

Equipment Sales Contract
City of Waukesha – Technitrol, Inc.

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield St., Waukesha, WI 53188, referred to herein as the City; and Technitrol, Inc., W129N10930 Washington Dr., Germantown, WI 53022, referred to herein as Technitrol. Together, the City and Technitrol are referred to as the Parties:

Recitals

The City's wastewater treatment plant is replacing certain high-voltage distribution switches and transformers, and wishes to dispose of the replaced equipment.

Technitrol is willing to purchase the replaced equipment and haul it away from the City's facility.

Now, therefore, the City and Technitrol agree and contract as follows:

1. **Equipment Purchased.** Technitrol shall purchase from the City, and the City shall sell and deliver to Technitrol, free and clear of all liens and encumbrances, the items of equipment listed on Schedule A, which are referred to herein as the Equipment.
2. **Delivery of Equipment.** The Equipment shall be delivered to Technitrol in two lots, as itemized on Schedule A. The dates and times of delivery shall be mutually determined by the Parties, at their convenience, but in no event later than July 23, 2016, unless circumstances unforeseeable to the City and beyond the City's control delay the removal of the Equipment from service. After payment of the purchase as described in section 3 and delivery of the bill of sale as described in section 4, the City shall place the Equipment on Technitrol's trucks, and Technitrol shall be responsible for all movement and transportation of the equipment after it is placed on the trucks, at Technitrol's sole expense. During the time after the Equipment has been removed from service but before delivery to Technitrol, the City shall take reasonable steps to keep the Equipment secure and sheltered from damage.
3. **Purchase Price.** Technitrol shall pay the City a total purchase price of Twenty-Five Thousand Five Hundred Dollars (\$25,500.00), as follows:
 - a. Fourteen Thousand Five Hundred Dollars (\$14,500.00) upon delivery of the first lot.
 - b. Eleven Thousand Dollars (\$11,000.00) upon delivery of the second lot.
 - c. Payment shall be made by certified check, bank check, or other good funds acceptable to the City.
4. **Transfer of Title, Risk of Loss.** Upon each payment described in section 3, the City shall deliver to Technitrol a bill of sale describing the Equipment in the lot for which payment is made, and title to the Equipment described in the bill of sale shall pass to Technitrol at that time. The bills of sale shall be in the form of the attached Exhibit 1. Upon transfer of title, Technitrol shall bear all risk of loss or damage to the Equipment. If the Equipment should suffer casualty loss or damage before transfer of title, then this contract shall be voidable at Technitrol's option.
5. **Warranty Disclaimer.** The Equipment is sold to Technitrol, and Technitrol accepts the Equipment, as-is, where-is and with all faults. The City expressly disclaims all warranties of condition, quality, merchantability, and fitness for purpose, whether expressed or implied. The warranty of marketable title in the bills of sale shall be the only warranty made by the City.

6. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party shall pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If judgment is taken against the breaching Party, then such actual costs of enforcement shall be added to the non-breaching Party's judgment.
7. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the parties to this Contract.
8. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

Technitrol, Inc.

James R. Feilbach, President

Date: _____

City of Waukesha

Shawn N. Reilly, Mayor

Date: _____

Attest: Gina L. Kozlik, City Clerk

Date: _____

Schedule A List of Equipment

Lot 1

10 24kV to 480V transformers
5 24kV pad-mount switchgear

Lot 2

2 24kV to 480V transformers
2 24kV pad-mount switchgear
1 24kVA dual-feed service entrance
switchgear

Exhibit 1**Bill of Sale****Buyer:** Technitrol, Inc.**Purchase Price:** \$14,500.00

The City of Waukesha, referred to herein as the Seller, in consideration of the Buyer's payment to it of the Purchase Price, the receipt of which is acknowledged, hereby bargains, sells and conveys to Buyer the following property, referred to as the Equipment:

10	24kV to 480V transformers
5	24kV pad-mount switchgear

Seller warrants to Buyer that Seller has marketable title to the Equipment, and that Seller hereby delivers title to the Equipment to Buyer free and clear of all encumbrances, liens and claims to title. Seller agrees to defend Buyer against any claims brought by any third parties based on any such alleged encumbrances, liens or claims to title.

Seller expressly disclaims any and all other warranties of quality and condition with respect to the Equipment, whether expressed or implied, including, but not limited to, warranties of merchantability, fitness for purpose, or patent infringement. **The Buyer takes the Equipment "as is" and "where is."** Buyer waives all claims and causes of action against Seller based on the quality or condition of the Equipment.

Dated the _____ day of _____, 2015.

City of Waukesha

By: Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

Exhibit 1**Bill of Sale****Buyer:** Technitrol, Inc.**Purchase Price:** \$11,000.00

The City of Waukesha, referred to herein as the Seller, in consideration of the Buyer's payment to it of the Purchase Price, the receipt of which is acknowledged, hereby bargains, sells and conveys to Buyer the following property, referred to as the Equipment:

2	24kV to 480V transformers
2	24kV pad-mount switchgear
1	24kVA dual-feed service entrance switchgear

Seller warrants to Buyer that Seller has marketable title to the Equipment, and that Seller hereby delivers title to the Equipment to Buyer free and clear of all encumbrances, liens and claims to title. Seller agrees to defend Buyer against any claims brought by any third parties based on any such alleged encumbrances, liens or claims to title.

Seller expressly disclaims any and all other warranties of quality and condition with respect to the Equipment, whether expressed or implied, including, but not limited to, warranties of merchantability, fitness for purpose, or patent infringement. **The Buyer takes the Equipment "as is" and "where is."** Buyer waives all claims and causes of action against Seller based on the quality or condition of the Equipment.

Dated the _____ day of _____, 2015.

City of Waukesha

By: Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk