



Office of Financial Services
Purchasing Department

P.O. Box 38
Oakdale, New York 11769-0901
(631) 563-0334
Fax: (631) 589-5268

Contract 7434
Purchase of Real Estate

SUFFOLK COUNTY WATER AUTHORITY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: Suffolk County Water Authority (SCWA) is offering the parcel of property located at 21 McKinney Avenue in Northport for sale. Bid proposals containing an offer to purchase the parcel must be received by SCWA no later than 11:00 A.M. prevailing time on **April 7, 2017** at SCWA's offices at 3525 Sunrise Highway, Great River, New York 11739 at which time and place the proposals will be publicly opened and read aloud.

Proposals shall be delivered overnight or hand delivered to the Purchasing Director at the above address. SCWA assumes no responsibility for bid proposals not received by the Purchasing Director by 11:00 A.M., prevailing time, on the date indicated above. If mailing your bid through the POST OFFICE, bidders must use Suffolk County Water Authority 4060 Sunrise Highway, PO Box 38, Oakdale, New York 11769, Attn: Purchasing Director, Federal Express or UPS shipments use 3525 Sunrise Highway, Great River, NY 11739,

Bids for the parcel must be accompanied by a bid deposit in the form of a certified or bank check, subject to collection, made payable to the SCWA in the amount of \$1,000.00. The successful bidder(s) will receive a credit towards the purchase price equal to the bid deposit. Checks will be returned to the unsuccessful bidders upon award of the contract. Within 30 business days of being selected, the successful bidder must execute a contract of sale with the SCWA for the purchase of the parcel. Failure to enter into a contract may result in forfeiture of the bid deposit. The contract of sale may include a contingency for mortgage financing. A down payment of ten percent (10%) of the purchase price will be required under the contract. The parcels is being sold in an "as is, where is" condition. The parcel is currently exempt from paying real estate taxes. Upon the sale, the exemption will expire.

The parcel is located at 21 McKinney Avenue in Northport.

Additional information is available on SCWA's website at www.scwa.com under Contract 7434.

The house will be open for inspection on two days, March 30 and April 1, 2017 between 12 pm and 2 pm on both days.

The successful bidder(s) will be required to pay any transfer fees associated with the conveyance, including the New York State Transfer Tax.

All bids and bid deposits must be placed in an opaque envelope marked **Contract 7434, Purchase of Real Estate** and addressed to the Purchasing Manager of SCWA, 3525 Sunrise Highway, Great River, New York 11739, but otherwise unmarked.

The SCWA reserves the right to consider the bids for seventy-five (75) days after bid opening, waive any informalities, negotiate with one or more bidders for the right to purchase the parcel, or to reject any or all bids submitted.

For information call 631-563-0334.

Minority and Women Owned Businesses are encouraged to bid.
Visit scwa.com for future bid information.

SUFFOLK COUNTY WATER AUTHORITY

A handwritten signature in blue ink, appearing to read "Jeffrey W. Szabo", with a stylized flourish at the end.

Jeffrey W. Szabo, CEO
Contract 7434
March 13, 2017



PROPERTY FOR SALE

21 McKinney Avenue, Northport - SCTM #404-7-2-8

The parcel is developed with a 1,317 square foot single family house and 570 square foot detached cottage with separate kitchen and bathroom. There are Certificates of Occupancy for both units. The parcel contains 15,000 square feet of area and is in the Residence D zoning district. The parcel's 2016-17 real estate taxes are \$8,959.57.



The main house has 3 bedrooms, one bathroom and a full basement. It is heated by steam heat generated by a natural gas burner and boiler. Appliances include a refrigerator, range/oven, dishwasher, and washer/dryer. There is a fireplace.

The cottage has electric heat and a range/oven.

SCWA will retain an easement over 5,250 square feet of the property as shown on site plan posted at www.scwa.com. This area is enclosed within a fence. The terms of the easement are also posted at www.scwa.com and allow SCWA to use the easement area for water supply purposes. Other information posted on the website includes sketches of the interior of the house, copies of the Certificates of Occupancy and of the parcel's survey.

