

**RESOLUTION APPROVING THE SALE OF SURPLUS TRANSFORMERS TO THE
TOWN OF LANDIS, NORTH CAROLINA**

WHEREAS, The Town of Cornelius (“Town”) owns seven dual voltage transformers more particularly described on *Exhibit A* attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Town has received an offer from the Town of Landis, NC for the purchase of the Property in the amount of \$4,414.00; and

WHEREAS, the Property is no longer needed by the Town of Cornelius and constitutes surplus property; and

WHEREAS, the Town desires to sell the Property to the Town of Landis pursuant to the authority granted under N.C. Gen. Stat. § 160A-274 and pursuant to the terms setforth on the Bill of Sale attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED:

1. The Property is hereby declared surplus; and
2. The Town Manager and/or his delegees are hereby authorized to sell the Property to the Town of Landis pursuant to those terms setforth in *Exhibit B*.

Adopted this 20th day of June 2022.

SEAL

David Gilroy, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Town Attorney



EXHIBIT A:

List of Transformers to be Sold to Town of Landis
All Transformers are Single-Phase, Pad-Mount Type with CSP

Quantity	Manufacturer	Serial #	KVA Rating	HV Rating	LV Rating
1	Howard Ind	33021-1987	25	4160/2400 x 12470-7200	120/240
1	Southeastern	4606301	25	4160/2400 x 12470-7200	120/240
1	Southeastern	92474173	25	4160/2400 x 12470-7200	120/240
1	Trans Power Inc.	18745-1050	25	4160/2400 x 12470-7200	120/240
1	Southeastern	0812825	25	4160/2400 x 12470-7200	120/240
1	Southeastern	112940-3589	25	4160/2400 x 12470-7200	120/240
1	Trans Power Inc.	8217602	50	4160/2400 x 12470-7200	120/240

Total quantity of seven (7) transformers.



EXHIBIT B:
Bill of Sale

Please fill out the following information

Buyer Name ("Buyer"):	Town of Landis, North Carolina
Buyer Address:	
Buyer Contact Name:	
Buyer Contact Phone:	
Buyer Contact Email Address:	

In consideration of the sum of four thousand five hundred ninety-four dollars (\$4,594.00) the Town of Cornelius (the "Town") sells and delivers to Buyer the items described in the attached Exhibit A (the "Property") as of the date noted below in its "as-is" condition. The Town of Cornelius is an incorporated municipality in the state of North Carolina and is selling the Property to Buyer pursuant to authority granted the Town under NCGS § 160A-274. Buyer has been given the opportunity to inspect the Property or to have it inspected and the Buyer accepts the Property in its existing condition.

As additional consideration, the Buyer agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Assets.** The Buyer acknowledges receipt of the Property listed on Exhibit A in its existing, "as-is" condition.

2. **No Warranties.** The Town, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Property. Furthermore, in no event shall the Town be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from the Town's premises.

3. **Waiver of Liability.** Buyer does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, contract or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Property. The entire risk as to the performance of the Property is assumed by Buyer. In no event shall the Town or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Property. The above limitations on liability apply even though the Town may have been advised of the possibility of such damage.

4. **Indemnification.** Buyer agrees to indemnify and hold harmless the Town from any and all claims, liability and damages, arising from the use of the Property except those arising from the sole negligence or willful misconduct of the Town.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE BUYER HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF THE TOWN BY RECIPIENT.

Signature of Authorized Representative: _____ Date: _____