

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #20-348

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP
OF HOPEWELL AUTHORIZING THE SALE OF SURPLUS PROPERTY
THROUGH PUBLIC AUCTION**

WHEREAS, the Township of Hopewell is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, N.J.S.A. 40A:11-36 allows for the disposal of public property; and

WHEREAS, the Township is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED by the Township of Hopewell in the County of Mercer, as follows:

- (1) The sale of the surplus property shall be conducted through US GOVBID 300 Commerce Drive, 1 Industrial Way West, Bldg A, Eatontown, NJ 07724 accordance with the terms and conditions as attached; and
- (2) The sale will be conducted online, and the address of the auction site is usgovbid.com; and
- (3) The sale is being conducted pursuant to Local Finance Notice 20019-15; and
- (4) A list of the surplus property to be sold is as follows:

See attached listing.

- (5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The Township reserves the right to accept or reject any bid submitted.

Date Adopted: October 5, 2020

CERTIFICATION

I, Laurie E. Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 5th day of October, 2020, via Zoom Video Communications.



Laurie E. Gompf, RMC, CMC
Municipal Clerk

Hopewell Township Public Works Auction Sheet

Lot #	Unit #	Year	Make and Model	Vin/Serial Number	Mileage	Hours	Condition	Min. Bid Requirement	Changes
1	N/A	N/A	American Road 11' Plow	AK-2302	N/A	N/A	Unknown	\$150.00	
2	N/A	N/A	American Road 11' Plow	AK-2338	N/A	N/A	Unknown	\$150.00	
3	N/A	N/A	Gledhill 11' Plow	N/A	N/A	N/A	Unknown	\$150.00	
4	N/A	N/A	Viking 11' Plow	CE06417-1	N/A	N/A	Unknown	\$150.00	
5	N/A	N/A	Western Plow	N/A	N/A	N/A	Unknown	\$50.00	
6	N/A	N/A	Meyers Plow	N/A	N/A	N/A	Unknown	\$50.00	
7	N/A	N/A	Gledhill 11' Plow	74633	N/A	N/A	Unknown	\$150.00	
8	N/A	N/A	Gledhill 11' Plow	N/A	N/A	N/A	Unknown	\$150.00	
9	N/A	N/A	American Road 11' Plow	AK-2301	N/A	N/A	Unknown	\$150.00	
10	N/A	N/A	Gledhill 11' Plow	N/A	N/A	N/A	Unknown	\$150.00	
11	N/A	N/A	Gledhill 11' Plow	N/A	N/A	N/A	Unknown	\$150.00	
12	N/A	N/A	Gledhill 11' Plow	62948	N/A	N/A	Unknown	\$150.00	
13	N/A	N/A	Gledhill 11' Plow	N/A	N/A	N/A	Unknown	\$150.00	
14	233	2014	Chevrolet - Tahoe SSV, 5.3L, V8	1GNSK2E0XER186521	135,878	N/A	Unknown	\$200.00	
15	209	2014	Ford Police Interceptor Sedan, 3.7L, V6	1FAHP2MK7E6148432	120,230	N/A	Unknown	\$200.00	
16	224	2012	Chevrolet Tahoe SSV, 5.3L, V8	1GNSK2E00CR242074	147,186	N/A	Unknown	\$200.00	
17	63	2000	Old Dominion Brush Leaf Collector	12992847	N/A	2-451	Unknown	\$500.00	
18	85	N/A	John Deere with trailer	N/A	N/A	N/A	Unknown	\$100.00	
19	80	1998	NEWHOLLAND TS100	109499B	N/A	6-253	Unknown	\$200.00	
20	69	1989	Beuthling Broo 14 Kohler	10832	N/A	N/A	Unknown	\$100.00	