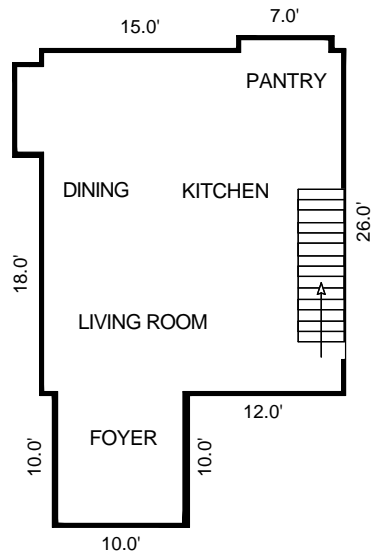
The house will be open for inspection on two days, March 30 and April 1, 2017 between 12 p.m. and 2 p.m. each day. The site may not be otherwise accessed without SCWA permission.

The minimum bid is \$610,000.

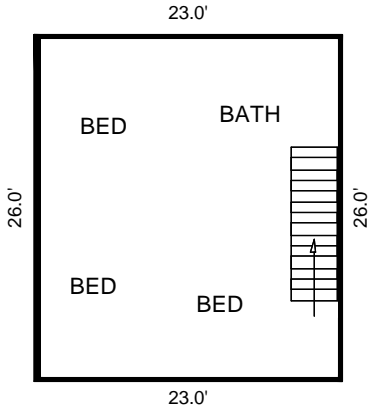
FLOORPLAN SKETCH

Client: SUFFOLK COUNTY WATER AUTHORITY	File No.: 21 MCKINNEY AVENUE
Property Address: 21 MCKINNEY AVENUE	Case No.:
City: NORTHPORT	State: NY Zip: 11768

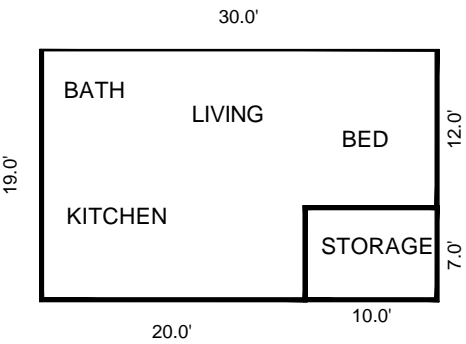
FIRST LEVEL



SECOND LEVEL



COTTAGE



Sketchby/ApeXIV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	719.00	719.00
GLA2	Second Floor	598.00	598.00
TOTAL LIVABLE (rounded)		1317	

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
10.0	x	10.0	100.00
1.0	x	7.0	7.00
1.0	x	7.0	7.00
1.0	x	7.0	7.00
23.0	x	26.0	598.00
Second Floor			
23.0	x	26.0	598.00
6 Calculations Total (rounded)			1317

Indemnification

The Contractor shall defend, indemnify and save harmless, to the extent permitted by law, the Suffolk County Water Authority, its members, officers, agents, servants, and employees against and from all suits, losses, demands, claims, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Suffolk County Water Authority or any of its members, officers, agents, servants and employees may be subjected by reason of injury to any person or to the property of the Suffolk County Water Authority or of others resulting from the performance of the Contract, or through any act or omission on the part of the Contractor or his agents, employees, servants or subcontractor(s), or through any improper or defective machinery, implements or appliances used by the Contractor, his agents, employees, servants or subcontractor(s) in the performance of the Contract, and Contractor understands and agrees that he shall defend, indemnify and save harmless, to the extent permitted by law, the Suffolk County Water Authority, its members, officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials, in the performance of the Contract.

Confidential Information

The SCWA is subject to the provisions of the New York State Freedom of Information Law ("FOIL"). Under FOIL, certain SCWA records are subject to public inspection upon request. However, trade secrets or information submitted to SCWA which if disclosed would cause substantial injury to the competitive position of a commercial enterprise may be (but are not automatically) exempt from public inspection under FOIL. If a proposal contains such information, the vendor may wish to conspicuously identify the information and request that the identified information be withheld from public inspection. SCWA shall review such requests on a case by case basis. Failure to identify such information shall be deemed consent to public inspection of the entire proposal.

Contact Information

Pursuant to State Finance Law sections 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between the Authority and Bidders during the procurement process. A Bidder is restricted from making contacts (i.e., an oral, written, or electronic communications, which a reasonable person would infer as an attempt to unduly influence the award, denial, or amendment of a contract) to any Authority member, employee or agent unless it is a contact that is included among certain statutory exemptions as set forth in State Finance Law sections 139-j (3) (a) from issuance of the Solicitation through final award and approval of the resulting Procurement Contract by the Authority (the "Restricted Period").

