

**BLUFF POINT ROAD & DUFFY COURT  
SEWER EXPANSION PROJECT  
VILLAGE OF NORTHPORT  
NORTHPORT, NY 11768**

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An informational meeting was held Wednesday, August 17, 2022 p.m. in Northport Village Hall, 224 Main Street, Northport, NY 11768 to discuss the sewer expansion project.

**Present:** Trustee Dave Weber, Assistant to the Mayor Don Tesoriero, Village Administrator Roland Buzard, Attorney Ed Gathman, Village Clerk Georgina Cavagnaro and Tony Zalak of J.R. Holzmacher P.E., LLC

**Residents Present:** Frances Reid, Gary Bixhorn, Tom & Michelle Burget, Ray & Effie Huber, John Prodromakis, Dennis Tannenbaum, Rene Fiechter, Paul & Emily Moreno, Michael Rodgers, Sue Storck, Tom Berger, Fred Aronsen, Daniel Karpen

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Engineering consultant Tony Zalak of J.R. Holzmacher P.E. LLC began by reading a letter received on August 15th from Bluff Point Road resident Ray Huber. The subject of the letter is "Issues for discussion at the meeting to be held 8/17/22 in Village Hall regarding the Bluff Point/Duffy court sewer project" and is attached to this document. A response to Mr. Huber's letter by J.R. Holzmacher P.E. LLC was then read and is attached to this document as well.

Frances Reid questioned the proposed schedule by expressing her doubt on certain given timetables. For instance, the proposed schedule had planned for bids to be sent out the second week of August, but as Mr. Zalak explained, the meetings held with residents to accommodate/address individual concerns/revisions have delayed putting plans out to bid. Another concern was raised in regard to the proposed amount of time allotted to contractors in submitting bids; Ms. Reid stated that she finds the current allocation unrealistic given the complexity of the plans. Attorney Ed Gathman explained that no one is contractually held to the proposed schedule and arising circumstances, such as the need to further review a submitted bid by J.R. Holzmacher P.E. LLC, may deem it necessary to deviate from the schedule. The Village will be accepting the lowest *responsible* bid on the project, not just the lowest bid submitted. Tom Berger emphasized the basis of Ms. Reid's concern and asked for the Village's acknowledgement that the current timeline is unrealistic. Attorney Ed Gathman and engineering consultant Tony Zalak acknowledged that some of the proposed dates in the schedule are now unrealistic. Trustee Weber clarified that the proposed schedule was aggressive and would need revisions. Updates to the schedule will be made on the Village website so that residents will be up to date on the progress being made.

Emily Moreno asked whether the residents on Duffy Court will have a different contractor than Bluff Point Road. Mr. Zalak stated that the residents would most likely not have different contractors; J.R. Holzmacher P.E. LLC anticipates there to be one prime contractor for the entire project who then may bring in electrical subcontractors for the pump stations and a horizontal directional drilling subcontractor for the properties that require it.

Dennis Tannenbaum asked about the grinder pump to be spec'd out in the bid. Mr. Zalak responded that all of the Suffolk County bids for the E/one grinder pump stations had already been in since 2019; the Village bids for this project pulled off of the county contract so that the contractor will know the sewer expansion project will be handled the same way as the previous county contracts. The Village will retain ownership of the pump and all of the equipment associated with the sewer expansion. Since the infrastructure will be owned by the Village, the access agreement will be needed in perpetuity to maintain it.

Daniel Karpen questioned what would happen in the event of a hurricane or loss of power in regard to the grinder pump. Mr. Zalak outlined the backup generator plans in place for such a scenario. Each of the protect plus panels house modems that will relay information on usage, faults, outages, etc. to the wastewater treatment plant. Dennis Tannenbaum asked about the usage data and the need to hook up submeters to make the point that such features of the protect plus panels would make sewer billing easier.

Frances Reid spoke of her current generator situation, stating that adding the grinder pump to her backup system would require her to sacrifice supplying power to an area of her home. Instead of sacrificing, Ms. Reid has decided to rely on the Village to which Trustee Weber assured that the Village Administrator Roland Buzard's office will accommodate residents' needs in acquiring a generator. There is a 30-amp breaker at the disconnect switch which runs to the control panel requiring 230 volts.

