

AGENDA

Wednesday

June 7, 2017

**TOWN OF EASTHAM
BOARD OF SELECTMEN AGENDA
Wednesday, June 7, 2017
5:00 p.m.**

Location: Timothy Smith Room

WORK SESSION:

- A. Hay Road – Neil Andres, DPW Superintendent
- B. Surplus Auctions – Neil Andres, DPW Superintendent
- C. Board Projects for FY18
- D. Board Goals for FY18
- E. Response to Draft Watershed Reports

MINUTES

May 15, 2017 – Regular Session

May 17, 2017 – Work Session

OTHER BUSINESS

Discussion of topics not reasonably anticipated by the Chair 48 hours before the meeting

EXECUTIVE SESSION

To discuss strategy with respect to Landfill Litigation in the matters of Ross, Holway, Remmey, Alexander, Salerno and Schrock v. Town of Eastham when an open meeting may have a detrimental effect on the litigating and negotiating position of the public body and the chair is so declaring.

To review executive minutes from 2015 for release to public when an open meeting may have a detrimental effect on the negotiating and litigating position of the public body and the Chair so declares

MINUTES

May 24, 2017 – Executive Session

Upcoming Meetings

Monday, June 19, 2017	5:00p.m.	Earle Mountain Room	Regular Session
Wednesday, June 21, 2017	3:00p.m.	Timothy Smith room	Work Session

The listing of matters includes those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

This meeting will be audio recorded and written minutes prepared.

Jacqueline Beebe

discussion c Neil
re: Hay Rd issues

From: Neil Andres <nandres@eastham-ma.gov>
Sent: Friday, April 7, 2017 10:06 AM
To: Jacqueline Beebe
Subject: Hay Rd

work session
8/5?

Jacqui - I think it is time for an update with the Board

Survey - Scofield Brothers is putting in some bounds and verifying the road has been relocated off the Chinnaswamy property. Mrs. Chinnaswamy called Scofield brothers this spring and wanted to hire them to put a bound in place. Bob Freeman let her know the town has retained them for the work and that it should be done soon. Scofield brothers is producing a plan which shows the Crary property line and road easement taking. The area of the taking is required so that the Assessing can reduce the size of the Crary parcel so that they are not paying taxes on Hay Road. This is not required for other residents because their lots were established through the subdivision process and they are not being taxed on the fee in the road as it is not include in their lot area. Note- Pins marking the history Crary property line will be installed as agreed to at the last field meeting.

Relocation of Hay Road- I expect we will have to do minor work near the Bridge Road end to move the road 5 feet off the Chinnaswamy property for snow storage. To do so we need to take down a few more trees on the Crary side and remove the last section of fence. Hopefully, we can reach a compromise where the shoulder is graded on the Chinnaswamy side so that the road is 5 feet off the Crary side a little further south on Hay Road. This will help with snow and be beneficial to addressing site distance concerns at the driveway south of the Chinnaswamy's

Fences in road layout - Town can require all fences to be removed from the right of way. That would include the Perry's, Crary's and Fisher's brush fence. For snow and ice, we need some place on the shoulder to store snow. I recommend all fences be removed from the layout.

Paved Aprons - We should have paved aprons at Bridge Road and Governor Prence Road intersections with Hay Road . This defines Hay road so that it does not meander outside the layout , protects the main road from damage, and keeps dirt from being tracked onto the main roads. The aprons need to be wider than 14 feet - radius is required so that vehicles can turn. The apron should be wide enough so that a vehicle can be waiting to exit Hay Road while a vehicle on the main road (with right of way) can turn into Hay Road. On the Bridge Road end , the Bridge Road layout is wide enough for the entire apron to be on Bridge Road. On the Governor Prence end, the apron can only be about 10 feet wide. Outreach on this matter is important as residents could mistakenly think we are paving Hay Road.