All communication concerning this Solicitation should be addressed to the SCWA's Purchasing Director, Marlon Torres, 631-563-0334 or at marlon.torres@scwa.com. The Authority may schedule a conference with the vendor(s) prior to any award. Authority personnel are required to obtain certain information if contacted during the Restricted Period. Upon the basis of this information, the Authority will make a determination of the responsibility of the Bidder who made the contact pursuant to statutory provisions. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period by a Bidder, a Bidder will be debarred from obtaining Authority or other governmental Procurement Contracts. Further information about these requirements can be found in the Authority's Guideline Regarding Contacts during an Authority Procurement at www.scwa.com.

The SCWA reserves the right to disqualify any bidder which makes unauthorized contacts to SCWA.

Bidders are required to complete the attached forms titled "Form of Offerer Disclosure of Prior Non-Responsibility Determination" and "Affirmation of Understanding and Compliance" and return the completed forms with your proposal.

**FORM OF OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If yes, please answer **2 thru 4** questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional information on reverse if necessary)

BIDDER'S MUST ANSWER QUESTIONS 5 & 6

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details below:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please Circle) No Yes

Offerer certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law 139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

AFFIRMATION OF UNDERSTANDING AND COMPLIANCE

Contract Number Related to Offer: _____

_____ hereby affirms that it has read and understands the Suffolk County Water Authority's guidelines regarding its policy concerning Contacts during an Authority Procurement, and agrees to comply with SCWA's procedures relating to this policy during the SCWA procurement.

Date: _____ 20__

Name of Officer: _____

Address: _____

Name and Title of Person Signing the Affirmation

Contract No. 7434

Name:	
Signature:	
Title	
	PRINT OR TYPE NAME OF PERSON SIGNING CONTRACT

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS
- ☐ WOMAN OWNED BUSINESS

Name / Business Name:	
Address:	
Contact Person for Contract Follow-Up:	
Contact Telephone:	
Cell Number:	
E-Mail Address:	
Fax Number:	

EASEMENT AGREEMENT

THIS INDENTURE made this _____ day of _____, 2017, is by and between GRANTOR and Suffolk County Water Authority, a public benefit corporation having its principal place of business at P.O. Box 38, 4060 Sunrise Highway, Oakdale, New York 11769 (“SCWA”) and taken together the Parties.

W I T N E S S E T H:

WHEREAS, Grantor owns certain property located at 21 McKinnney Avenue in the Village of Northport, in the Town of Huntington, Suffolk County, New York (the “Property”) as more fully described in Schedule A attached hereto and made a part hereof, and

WHEREAS, SCWA desires to use the Easement Area (as hereinafter Defined) designated on the Property to install, construct, operate, maintain and repair public water supply wells, treatment, storage and distribution facilities, structures, and ancillary facilities within the Easement Area and the use of machinery and equipment which are necessary for the purpose of taking, using, treating, storing and distributing water including, but not limited to, groundwater or for any other SCWA statutory or corporate purpose (the “Public Water Supply Purpose”); and

WHEREAS, subject to terms and conditions hereinafter set forth, Grantor desires to convey to SCWA an easement in gross in, on and across the Easement Area on the Property to permit SCWA the right to use the Easement Area for the Public Water Supply Purpose.

NOW THEREFORE, the Parties in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by to each party to the other agree as follows:

1. The Easement.

Subject to the terms and conditions hereinafter set forth, Grantor hereby agrees to sell, grant and convey to SCWA an easement in gross in, on, over and across the easement area as

more fully described in Schedule B attached hereto and made a part hereof (the “Easement Area”). The easement granted hereby includes the following rights and privileges in favor of the SCWA:

- (a) The exclusive use of the Easement Area for its Public Water Supply Purpose;
- (b) The exclusive right to install, operate, maintain and repair a water main or mains, fire hydrants and services, above and below ground utility services, access road(s), and all other improvements and structures and/or appurtenances and ancillary facilities in, on over and across the Easement Area necessary to effect the Public Water Supply Purpose;
- (c) The exclusive right of vehicular and pedestrian ingress and egress in, on, over and across the Easement Area; and
- (d) The exclusive right to install gated fencing on, in and around the Easement Area and prohibit access to the Easement Area.

2. Mutual Covenants and Agreements.

The Parties mutually agree and covenant as follows:

- (a) All structures and/or appurtenances installed or to be installed in, on, over and across the Easement Area by SCWA, its successors and assigns shall be and remain property of SCWA, its successors and assigns, forever and
- (b) All structures, improvements and appurtenances installed by SCWA in the Easement Area shall be done so at the sole cost and expense of SCWA.