Lot #	Unit #	Year	Make and Model	Vin/Serial Number	Mileage	Hours	Condition	Min. Bid Requirement	Changes
21	77	2000	Rosco Stone Chipper	40017	N/A	N/A	Unknown	\$10,000.00	
22	107	1990	M-B Co-Buggy	50121	N/A	N/A	Unknown	\$75.00	
23	TINK-3	N/A	Tink claw	N/A	N/A	N/A	Unknown	\$50.00	
24	N/A	N/A	Toro Z-master	N/A	N/A	N/A	Unknown	\$50.00	
25	44	N/A	Tailgate Spreader	N/A	N/A	N/A	Unknown	\$50.00	
26	26	N/A	Roll-off Dump Body	N/A	N/A	N/A	Unknown	\$200.00	
27	26	N/A	Roll-off Flat Body	N/A	N/A	N/A	Unknown	\$200.00	
28	26	N/A	Roll-off Metal Container	N/A	N/A	N/A	Unknown	\$200.00	
29	N/A	N/A	Saltlog V-body Sander	N/A	N/A	N/A	Unknown	\$200.00	
30	N/A	N/A	Speed trailer	031128-0019	N/A	N/A	Unknown	\$50.00	
31	N/A	N/A	Alamo boom arm (broken)	N/A	N/A	N/A	Unknown	\$10.00	
32	N/A	N/A	Alamo arm, weight, cradle, base	N/A	N/A	N/A	Unknown	\$300.00	
33	N/A	N/A	Sun Machine 500-e/ alignment heads	N/A	N/A	N/A	Unknown	\$10.00	
34	N/A	N/A	Thermal Dynamics Plasma Cutter	N/A	N/A	N/A	Unknown	\$10.00	
35	N/A	N/A	Transtech II Trans service system	N/A	N/A	N/A	Unknown	\$10.00	
36	N/A	N/A	Pallet of various parts	N/A	N/A	N/A	Unknown	\$10.00	
37	N/A	N/A	Pallet of various computer parts	N/A	N/A	N/A	Unknown	\$10.00	
38	N/A	N/A	Pallet of various computer parts	N/A	N/A	N/A	Unknown	\$10.00	
39	N/A	N/A	Pallet of various computer parts	N/A	N/A	N/A	Unknown	\$10.00	
40	N/A	N/A	8 P235/55r17 eagle rs-a	N/A	N/A	N/A	Unknown	\$100.00	
41	N/A	N/A	stihl 088	N/A	N/A	N/A	Unknown	\$100.00	
42	N/A	N/A	Fire-proof cabinet	N/A	N/A	N/A	Unknown	\$10.00	
43	N/A	N/A	Bucket of Radius	N/A	N/A	N/A	Unknown	\$50.00	
44	N/A	N/A	Jointer Delta	SH001147	N/A	N/A	Unknown	\$50.00	

Lot #	Unit #	Year	Make and Model	Vin/Serial Number	Mileage	Hours	Condition	Min. Bid Requirement	Changes
45	N/A	N/A	Dust Collector Delta	N/A	N/A	N/A	Unknown	\$10.00	
46	N/A	N/A	Pallet of Lights	N/A	N/A	N/A	Unknown	\$10.00	
47	N/A	N/A	General Pipe cleaners Gen-Eye Camera and Reel	N/A	N/A	N/A	Unknown	\$10.00	
48	N/A	N/A	Bren Vinyl Cutter 555 Power-Pro	1213005989605-0706	N/A	N/A	Unknown	\$10.00	
49	N/A	N/A	Pallet of Sealed Lead Acid Batteries	N/A	N/A	N/A	Unknown	\$80.00	
50	N/A	N/A	Confined Space Tripod (Non-Certified)	N/A	N/A	N/A	Unknown	\$10.00	
51	N/A	N/A	Robinair Enviro Charge r-12	N/A	N/A	N/A	Unknown	\$50.00	
52	N/A	N/A	Robinair R-134a Machine	N/A	N/A	N/A	Unknown	\$50.00	
53	N/A	N/A	Pallet Of Crack Sealer Material	N/A	N/A	N/A	Unknown	\$20.00	
54	N/A	N/A	Broom Attachment	N/A	N/A	N/A	Unknown	\$1.00	
55	N/A	N/A	Fuel Pump	N/A	N/A	N/A	Unknown	\$1.00	
56	N/A	N/A	Pallet of Heat Pumps	N/A	N/A	N/A	Unknown	\$20.00	
57	N/A	N/A	Wet-Stone Cutter	N/A	N/A	N/A	Unknown	\$40.00	
58	N/A	N/A	John Deere Snow Blower	N/A	N/A	N/A	Unknown	\$20.00	
59	N/A	N/A	D.A.R.E.Trailer	N/A	N/A	N/A	Unknown	\$1.00	
60	N/A	N/A	Backhoe Bucket	N/A	N/A	N/A	Unknown	\$50.00	
61	N/A	N/A	Rear-Packer Leaf Chute	N/A	N/A	N/A	Unknown	\$100.00	
63	N/A	N/A	Various Playground Equipment	N/A	N/A	N/A	Unknown	\$1.00	
64	N/A	N/A	Open Landscape Trailer	N/A	N/A	N/A	Unknown	\$10.00	
65	N/A	N/A	Little Dump Trailer	N/A	N/A	N/A	Unknown	\$1.00	
66	N/A	N/A	2 Light Posts	N/A	N/A	N/A	Unknown	\$10.00	
67	N/A	N/A	Truck Bed Cap	N/A	N/A	N/A	Unknown	\$1.00	
68	N/A	N/A	Pallet of A.V. Equipment	N/A	N/A	N/A	Unknown	\$10.00	
69	N/A	N/A	Sul-Air Compressor	N/A	N/A	N/A	Unknown	\$10.00	