Emily Mareno wanted clarification on whether work would be done at the same time on Duffy Court and Bluff Point Road. Mr. Zalak explained that such specifics would be part of the prime contractor's schedule and strategy. Mrs. Mareno then asked about who would be responsible for subsurface investigations, fearing that since the markings on the roads are gone, digging may potentially cut into gas lines and other infrastructure. Mr. Zalak clarified that the contractor is responsible for such work.

The engineering consultant then returned to the "Issues for discussion..." letter and response from J.R. Holzmacher P.E. LLC. Daniel Tannenbaum asked whether the residents on Bluff Point Road and Duffy Court would be charged the same fee per gallon as other houses connected to the sewer system. Trustee Weber disclosed that the Village has no intention of charging a different fee to those residents. Sewer fees are billed off of water usage and Trustee Weber suggests homeowners to set up a separate meter for landscaping/sprinkler systems and the rest of one's home so that exact usage numbers can be determined.

Daniel Karpen spoke of a court case concerning pollution discharge limits imposed on Oak Beach Inn on the South Shore in which the court ruled a full Environmental Impact Study (EIS) must be done before proposing sanctions. Mr. Karpen then asked whether an EIS had been done to prove the residents on Bluff Point Road were responsible for polluting the Northport Harbor via their septic systems to warrant the sewer expansion project. Mr. Karpen questioned the legality of the entire project and asked for 'hard evidence' to warrant it. Mr. Zalak read a response from Bob Holzmacher from J.R. Holzmacher P.E., LLC that detailed the county-wide goal in cleaning Long Island waterways.

Ray Huber asked how many contractors are being asked to bid. Mr. Zalak explained that the number of contractors is not up to J.R. Holzmacher P.E., LLC - the

project is simply put up as a public notice and bids are sealed. Mr. Huber thanked the consulting engineer for addressing his concerns in his letter. Then Mr. Huber asked whether homeowners would need to sign off on final drawings to which Mr. Zalak explained that once individual plans and access agreements are submitted, the homeowner is accepting the project and allowing it to move forward.

Emily Mareno asked about the TP-584 form as to why the residents need to sign it and the specific wording of it. Attorney Ed Gathman disclosed that the Suffolk County Clerk's Office requires the easement agreement and the TP-584 form to be filled out as is for the easement agreement to be recorded with the county. Some of the specific wording in question include the zero-consideration clause which signifies that no one is paying anyone for the easement, and the reason why the form describes the type of residence tells the Clerk's Office which type of property the easement is being recorded against. There is no financial impact/tax to the homeowner in any way even though it is a TP-584 form. Questions were asked about the many empty spaces left for signatures that do not apply to the residents and the instruction by Attorney Gathman in leaving them blank. Residents vocalized their discomfort in leaving spaces blank on a signed form and questioned why they shouldn't sign "n/a". Frances Reid expressed doubt in the statements made that homeowners wouldn't be taxed for the project, citing Suffolk County residents who were later taxed for accepting county cesspool loans. Ms. Reid also expressed her frustration in how the tax form was presented to the homeowners with little explanation.

Michelle Burget requested that written documentation from Suffolk County requiring residents to sign the TP-584 form be presented to the residents before signing the form. Attorney Gathman stated he would speak with some of the title insurance companies he has been working with to get more information on the matter.

Trustee Weber spoke on the cesspool loans Suffolk County later taxed mentioned earlier. Since the county granted money to the homeowners to upgrade their cesspool instead of the county taking ownership of the cesspool, Suffolk County had to view the grant as a gift which is taxable. The sewer expansion project is different in that the residents are not being given anything and instead are having the Village take control and ownership of that part of the property.

Fred Aronsen asked about what happens if waste backs up into the house. Mr. Zalak explained that the system being connected to Mr. Aronsen's house is gravity fed and it is not anticipated to back up all the way to his home. Even though Mr. Aronsen's home is on the lower end of Duffy Court, the pitch of the sewer pipe in the road servicing Duffy Court is lower to accommodate a 2% slope from his home to the pipe. Mr. Aronsen asked whether the Village would guarantee that the sewer pipe will never back up into his home; Mr. Zalak replied that no municipality or state entity ever makes a guarantee for such a thing. Mr. Aronsen then asked if it were to back up, who would be responsible - during the installation the installers would be responsible, afterwards it falls on the homeowner's insurance.

