Jeff | | Assistant Chief |
| McDougald, Mike | | Firefighter |
| Medlin, Donald E. | | Junior Firefighter |
| Miller, Daniel | | Junior Firefighter |
| Miller, Randy | | Firefighter |
| Mills, Jason | | Firefighter |
| Miser, George | | Accountability Officer |
| Mitro, Mark William | | Captain |
| Nordman, Robert Paul | | Firefighter |
| Orlowski, Charlie | | Firefighter |
| Pagan, Jimmy | | Traffic Control |
| Reavis, Charles R | | Deputy Chief |
| Ronk, Tom | | Junior Firefighter |
| Schmaus, Stephen | | Firefighter |
| Silver, Jeffrey | | Captain |
| Smailes, Patrick | | Firefighter |
| Sperath, John | | Firefighter |
| Sutton, Phillip | | Junior Firefighter |
| Swan, Mathew | | Junior Firefighter |
| Sweeney, Shaun | | Firefighter |
| Thompson, Carl | | Firefighter |
| Townsend, Stephen | | Junior Firefighter |
| Tyson, Scott Brandon | | Junior Firefighter |
| Vaughn, Dwayne | | Firefighter |
| Wall, Robert C | | Firefighter |
| Williams, Kevin | | Firefighter |
| Woody, Arthur | | Firefighter |

Attachment C
Apex Volunteer Fire Department Membership Roster
as of April 30, 2002

| <u>Name</u> | <u>Status</u> | <u>Rank</u> |
|--------------|---------------|-----------------|
| Yates, Billy | | Firefighter |
| Yates, Brian | | Assistant Chief |
| Yates, Olive | | Firefighter |

ATTACHMENT D

| <u>Description</u> | <u>Creditor/Obligee</u> | <u>Amount</u> | <u>Terms</u> | |
|-----------------------|-----------------------------|-------------------------|---|----------------|
| New Hill Fire Station | Central Carolina Bank | \$153,750.01 | Annual payment of \$57,548.32. Final Payment due June 20, 2004. Annual interest rate of 5.25% | |
| <u>Payment Date</u> | <u>Balance</u> | <u>Principal Amount</u> | <u>Interest Amount</u> | <u>Balance</u> |
| June 20, 2002 | \$153,750.01 | \$49,476.45 | \$8,071.87 | \$104,273.56 |
| June 20, 2003 | \$104,273.56 | \$52,073.96 | \$5,474.36 | \$52,199.60 |
| June 20, 2004 | \$52,199.60 (final payment) | | | |

| <u>Vendor</u> | <u>Description</u> | <u>Billing</u> | <u>Approx. Amt.</u> |
|---|--|--|---------------------|
| ADT Security Services | Security System, Station 2 | Monthly | \$31.95 |
| <u>CGU Life Insurance</u> | Life insurance premiums | Annually - paid from Firemen's Relief Fund | Varies |
| Aqua Cool | Cooler rental, bottled water | Monthly | \$100.00 |
| Arch Wireless | Pager service - Lease fees | Quarterly | \$1,300.00 |
| Arch Wireless | Pager service - Insurance, deductibles | Monthly | \$50 - \$200 |
| BellSouth | Local phone service, Stations 1 & 2 | Monthly | \$480.00 |
| Central Carolina Bank Bankcard Services | AOL service (importing to FH from Station 2) | Monthly | \$23.90 |
| CP&L | Utilities, Station 2 | Monthly | \$300.00 |
| Dish Network | Satellite TV, Station 2 | Monthly | \$50.00 |
| Expanets | Service contract on telephones | Monthly | \$65.73 |
| Fire Rescue Magazine | Subscription | Annually | \$25.95 |
| Firehouse | Subscription | Annually | \$28.97 |
| Grinnel Fire Protection Systems | Inspection of hood system, Station 1 | Semi-annually | \$73.00 |
| Holox, Ltd. | Oxygen cylinder rental | Monthly | \$140.00 |

? relief fund -
who oversees
+ manages
monies

* Pension Fund

| | | | |
|--------------------------------------|---------------------------------------|-----------|----------------|
| Kyocera Mita America, Inc. | Service contract on copier, Station 1 | Monthly | \$330.94 |
| L.G. Jordan Oil Co., Inc. | LP, Station 2 | Monthly | \$140.00 |
| NFPA | Subscription | Annually | \$115.00 |
| NC State Firemen's Association | Membership dues (\$10 / member) | Annually | \$710.00 |
| Protective Insurance/VFIS | Property insurance (fire stations) | Annually | \$154.00 |
| Protective Insurance/VFIS | Auto | Annually | \$10,243.00 |
| Protective Insurance/VFIS | Umbrella Policy | Annually | \$1,164.00 |
| Protective Insurance/VFIS | Accident Policy | Annually | \$9,630.00 |
| PSNC Energy | Utilities (natural gas), Station 1 | Monthly | \$100 - \$500 |
| Time Warner Cable | Cable television, Station 1 | Monthly | \$45.73 |
| Town of Apex | Utilities, Station 1 | Monthly | \$100 - \$1000 |
| Verizon Wireless | Cellular phones | Monthly | \$95.00 |
| Wake County Firefighters Association | Membership dues (\$5 / member) | Annually | \$500.00 |
| Waste Mgmt. of Raleigh-Durham | Trash pickup, Station 2 | Quarterly | \$230.00 |

The Town also shall assume any other debt, obligation or encumbrance resulting from provision of Services that (i) is agreed to in writing in advance by the Town Manager and the AVFD, (ii) occurs during the sixty (60) day transition period pursuant to Paragraph 2 of the Agreement, and (iii) for which notice of payment due is received after the sixty (60) day transition period pursuant to Paragraph 2 of the Agreement.