Trees- There are several large pitch pine trees on Governor Prence Road that block sight distance for Hay road. Most are in nearing the end of their lives and are in tough shape. One came down this winter an almost took down major power lines. I will put ribbons around them. We should have a tree hearing with the BOS

Stop Sign - We meet warrants for a Stop sign at the Hay/Gov Prence intersection. Due to sight lines and the paved section of Hay road opposing the unpaved section, you can fail to see Governor Prence Road ahead as you approach from Hay Road southbound. Installation of a regulatory sign (stop) requires a hearing with the BOS. We have two other parking regulations to consider as well (Western Ave, Brownell

Neil

From: Jacqueline Beebe [mailto:jbeebe@eastham-ma.gov]
Sent: Wednesday, April 05, 2017 6:05 PM

To: Neil Andres

Subject: RE: GovDeals - & I have a request

Thanks Neil- will review and then we can talk to the Board about it. I do not see a downside. Also, I received a complaint about Jane and Henry Fisher on Hay Road. Evidently, they are building piles of brush on what they think is their property line (in the road layout) and other residents are complaining about not being able to pass with two cars, and one woman tripped while walking. Can you take a drive out tomorrow and let me know what you think? Thanks, Jacqui

From: Neil Andres [<mailto:nandres@eastham-ma.gov>]

Sent: Wednesday, April 5, 2017 4:40 PM

To: Jacqueline Beebe <jbeebe@eastham-ma.gov>

Subject: FW: GovDeals -

Jacqui - Two good options for disposal of surplus:

1. own sealed bid sale - Lots of effort for Laurie with bid opening, tabulation, payment collection, etc.

2. On line auction

Gov Deals - Barnstable County, Barnstable, Yarmouth, Wellfleet, Brewster, and Steamship authority have used them- see attachments

Auctions international <http://www.auctionsinternational.com/auction/town-of-dewitt-highway-10408-10408> - They were at the MMA trade show and the Town of Orleans has used them for appraisals

The County, Yarmouth, and SSA found gov deals got them great prices and it was easy.

A list of surplus is attached. There are a few more items that the BOS needs to declare

This could be \$10,000 - \$15,000 for free cash with little effort.

Neil

From: Scott MacFarland [<mailto:smacfarland@govdeals.com>]