Michelle Burget brought up sewer backups that occurred on Bayview Avenue in 2014. Trustee Weber had Village Administrator Roland Buzard speak on the issue. The Village Administrator described damaged laterals and some relining of the main. The PVC materials and new infrastructure makes backups like that unlikely on Duffy Court and Bluff Point Road. When issues have occurred in other areas, the sewer plant

has sent cameras into the sewer lines, far from the homes, to search for obstructions or damage.

Tom Burget asked whether waste water is tested or will be tested for things like fentanyl, COVID, Monkeypox, etc. Tony Zalak described the SPDES permit and the strict testing/reporting/treatment that the state requires from the permit holder; the specifics Mr. Burget asked about were not mentioned.

Emily Moreno thanked Tony Zalak and Ed Gathman for their work and explaining everything that has been/will be done.

Effie Huber wanted clarification on what the residents should do regarding signing the form or waiting until it is changed. Attorney Gathman disclosed that he does not believe the TP-584 form will be changed but that residents should wait on signing the form. The residents emphasized concerns with leaving empty spaces on the form and would feel more comfortable writing "n/a" in areas that do not apply.

Ray Huber asked whether/when there would be a formally issued timeline. Mr. Zalak explained that once the winning bid submits the approved bonds and insurances, the contractor meets with the municipality to sign conformed contracts that gives the contractor a notice to proceed; shop drawings submittals begin which requires putting a schedule together. Information will be shared with residents on the Village website as well as regularly scheduled Board of Trustees meetings on all public information.

Frances Reid asked about the decommissioning of the existing septic tanks, the emergency response plan, and responsibility for damages. Mr. Zalak explained that the prime contractor is responsible for pumping out and decommissioning the septic tanks only after the necessary work in hooking up the new sewer lines is completed and tested. The contractor is also responsible for remedying any landscaping damaged in the process of pumping out and retiring the septic tank. Trustee Weber further clarified that it was never the Village's plan to have the homeowners pay anything towards the project.

Michelle Burget googled the requirements of the TP-584 form and questioned the need for it based on her findings; Attorney Ed Gathman restated that he will speak with the title insurance companies he has been working with to get more information.

Tony Zalak ended by addressing all of the residents he has come to know through the entire process of the project. When the time comes to put the project out to bid, the spec sheets will be made available digitally in its entirety. Thanks were given and the meeting came to a close.

Respectfully submitted,

Georgina Cavagnaro  
Village Clerk

August 15, 2022

From: Ray Huber, 22 Bluff Point Road, Northport

To: Fran Reid

Subject: Issues for discussion at the meeting to be held 8/17/22 in Village Hall regarding the Bluff Point/Duffy court sewer project.

1. I do not understand the implied urgency to sign the access agreement to private properties along Bluff Point Road prior to the installation of the low pressure sewer main, because the main and each lateral connection with its shut off valve are all located on what I believe is legally Village property or at the very least, that the Village already has the legal access rights.

Bluff Point Road is technically approx. 75 ft. wide – the widest road/street in the Village. The actual paved road is approximately 40 ft. wide. On the East side of the pavement (the non-water side) there is predominately Belgium block curbing installed by homeowners over the years after which is approximately 20 ft. of Village property that has been landscaped by each homeowner before each homeowner's legal lot begins. On the West side of the road (the water side), there is predominantly some combination of grass or bushes approximately 15 ft. wide that appear part of the homeowner's front yard before their legal property lot begins.

A negative issue that affects the installations of the lateral connections to the street sewer main is that Bluff Point Road has a significant flooding problem when it rains. Almost every rain leaves significant puddles on each side of the street that take AT LEAST three to five hours to drain and after a heavy rain the puddles on each side of the road come within a few feet to merging at the crest of the road and may take days to fully drain. If this flooding problem is not anticipated and provided for in the sewer project schedule it should be!

A final note on the access agreement. There is still no provision included in it that protects the homeowner for a specific period of time from poor workmanship, malfunctioning equipment or damages resulting from such issues.

2. The project schedule presented to date only gives very questionable completion dates and the activities they relate to are inadequately defined. A meaningful schedule, as suggested before, should be a 'bar chart' which consists of the calendar dates running from left to right across the top of the page and a meaningful description of each project function running down the left side of the page. Then a solid bar running across the page horizontally for each activity, indicating the start and end dates for each activity. A bar chart schedule is in effect a picture – and there is a reason for the expression: "A picture is worth a thousand words!"