3. Term of this Easement.

- (a) The Easement granted herein shall remain in full force and effect in accordance with its terms and shall run with the land for so long as SCWA continues to use the Easement Area for the Public Water Supply Purpose. SCWA shall provide written notice to Grantor upon

SCWA discontinues use of the Easement Area. SCWA shall be deemed to use the Easement Area until such notice is provided.

(b) This Easement may be terminated at any time by mutual written consent of Parties. The Parties shall be obligated to execute any and all documents reasonably necessary for the termination of this Easement.

4. Governing Laws.

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Venue for any action concerning the Agreement shall be in Suffolk County, New York.

5. Amendment.

This Agreement may only be changed in writing signed by the Parties.

In Witness Whereof, Grantor has executed and delivered and SCWA has accepted this Easement and Grantor and SCWA have hereunto set their respective hands and caused these presents to be signed by their duly authorized Officers, on the day and year first written above.

Grantor

Suffolk County Water Authority

By: _____

By: _____

STATE OF NEW YORK}
COUNTY OF SUFFOLK} ss.:

STATE OF NEW YORK}
COUNTY OF SUFFOLK} ss.:

On the ____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

On the ____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Notary Public

Schedule A

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Northport, Town of Huntington, County of Suffolk, State of New York, known and designated as Lots Numbered 13 and 14 in Block F, as shown on map entitled "Map of Highland Park, Northport, Suffolk County, New York, property of the Northport Real Estate Improvement Co." surveyed by Oscar Darling, C.E. and Surveyor, said map being filed in the Suffolk County Clerk's Office on August 13, 1890 as Map No. 104, and being more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly side of McKinney Avenue, 100 feet measured in a southwesterly direction along the northwesterly side of McKinney Avenue at its intersection with the southwesterly side of Douglas Avenue;

RUNNING THENCE along the northwesterly side of McKinney Avenue, South 42 degrees 33 minutes 20 seconds West, 100 feet to the northern line of Lot 15 in Block F of said map of Highland Park;

RUNNING THENCE along the last main line, North 47 degrees 26 minutes 40 seconds West, 150 feet to Lot 7 in Block F of said map;

RUNNING THENCE North 42 degrees 33 minutes 20 seconds East, 100 feet to Lot 12 in Block F of said map of Highland Park;

RUNNING THENCE along the last main line, South 47 degrees 26 minutes 40 seconds East, 150 feet to the northwesterly side of McKinney Avenue at the point or place of BEGINNING.

SCHEDULE B

Easement Area

All that certain plot, piece or parcel of land situate, lying and being in the Village of Northport, Town of Huntington, County of Suffolk and State of New York, known and designated as part of Lots 13 and 14, Block F on a certain map entitled, "Map of Highland Park, Northport, Suffolk County, New York, Property of Northport Real Estate & Improvement Company, Surveyed by Oscar Darling, C.E., said map being filed in Suffolk County Clerk's Office on August 13, 1890 as Map No. 104, and being more particularly bound and described as follows:

BEGINNING at a point on the northwesterly side of McKinney Avenue, 100 feet measured in a southwesterly direction along the northwesterly side of McKinney Avenue at its intersection with the southwesterly side of Douglas Avenue;

RUNNING THENCE along the northwesterly side of McKinney Avenue, South 42 degrees 33 minutes 20 seconds West, 35 feet:

RUNNING THENCE North 47 degrees 26 minutes 40 seconds West, 150 feet to Lot 8 in Block F of said map;

RUNNING THENCE North 42 degrees 33 minutes 20 second East, 35 feet to the northwest corner of land now or formally of the Suffolk County Water Authority in Block F of said map of Highland Park;

RUNNING THENCE South 47 degrees 26 minutes 40 seconds East, 150 feet along the westerly line of said land of Suffolk County Water Authority to the northwesterly side of McKinney Avenue at the place of BEGINNING.

SUFFOLK COUNTY WATER AUTHORITY



21 McKINNEY AVENUE
SURVEY

DRAWN BY: G.C.

CHECKED BY:

SCALE 1"=20'

AUTH. No.