Sent: Wednesday, April 05, 2017 3:18 PM

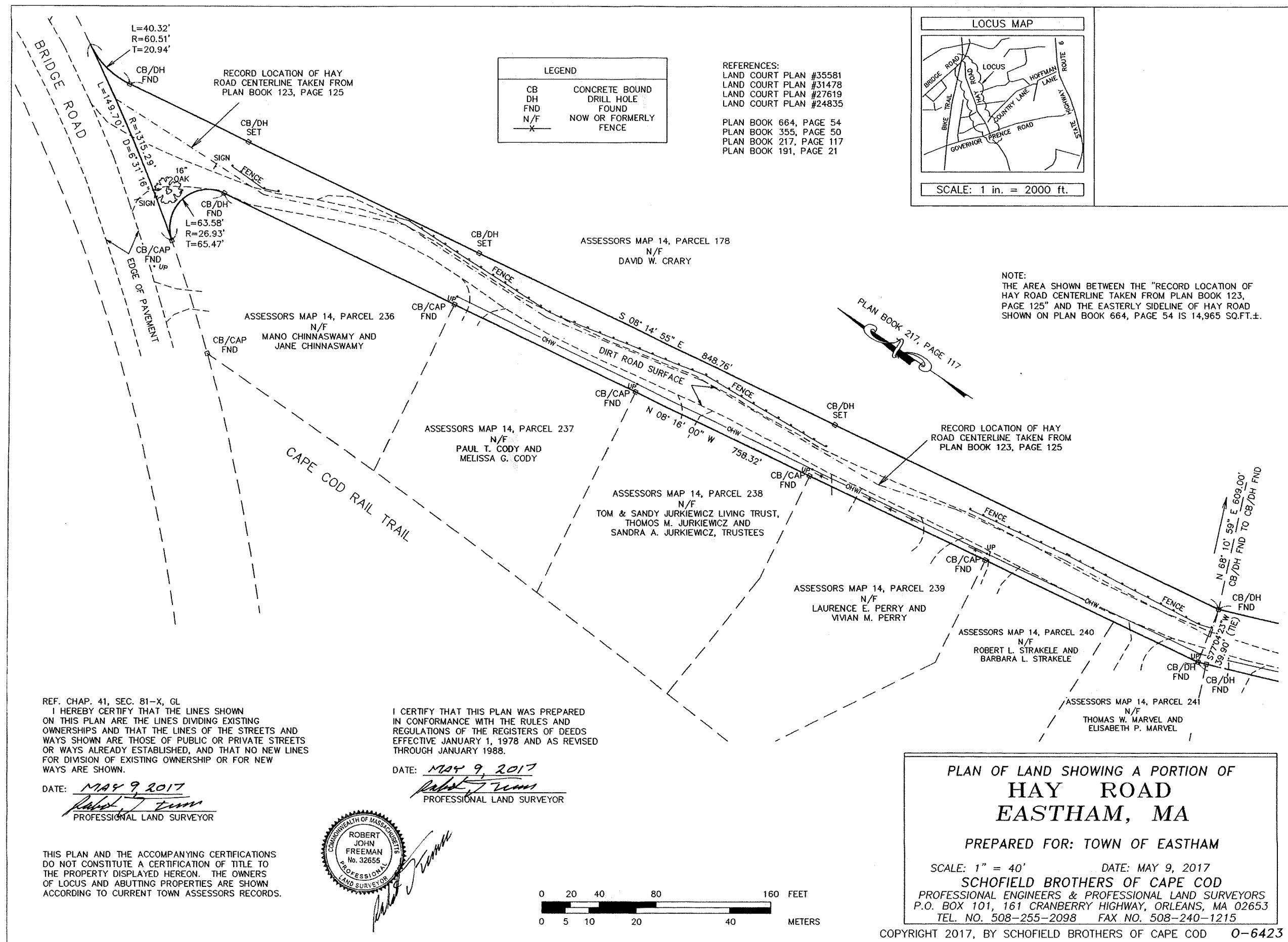
To: Neil Andres

Subject: GovDeals -

Neil,

Thank you for taking the time to chat with me today. I have attached additional information about GovDeals and hope you will find that we truly believe we can assist you in bringing more revenue back to your municipality. I have also included a link to past auction results from other clients that utilize our services in Massachusetts to give you an idea of what we can do.

GovDeals.com





Neil

walksession
5/3?

Welcome - I would like to take this opportunity to introduce myself and our company. My name is Scott and I am the sales representative for your area. Below are some highlights to using GovDeals as your online surplus auction service.

GovDeals – The experienced government surplus auction service provider that brings motivated buyers and trustworthy sellers together. GovDeals hosted its first online auction back in April 2001. GovDeals is an online solution often described as the eBay for government surplus. We only sell surplus and confiscated items for government entities. Currently there are over 9700 clients that have sold on GovDeals with access to over 2.3 million bidders, who compete 24/7 for our extensive list of surplus items.

Some advantages for using GovDeals – On average our clients net around 30% more for their surplus compared to their traditional methods. Items may be sold immediately, rather than waiting for your next traditional auction or sealed bid ad. Items are exposed to a huge audience for a longer period of time, creating more competition. Also, items may be left “as is” and “where is” eliminating unnecessary and costly transportation to an auction site.

The GovDeals agreement is non-exclusive. You may try us and use our service solely at your discretion. GovDeals offers superior training, support and marketing throughout the entire process. Also available to you are the following programs: Financial Settlement Service, where we collect the money on your behalf. uShip, allowing a third party shipper to handle movement of assets. Impound Vehicle Management. Annual Volume Discount and our newest feature, Flexible Pricing Options.

Thank you again for your interest in GovDeals. Please do not hesitate to contact me with any questions you may have concerning the use of our great solution to successfully disposing of your surplus and confiscated items.

Kindest regards,

Scott MacFarland

Sales Representative

New England Region

GovDeals, Inc.

Lake George, New York

Cell: (518) 867-6009

Fax: (334) 387-0519

smacfarland@govdeals.com

www.GovDeals.com

GovDeals talking points

Welcome to GovDeals....

The **experienced** government surplus auction service provider with 9700+ sellers in 48 states, including 13 State Surplus programs...

GovDeals basics.....

An online solution often described as the eBay for government surplus

We only sell surplus and confiscated items for government entities....cities, counties, states, school boards, public utilities, etc

Any registered bidder may buy items on our site.