Lot #	Unit #	Year	Make and Model	Vin/Serial Number	Mileage	Hours	Condition	Min. Bid Requirement	Changes
70	30	2001	Sterling L8500 8-3	H31032	98,543	8,248	Unknown	\$1,000.00	

AUCTION LIQUIDATION SERVICES

800-563-9740 FAX 732-542-2099
PO BOX 1216, EATONTOWN, NJ 07724



CONTRACT FOR ONLINE AUCTION

This agreement is between USGovBid/ Auction Liquidation Services, having its principal place of business at 1 Industrial Way West, Bldg A, Eatontown, NJ 07724 and the Township of Hopewell (Client), having its principal place of business at 201 Washington Crossing Pennington Road, Titusville, NJ 08560.

Term: This contract is valid from one year from the date of execution. A one year extension may be granted at the discretion of both parties.

Three Options Available:

- Full Service:** Full service includes a complete photo shoot. USGovBid.com will place all listings on the Internet, collect all proceeds and handle all customer service.
- Partial Service:** Your Agency would take all the photos of auction items, USGovbid.com will place all listings on the internet, collect all the proceeds and handle all customer service.
- Self Service:** Your Agency would take all the photos of the auction items, send the listing to USGovbid.com to place on the internet, collect all the proceeds and handle all customer service

Description of Service: USGovBid/Auction Liquidation Services will list items that the Agency has for sale for potential buyers to bid upon these items via an Internet based auction system.

Beginning on May 1, 2015, USGovBid implemented an online registration fee in an effort to prevent fraud and nonpayment for auction items. All new online Bidders are required to make a \$100 screening fee via PayPal to bid on our government online auctions. There will be absolutely NO REFUNDS for payment defaults, late payments or late removals.

USGovBid/Auction Liquidation Full Services Responsibilities: In addition to the Internet Auction, the auction company will provide the following services according to the service which is chosen above.

1. Auctioneer will take 5 to 10 digital photos of each item, lot each item and list provided description.
2. Load all items on the internet auction site and handle all aspects of the online auction.
3. Auctioneer will post online all Terms and Conditions of the sale.
4. Provide customer service via telephone or email.
5. Marketing of the Online Auction.
6. Auctioneers agree to keep accurate records of sale and allow the Agency to examine the records.
7. In the event that a bidder defaults on payment on a single or multiple items or the items do not sell for any reason other than a reserve price or minimum bid, USGovBid/Auction Liquidation Services will relist the items at no cost to the Agency.

Client Responsibilities:

1. Agency warrants and represents to the Auctioneer that the Agency has the full authority and lawful power to sell and shall deliver title to the property. Agency represents that they own the property, free of all liens, encumbrances and indebtedness and that the said property could be auctioned without violation of any Federal, State or other regulation. However, confiscated items may be claimed by the owner until the date of the auction.
2. Agency agrees to have all items for auction available at least one week prior to the auction so the Auction Company may photograph said items.
3. All vehicles/equipment that are included in said auction must be staged in a safe and secure designated area. Seller needs number the items and provide a numbered corresponding list including information regarding year, make, model, mileage, title, case number, distribution of titles, flood status, running condition and a copy of any public notice and/or resolution including times, dates, location of the auction and preview/inspection dates and times at least 2 weeks prior to the online listing of the auction.
4. Agency agrees not to interfere with, prevent, or prohibit the Auctioneer, in any manner from conducting and carrying out their duties and obligations under this agreement prior to or during said auction.
5. Agency agrees to cooperate with the Auctioneer in order to provide a successful auction.
6. Agency understands that all items are to be sold at no reserve or at agency's confirmation.
7. Agency agrees to have at least 1 person available for preview and for pickup of sold items and distribution of keys/titles of any vehicles/equipment included in the auction.

