

NYS Canal Corp, Fonda-NY #35372
Auction Opens: Fri, Nov 17 7:44am ET

Auction Closes: Fri, Dec 1 8:25pm ET

Lot Title

- 0001** (92114) 1996 New Holland/Ford 555D Backhoe
- 0002** 2011 Sgree 21' Trailer with Ramps
- 0003** 1996 Tiger Line 8' Trailer
- 0004** (NC293) 2010 Chevy Impala Sedan
- 0005** (NC1202) 2012 Ford F250 Crew Cab Pickup
Truck

Payment Terms: Payment will be due immediately upon notification of seller approval by email invoice, after the Seller approves the bids. After you receive the invoice, you will have five (5) business days to get your payment mailed to our office, or your account will be suspended, and the item will be awarded to the backup-bidder, or re-listed. Please mail payment in certified funds or money order to: Auctions International, 11167 Big Tree Road, East Aurora, NY 14052. Payment questions? Please Call: 1-800-536-1401 x 201. GENERAL QUESTIONS: email service@auctionsinternational.com

Payment Methods: We accept cash, cashier's check, wire/bank transfer and credit cards.

Out-of-State Buyers: Buyers outside of New York State need to send us a completed [NY State DTF Form](#) before we can remove sales tax from their invoices.

Successful High Bidders: Please note when you are provided an invoice to pay, there are two different payment amounts. 1) A non-discounted rate for payments made with credit/debit cards, and, 2) A discounted rate for payments made with certified funds; cash, bank transfer, guaranteed funds or money order.

Please make sure your payment amount reflects your choice of payment method.

Individuals who pay the non-discounted rate with cash or guaranteed funds will have a one-time, courtesy refund issued for the overpayment. Subsequent overpayments will have a \$35 administrative fee deducted from the remittance amount (or charged against) the invoiced buyer. Please make sure you are paying the correct amount, per your means of payment.

Must contact Nick Neznick at Nicholas.Neznek@canals.ny.gov to arrange for pickup. Item(s) located at 30 South Bridge St., Fonda, NY 12068. Montgomery County

THE NEW YORK POWER AUTHORITY ?AUTHORITY? DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.

The Bidder warrants that he/she is not a current or former Authority employee OR New York State Canal Corporation ?Corporation? employee, is not related to an Authority employee or Corporation employee and did not bid on behalf of an Authority or Corporation employee. Bidder is aware that Authority and Corporation employees and their family members are precluded from subsequently receiving, or acquiring, in whole or in part, by any manner including gift, sale, loan or lease, the personal property acquired by the Bidder pursuant to this sale. The term "related to" as used in this paragraph means the relationships of spouse, child, parent, sister, brother, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, stepchild, stepparent, stepsister, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. The Authority reserves the right to invoke any available legal or equitable remedy in the event of a breach by the Bidder of his or her warranty under this paragraph, including but not limited to, rescinding the sale and recovering the property sold and all costs associated with the sale and the rescission of said sale.

The Buyer shall indemnify and hold harmless the Authority, the Corporation and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense, on account of damage or contamination to property and injuries, including death, to all persons, including Buyer's employees, or any third parties, arising or in any manner growing out of the sale of any personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the Authority and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

?Valid certificate of Insurance required listing the New York Power Authority and the State of New York as additional insureds with a minimum limit of \$1 Million in General Liability per occurrence.

Once your invoice has been paid, please log into your Auctions International account and retrieve the Paid Invoice from your Invoices tab. You can then print it directly from there. Payment DUE within FIVE (5) business days, ANY MERCHANDISE LEFT ON PREMISES AFTER TEN (10) BUSINESS DAYS WILL REVERT BACK TO THE POSSESSION OF THE SELLER, WITH NO REFUND ISSUED.

[Click here for direct deposit / wire transfer instructions.](#)

When picking up lots/items the following is required:

[Photo ID](#)

[Copy of PAID invoice](#)

If a lot/item needs to be dis-assembled or cannot be reasonably removed without a crane or similar heavy equipment, a Canal Work Permit with proof of appropriate insurance(s) may be required. If you have any questions regarding what will be required. It is your responsibility to contact the NYS Canal Corp respective Section Superintendent (contact listed on the invoice) regarding this prior to picking up.

PLEASE CONTACT, regarding all insurance/Work Permit requirements: Dave Boshart @ (518) 449-6031 Large & heavy loads, plan accordingly with your own equipment, labor & prompt removal. To

physically remove certain items from the Corporation's premises, the successful bidder may be required to obtain a Canal Work Permit. Requirements for Work Permits are set forth in TAP-922. Refer to ><https://www.canals.ny.gov/business/realproperty/permits.html> for additional conditions related to Work Permits.

Valid certificate of Insurance required listing the New York State Canal Corporation, New York Power Authority and the State of New York as additional insureds with a minimum limit of \$1 Million in General Liability per occurrence. The limit and any additional insurance coverages required may be adjusted based upon the risk associated with the scope of work?

Buyer's Premium: A 14% buyer's premium will be added to invoices paid by credit card (VISA, MC, Disc.) A 10% buyer's premium will be added to invoices paid by cash or certified funds.

11167 Big Tree Rd, East Aurora, NY 14052 -- Phone 800-536-1401 -- Fax 800-569-3334
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