3. From the very brief and vague information given the Bluff Point homeowners to date, simply installing the roughly 900 ft. of low pressure sewer main and the 17 lateral feeds and shut off valves for each separate property (a total of approximately an additional 500 ft.), will be a significant challenge in and of itself before winter sets in, given the scope of the work and the challenges presented by rain water flooding on this particular road.

4. To date the Village has stated that the homeowner will have one year to hook up to the new low pressure sewer line. This seems to be a totally unworkable and costly position. What if everybody chooses the 11<sup>th</sup> month to hook up and that month is in the middle of winter?! I suggest that part of the bid package to the contractors ask for the CONTRACTORS proposal of the sequence in which each home should be connected and the time they would allocate for each hook up that would be most time and therefore cost effective, but also allow for changes due to homeowners being away on vacation, etc.

5. The sewer fee mentioned in the property access agreement should state that the fee to be charged for Bluff Point users should be the same fee per gallon of in home water use as is charged all other homeowners whose waste is processed by the central Village sewer plant.

Regards,



cc: Don (Village)

P.S. (for Don) I had a very productive meeting on 8/5/22 with Tony of Holzmacher and Roland of the Village in which I reviewed significant changes to the waste line leaving my house that I had preciously described through you to them in writing, which I believe are to everyone's benefit. They were both very attentive and accommodating to the rational for my changes. A week later I received updated plans reflecting all the changes I requested. I am very pleased with both the timeliness and quality of there response – many thanks for your assistance.

INC. VILLAGE OF NORTHPORT  
RECEIVED

AUG 15 2022

Provided by J.R. Holzmacher P.E., LLC - Dated August 17, 2022

Responses to letter dated August 15, 2022 from Ray Huber to Fran Reid

1. The request to sign the access agreement now is because the Project is being placed out to bid as a complete installation of all piping down Bluff Point Road, including laterals to the property lines and installing sanitary laterals to new pump stations including abandonment of the existing sanitary systems. This project is intended to mobilize all of the necessary contractors to perform all of the work with continuity. It is not intending to wait several months for homeowners to agree to access to the properties and create several separate mobilization fees associated with contractors disjointed efforts.

The significant flooding mentioned will not be a construction coordination issue for this type of work to be performed. As we have mentioned previously, by way of the multiple test pits performed, at approximately 5 feet below land surface the pea gravel is extremely prevalent and consistent which translates to fast percolation rates. After this sanitary sewer work is completed and the contractor is off the site the Village will be repaving the roadways. The Village takes advantage of the Suffolk County Contracts in place that allow the other municipalities to use the paving contractors awarded the work. This makes it less expensive for the Village to do repaving projects. Prior to the Village repaving the Bluff Point Road area roads they can make decisions regarding supplemental drainage leaching basins to be installed at select appropriate areas to improve movement of rain water. Performing drainage installation work is also available through the Suffolk County contracts.

The access agreement is meant to be just that. It allows the access of contractors for current construction efforts and access for the Village personnel or contracted service people to perform maintenance or replacements. The Contract documents going out to bid now have extremely detailed information regarding the contractor's responsibility to deliver, perform, test, receive approval, provide warranties and a Maintenance Bond for the entire construction cost of the project for one year after the final payment is approved. This equipment being installed is the Village equipment and the Contracted work is between the Village and the Contractor and also with the vendor of the Grinder Pump Station.

2. The project schedule presented initially to the residents is our Engineering approximation of events and best estimated time frames. The contractor in accordance with specification "Item 01322 - Construction Schedules" is responsible for providing very detailed information associated with all elements of construction. Once the contractor provides the Critical Path Method scheduling and the regular modifications to it as construction progresses, it can be posted up on the Village Web site as it is reviewed and approved by the Village and Engineer.

3. As mentioned in Item 1, incremental flooding will not be a construction coordination issue for this type of work to be performed due to the extremely high percolation rates of the soils in the entire work zone.

4. This has been addressed in Item 1 regarding placing the project out to be as a whole complete project with continuity. The Contractors CPM schedule will indicate the construction time frames for the individual homes. The code adopted component that discusses hook up in one years' time once there is sewer availability would apply to areas where the Village installs new sanitary sewer and the Village is not installing sanitary on site for the resident. Fortunately this grant funded project after discussions with the NYSDEC is allowing the sanitary installations on resident's properties to be paid for. That is why it needs to be done as a complete project with continuity.

5. The Sewer Fee question can be addressed by the Village.