Compensation to Auctioneers:

1. Auctioneer shall receive as compensation for promoting and conducting the online auction 6.5% commission, which shall be payable by the Seller. This amount does not include any allocation for advertising or the personal property to be sold. Said amount is simply the compensation given to the Auctioneers for the performance of their obligations as defined herein. Seller understands that the Auction Company will be charging a 2.5% Buyer's Internet Service Fee and (which is payable by the buyer to the Auction Company) and it will be retained by USGovBid/Auction Liquidation Services
2. At settlement, Auction Liquidation Services will collect all monies and instrument of credit and will pay the Agency full proceeds minus commission with a check from Auction Liquidation Services check within 15 business days of the close of auction.

Liquidated Damages:

1. Auctioneer cannot and will not be held responsible for any interruption in service, errors and/or omission caused by any means and does not guarantee continual, uninterrupted or error free services or use of the site. The Agency acknowledges that the auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of the Auctioneer is final. Auction Liquidation Services will notify the original bidders of the new date and time if a sale is continued or re-opened.
2. The Auctioneer is not to be held liable for any person who has not completed his bid obligations. In the event that the bidder defaults on payment on a single or multiple items USGovBid/Auction Liquidation Services will relist the items at no cost to the seller.

Date of Online Auction:

1. The Online Auction(s) will be held on various dates between March 2020 through March 2021 to be agreed upon between the parties with inspection on dates to be announced at various locations in Hopewell Township, NJ and they will be conducted online at www.usgovbid.com

Attorney's Fees:

1. In the event that either party resorts to litigation to collect all or any part of the compensation due herein, or to enforce its rights under this agreement, the prevailing party shall be entitled to reasonable attorney's fees to be added to the judgment.

The Above Agreement is accepted and agreed to:

USGovBid / Auction Liquidation Services

By: _____

Name: Stephan J. Miranti or Diane I. Enright

Title: _____

Date: _____

Client: _____

By: _____

Name: _____

Title: _____

Date: _____

Primary Contact Person:

Name: Diane I. Enright

Title: Online Auction Operations Manager

Phone #: 732-542-2077

Fax #: 732-542-2099

Email: diane@auctionlistservices.com

DE 2/2020

Primary Contact Person:

Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

LEGAL NOTICE

AUCTION OF PUBLIC PROPERTY

The Township of Hopewell will be auctioning off certain property no longer required or public use through the Townships vendor for online auction of items US Govbid, at www.usgovbid.com.

The auction will take place online only between the dates of xxxxxx,2020 and xxxxxx,2020.

The items for auction are as follows:

American Road 11' Plow, American Road 11' Plow, Gledhill 11' Plow, Viking 11' Plow, Western Plow, Meyers Plow, Gledhill 11' Plow, Gledhill 11' Plow, American Road 11' Plow, Gledhill 11' Plow, Gledhill 11' Plow, Gledhill 11' Plow, Gledhill 11' Plow, Chevrolet - Tahoe SSV, 5.3L,V8, Ford Police Interceptor Sedan, 3.7L,V6, Chevrolet Tahoe SSV, 5.3L,V8, Old Dominion Brush Leaf Collector, John Deere with trailer, NEWHOLLAND TS100, Beuthling B100 14 Kohler, Rosco Stone Chipper, M-B Go-Buggy, Tink claw, Toro Z-master, Tailgate Spreader, Roll-off Dump Body, Roll-off Flat Body, Roll-off Metal Container, Saltdogg V-body Sander, Speed trailer, Alamo boom arm (broken), Alamo arm, weight, cradle, base, Sun Machine 500-e/ alignment heads, Thermal Dynamics Plasma Cutter, Transtech II Trans service system, Pallet of various parts, Pallet of various computer parts, Pallet of various computer parts, Pallet of various computer parts, 8 P235/55r17 eagle rs-a stihl 088, Fire-proof cabinet, Bucket of Radios, Jointer Delta Dust Collector Delta, Pallet of Lights, General Pipe cleaners Gen-Eye Camera and Reel, Bren Vinyl Cutter 555 Power-Pro, Pallet of Sealed Lead Acid Batteries, Confined Space Tripod (Non-Certified), Robinair Enviro Charge r-12, Robinair R-134a Machine, Pallet Of Crack Sealer Material, Broom Attachment, Fuel Pump, Pallet of Heat Pumps, Wet-Stone Cutter, John Deere Snow Blower, D.A.R.E Trailer, Backhoe Bucket, Rear-Packer Leaf Chute, Various Playground Equipment, Open Landscape Trailer, Little Dump Trailer, 2 Light Posts, Truck Bed Cap, Pallet of A.V. Equipment, Sul-Air Compressor, Sterling L8500 8.3

The Township of Hopewell reserves the right to reject or accept any bid submitted.