Over 2.3 million registered and verified bidders, with access to an additional 2 million, who compete 24/7 for our sellers' surplus items.

Doing business with GovDeals

Financial Settlement Services allows us to electronically collect funds from winning bidders.

Patented Tiered Redistribution functionality.

Non-exclusive allows sellers to use GovDeals only when they want to.

GovDeals' staff of 50+ employees continue to work hard in support of your program after you sign up (training, help desk, asset promotion, press release support)

At no additional charge, we actively promote your more expensive or unusual items after conducting market research to determine the best buyer audience.

GovDeals aggressively works to register and support bidders....the key to high prices for your items at auction.

Part of the Liquidity Services, Inc. family. LSI is a growing and financially strong company that has transacted over \$1 Billion in online surplus sales during the most recent 4 years.

The GovDeals advantages...

Our clients use GovDeals because they net considerably more for their surplus on our site.

Items may be sold immediately, rather than waiting for your next traditional auction or sealed bid ad.

Items are exposed to a huge audience for a longer period of time, creating more competition.

GovDeals is a **Green Solution** as items may be left where they are, 'as is'.

Results and satisfied government clients best tell the GovDeals story....

Anyone browsing our site may see the complete auction details and results of EVERY auction item sold during the past 12 months. There are no secrets! This allows you to see how powerful and successful the GovDeals solution is.

GovDeals

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium. *

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays a 0% fee and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee (Option B1), they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule (Only applies to Option B1)

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. **Where an asset sells for more than \$100,000, but less than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
3. **Where an asset sells for greater than \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000.**
4. **Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

Client Logo Here

Client Name

City, State

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “**AS IS, WHERE IS.**” **Client Name** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See instructions on each asset page for inspection details.

Consideration of Bid. **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on [GovDeals](#). Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



Financial Settlement Services (FSS) Addendum

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

2015 surplus sale

Item #	item	discription	year/serial number	fuel	cond	miles	value
1	zero turn mower	Toro 4417	2006 / SN: 260000208	gas	good	N/A	\$ 2,000.00
2	riding mower	Wheel Horse 73501	unknown/SN: 153620	gas	fair		\$ 50.00
3	reel mower	Toro 5400 D	unknown / SN:03543 90405	diesel	poor		\$ 50.00
4	Steam Cleaner	WAP	unknown / 620A		poor		\$ 25.00
5	steel cable	two rolls	unknown		fair		\$ 25.00
6	wire rope	3 rolls	unknown		fair		\$ 25.00
7	Kohler Transfer switch	3 phase	unknown		unknown		\$ 25.00
	Catch Basin Cleaning truck	International 4700	1995 / 1HTSCAAR3TH285062	diesel	poor - frame rust	30187	\$ 5,000.00
		Stetco 920 crane	1995/ 1S9ESM2T7M1252605		good - refurbished		
	Mini-van	Toyota Sienna AWD	2005/ 5DTBA23CX5S050626	gas	poor - radiator failed	116668	\$ 500.00
	Fire Chief SUV	Ford Explorer	2006/ 1FMEU7389UB58801	gas	Poor - Steering issues	unknown	\$ 500.00
	Ejector Trailer	Stetco SEB8696	2004/5EWES382341253911		Poor - rust holes	unknown	\$ 2,500.00
	Ejector Trailer	Stetco semi	1991/ 1S9EGM2T7M1252605		Poor - extensive rust	unknown	\$ 500.00

Conservation Items?

2017 Items TO BE declated surplus

Item #	item	discription	year/serial number	fuel	cond	miles	value
1	Ford Ranger	Picuup 2WD	2000 1FTRYR10V0YTA41054	GAS	INOP	45666	250.00
2	400 KW Generator	Tri town	1990 D960603205	DIESEL	Unknown		0.00
3	Ford F150	Pickup	2006 1FTRWI4W56KB53724	GAS	Poor	52483	1,000.00
4	Ford Explorer	SUV	2006 1FMEU73896ZA13141	Gas	Poor	106283	1,000.00

\$ 13,450.00

BOS Goals and Projects for FY18

EXECUTIVE SESSION