DRAWING No. McKINNEY SURVEY

LOT No.7

LOT No.8

LOT No.9

N 42°33'20" E

100.00'

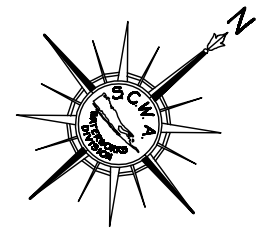
35.00'

CHAIN LINK
FENCE

ONE STORY
FRAME
DWELLING

150.00'

CHAIN LINK
FENCE



LOT No.15

41'

19'

TREE

SEPTIC
SYSTEM

8'

EASEMENT TO BE
CONVEYED TO SUFFOLK
COUNTY WATER AUTHORITY
AREA = 5250 SF or
0.121 ACRES

LANDS NOW OR FORMERLY
OF SUFFOLK COUNTY
WATER AUTHORITY

2 1/2 STORY
FRAME
DWELLING

BELG. BLK CURB

ASPHALT
DRIVEWAY.

N 47°26'40" W

S 42°33'20" W

N 47°26'40" W

S 47°26'40" E

CHAIN LINK
FENCE

35.00'

100.00'

APPROVED :

McKINNEY AVENUE

TIMOTHY J. KILCOMMONS, CHIEF ENGINEER
N.Y.S. PROF. ENGINEER LIC. No. 073594

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 718-625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

Title: CTIM-R CTIM15806 **Date:** 12/10/2014
Premises: 21 MC KINNEY AVE
County: SUFFOLK
Town/City: Town of Huntington **Village:** Northport
District: 0404 **Section:** 007.00 **Block:** 02.00 **Lot(s):** 068.000

CERTIFICATE OF OCCUPANCY SEARCH

LETTERS DATED 2-7-84 REGARDING PRE-EXISTING MAIN BUILDING AND GARAGE BUILT PRIOR TO ZONING REGULATIONS AND CONVERSION OF GARAGE TO COTTAGE FOR ONE FAMILY DWELLING AS A LEGAL NONCONFORMING USE.

CERTIFICATE OF COMPLETION AND CERTIFICATE OF OCCUPANCY NO. 57-71 DATED 12-12-58 FOR EXTENSION ON WEST SIDE OF GARAGE AND AMENDED 6-22-93 FOR CONVERSION OF TWO CAR GARAGE TO ONE FAMILY COTTAGE.

NO RECORD OF OPEN BUILDING PERMITS AS OF 12-8-14.

SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE-RIVERHEAD. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

0000150.00 0013.00 0000163.00

Village of
NORTHPORT
INCORPORATED 1894

224 MAIN STREET
NORTHPORT, NEW YORK 11768

February 7, 1984

Re: Buildings at 21 McKinney Avenue, Northport, N. Y.
Suffolk County Tax Map No. 0404-7-2-68.

To whom it may concern:

This is to certify that Certificates of Completion and Occupancy were not issued by the Village of Northport for any buildings constructed prior to the creation of our Building Department in January, 1946.

The main building and garage were erected prior to 1946.

This letter is being issued in lieu of a Certificate of Completion and Occupancy for those buildings.

The garage was converted to a cottage for use as a one family residence prior to May 5, 1964 and has continued to be used as a one family residence to this date, thereby granting it a legal non-conforming status.

Very truly yours,

Edward F. Honadel
Edward F. Honadel
Director of Code Enforcement



Age of
NORTHPORT
INCORPORATED 1894

224 MAIN STREET
NORTHPORT, NEW YORK 11788

February 7, 1984

RE: Cottage at rear of 21 McKinney Avenue, Northport, N. Y.
Suffolk County Tax Map No. 0404-7-2-68

To whom it may concern:

This is to certify that the cottage at the rear of premises located at 21 McKinney Avenue, has been in use prior to May 5, 1964 as a ONE family RESIDENCE and has continued to be used as such to this date.

Edward F. Honadel
Edward F. Honadel
Director of Code Enforcement



COPY

No. 57-71

OFFICE OF BUILDING INSPECTOR

VILLAGE OF NORTHPORT, NEW YORK

CERTIFICATE OF COMPLETION AND

(Amended: 6/22/93) *

CERTIFICATE OF OCCUPANCY

December 12, 19 58

This certifies that the building located on Lots: 14, Sec. _____, Block No. F

known as map Highland Park

conforms substantially to the approved plans and specifications of Application and Permit No. _____
and to all the requirements of the Building Code of the Village of Northport.

ZONE

Residence A-1

OCCUPANCY

construct extension on west side of 2 car garage.

(* 2 car garage was converted to 1-family cottage prior to 5/5/64)

This certificate issued to Henry A. Schebaum
owner/lessee of the aforesaid building, address 21 McKinney Ave., Northport, N. Y.

in accordance with the provisions of the Building Code of the Village of Northport.

Fee \$5.00

Copy \$5.00

Henry A. Schebaum (signed)
BUILDING INSPECTOR