

**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: Monday, June 14, 2010 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  
WNY Pound, Hillside Avenue, West New York, NJ**

**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 vehicle), 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:**

<b>NJ Reg</b>	<b>VIN #</b>	<b>Make and Model and Color</b>	<b>Dept</b>	<b>Space</b>
MG61TD	4V2DC FBD2M N6402 89	1991 Packer WX6 Trk White	DPW # 37	Garage
MG15599	1A9Y2 4DR5T R0590 62	1996 MOB NCV	DPW	Garage
MG50327	1GDJK 34U52 E2900 72	2002 GMC PICKUP BLUE	DPW # 74	Garage
MG28000	1GTHK 34R6V E5187 31	1997 GMC PICKUP BLUE	DPW # 51	Garage
MG541S	2GCEC 24H3G 11779 90	1986 CHEVY PICKUP GREEN	POLICE	Pound 7
	2FAFP 71W4X X1744 46	1999 FORD CROWN VIC WHITE	POLICE #14	Pound 15
	2FALP 71W5T X1852 26	1996 FORD CROWN VIC WHITE	POLICE #05	Pound 46
	2FAFP 71W6X X1744 47	1999 FORD CROWN VIC WHITE	POLICE #06	Pound 47
	2FAFP 71W9X X1629 41	1999 FORD CROWN VIC WHITE	POLICE #15	Pound 52
MG42254	1G4HP 54C4J H4675 17	1988 BUICK LES 4DR GRAY	POLICE	Pound 33
MG34TC	1FDJS 34L1H HB229 93	1987 FORD AMBULANCE	POLICE SSU94	Garage
S3614	JKAKZ CP2XW B5161 71	1998 KAWASAKI MOTRCYCLE	POLICE # 03	Garage
MG65TD	1B7KE 26Z5L S7686 12	1990 DODGE PICKUP GRAY	PARKS	Pound 36
MG27TD	2B4FK 2538L R6821 97	1990 DODGE WAGON	PARKS	Pound 11
MG60440	1D7GL 12K34 S7190 74	2004 DODGE DAKATOA GRAY	PARKS	Pound 38

**Dated: May 19, 2010**

CARMELA RICCIE, RMC,  
TOWN CLERK

By Order of the Mayor and Board of Commissioners