

**Town of West New York
Hudson County, NJ**

PUBLIC NOTICE OF AUCTION OF AUTOMOBILES

TAKE NOTICE that the undersigned shall expose for sale in accordance with N.J.S.A. 40A:11-36 at
PUBLIC AUCTION

on: Tuesday, April 17, 2012 at 11:00 a.m.

at the **Municipal Court Chambers, 428 - 60th Street, West New York, New Jersey**, the automobiles set forth herein. The Town reserves the right not to auction any or all of the Automobiles listed below on the date of the auction at its sole discretion.

TAKE FURTHER NOTICE that:

1. The Automobiles to be auctioned can be inspected starting two-hours prior to Auction at the following locations by contacting the WNY Police Dept. Traffic Division 201-295-5025::

D.P.W. Garage, 6200 Dewey Avenue, West New York, NJ 07093

TAKE FURTHER NOTICE that the following conditions apply to the sale:

- A. The aforesaid Automobiles are to be sold without any representation by the Town of West New York and is to be conveyed "as is" without any representation or warranty, either express or implied, as to its present condition, all such express or implied warranties being expressly disclaimed. The Town shall make no representation as to the condition, use, size, or quality of title of the subject property to be sold.
- B. The Automobiles listed on the attached list are offered for sale, in any combination.
- C. Sale shall be subject to all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property and the transfer of such property.
- D. In the discretion of the Town, in addition to any bid price, the successful bidder may be required to pay to the Town all costs incurred by the Town in connection with this sale, including but not limited to appraisal costs, legal advertising and legal fees. If these costs are to be charged, these costs shall be itemized by the Town prior to the opening of the auction and apportioned pro-rata among each vehicle put up for auction, such cost to be paid by the successful bidder(s) at closing.
- E. Upon the date of delivery of vehicle to the purchaser, the transfer of title, the titling of the vehicle in the purchaser's name, or registration of vehicle in purchaser's name with the Motor Vehicle Commission or other governmental agency, whichever occurs earlier, risk or loss or

damage to property by fire, storm, burglary, vandalism or other casualty shall be assumed by the purchaser, who shall be completely responsible therefore without any claim against the Town. The purchaser shall not be released, by reason of any such loss or damage to the property from any obligation hereunder and shall at his own expense properly repair and restore the same. Without limiting the obligation of the purchaser hereunder, the proceeds of any insurance coverage provided by the purchaser shall be made available to the purchaser for such repair or restoration.

- F. Further from the date of the contract of sale, the purchaser shall release the Town (including its agents, officials, officers, employees, and assigns, collectively "Town") from any loss or damage to property, or injury to or death of, any person occurring, on or about or resulting from, any defect in the property to be conveyed, or arising from any act or omission on the part of the Town or Purchaser, and agrees that the to indemnify and hold the Town harmless against, any loss or damage to property, or injury to or death of, any person occurring on or about or resulting from, any defect in the property to be conveyed, arising from any act or omission on the part of the Town or Purchaser.
- G. In the event the purchaser has not fully and faithfully complied with all the terms, conditions, requirements or regulations of sale, and/or failed to observe any restrictions on the use of the property as may be set, the Town may declare such contract of purchase as terminated and at an end and all monies paid on behalf of the purchase price may be retained by the Town as its liquidated damages. The Town, may, thereupon, pursue any and all remedies available to it, whether at law or in equity, as well as any remedies contained in any documents executed by the purchaser and the Town. 27.
- H. All sales shall be subject to acceptance or rejection by the governing body.
- I. Non-Material conditions of sale may be modified by the Town, at the Town's sole discretion, on the date of sale upon notice to all assembled at the auction. The Town shall have the right at all reasonable times to determine compliance with the Contract of Sale, or to enforce any remedies in the event of default. The Town reserves the right to reject any and all bids in the public interest.
- J. The price set forth as a minimum (\$25.00 for each car & \$100.00 for each truck and/or sweeper), is merely upset price, and does not constitute market value or future assessments.

The following is a list and description of the vehicles to be sold:

NJ REG	VIN	MAKE, MODEL, AND COLOR	DEPT	LOCATION
1. MG15559	T17DB9V587261	1979 GMS Salter Truck, White	DPW	TOWN GARAGE
2. MG15302	1GDG7D1B9EV505056	1984 GMC Salter Truck, White	DPW	TOWN GARAGE
3. MG38TE	1GDL7D1B1FV517234	1985 GMC Salter Truck, White	DPW	TOWN GARAGE
4. MG15599	1A9Y24DR5TR059062	1996 Mobil Sweeper, White	DPW	TOWN GARAGE
5. WZX61U	KLATA5268YB472334	2000 Daewoo Sedan, Green	POLICE	TOWN GARAGE

Dated: March 21, 2012

CARMELA RICCIE, RMC,
TOWN CLERK

By Order of the Mayor and Board of Commissioners