



TOWN OF DEERPARK

GARY I. SPEARS, SUPERVISOR
ALAN F. SCHOCK, COUNCILMEMBER
ARTHUR TROVEI, COUNCILMEMBER
CHRISTA HOOVLER, COUNCILMEMBER
ROBERT WHITNEY, COUNCILMEMBER

RESOLUTION #3 OF 2026

Authorizes Supervisor to sign Contract With Auctions International

BEIT RESOLVED, That the Deerpark Town Board hereby authorizes Supervisor Gary Spears, to sign contract with Auctions International.

Dated: January 5, 2026

Motion by: Christa Hoovler 2nd by Robert Whitney

Roll Call 3 Ayes:

Councilmember: Alan Schock
Councilmember: Robert Whitney

Councilmember: Christa Hoovler

Absent: Councilmember: Arthur Trovei
Supervisor Gary Spears

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this 5th day of January 2026

Town Seal

Florence T. Santini, Town Clerk

420 U.S. ROUTE 209 – PO BOX 621, HUGUENOT, NEW YORK 12746

PHONE – 845-856-2210, Ext. 1 FAX – 845-856-0935

E-MAIL – townboard@townofdeerpark.org

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 1/1/2026, between Town of Deepark, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as is, where is", subject to the Seller's terms.

The Seller agrees to provide titles, keys and all other proof of ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and / or provided by the electronic means to the Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed-upon dates and times. The terms and prices of this contract shall remain in effect for two years after the agreement is executed based on the means of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as is, where is", with no warranty, expressed, implied or otherwise, and with the government Seller retaining the right to reject any bids that are insufficient. The Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the past prices page of the Auctioneer's website.

Purchasers will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for any vehicles/older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is no commission charged to the Seller.

The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items for the following fee: \$30 for each motorized vehicle/equipment item, and \$5 for each general merchandise auction lot. Listing fees are deducted from the net sale proceeds, before final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within 15 business days after the Seller approves the bids for the sale items, and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to the possession of the Seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller any unsold merchandise can be re-listed in the future online auction at no cost to the Seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) Gary Spears Seller's Authorizing Signature
GARY Spears Town Supervisor Printed Name and Agency Title
845-856-2210 Telephone Number

(x) PO Box 621 | 420 RTE 209 Huguenot, NY 12746 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) g.spears@townofdeeparkny.gov Seller's E-Mail Address

(x) _____ Auctioneer's Signature
_____ Auctioneer's Printed Name
_____ Date