



July 25, 2017

Ed Balicki
Water and Wastewater Superintendent
City of Beacon Water Department
470 Liberty Street
Beacon, New York 12508

Re: Proposal for Engineering Services
Water System Evaluation
File: 702.3024

Dear Mr. Balicki:

Barton & Loguidice, D.P.C. (B&L) is pleased to offer this proposal for engineering services to the City of Beacon for evaluating the city water system.

Project Background

The City of Beacon is a growing and vibrant city along the Hudson River. One of the pressures of this growth is providing reliable infrastructure. Concerns have been raised over the City water system and its ability to provide a long term supply to its customers. Therefore, in a proactive manner, the City is looking to evaluate its overall water system to make sure the system is capable of meeting the needs of its existing and proposed customers for an extended (20 years) period of time.

According to the recent Comprehensive Plan update, the city water system generally consists of the following:

Sources:

Three (3) reservoirs (Melzingah, Mt. Beacon and Cargill) – combined total storage of about 340 million gallons (mg) and 0.77 million gallons per day (mgd) safe yield.

Two (2) groundwater wells (#1 and #2) – combined safe yield of 1.54 mgd

One (1) groundwater well owned by the Village of Fishkill (#8) – safe yield of 1.2 mgd

The City has been in the process of developing another well in the City but that well has not been successfully developed to date.

Total safe yield of the current sources is about 3.51 mgd.

Water Filtration Plant (WTP):

The WTP was constructed in 1990 with a current plant capacity of 4.0 mgd, expandable to 6.0 mgd. The WTP current average day flow is about 2.8 mgd.

Storage:

Four storage tanks total; (1) tank is 500,000 gallons, (3) tanks are each 1,000,000 gallons for a total nominal capacity of 3.5 mg.

Distribution:

Generally 6" to 12" mains, a small percentage of asbestos cement pipes from the 1940's era. A map from 1995 of the system is available but the City does not have a hydraulic model of the system.

The Comprehensive Plan indicates that the water supply status is "at capacity" so the City wants to review the overall system to ensure a safe, reliable water system.



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Project Approach & Qualifications

B&L proposes a phased approach to review the overall system so as to ascertain areas of concern, provide alternatives to improving these concerns and a funding strategy to implement the needed improvements.

As you will see from the attached qualifications, B&L has over 50 years of experience in water engineering and are second to none in formulating effective funding strategies to implement infrastructure improvements. We have assisted communities secure hundreds of millions of dollars of affordable funding through various USDA, NYSEFC, CFA, CDBG and other funding programs.

Scope of Services

Review of Source Capacity Safe Yield

It appears from the Comprehensive Plan update that there are existing reports from the past 25 years regarding the safe yield of the surface and groundwater source systems. We propose to review these reports in detail and provide a summary memo of the safe yield of the current system. The memo will include our review of the methodologies used to ascertain the safe yield of the sources, whether the methods are still applicable and appropriate and any recommendations for groundwater well testing. This testing is not part of this scope of services but would be an additional service.

B&L will also summarize the past 12 months of water use data to determine current usage. We will meet with the City Planning Department and DPW to review and summarize a listing of projects in the planning, approval and construction stages as well as current and future outside City contracts and needs of neighboring communities. We will also estimate a 20 year growth projection and summarize all of these projections to determine the estimated water needs of the system, both short term and long term.

Two meetings are included, a kick off meeting and a meeting to review current contracts and planning projects.

Reservoir Bathymetric Survey

At the request of the City, we propose a bathymetric survey of the three reservoirs. From the Comprehensive Plan update, the storage of the three reservoirs has not changed since 1974. We will subcontract a survey subconsultant to complete bathymetric survey of the reservoirs and provide a topographic base map of the reservoirs. Note that boundary survey services are not included.

We assume that a base map of the original construction is available from the City and B&L will compute the available current storage and compare it to the original storage capacity of the reservoirs and summarize in a memo.

We are proposing an allowance for the bathymetric surveys of the three reservoirs and would adjust the allowance after providing three survey quotes from local surveyors we consistently team with on projects.

Cursory Water Treatment Plant Evaluation

B&L will conduct a site visit and cursory review of the treatment plant. We will summarize current conditions, capacity of the plant compared to the requested short term and long terms water demands and review the ability of the filtration technology to meet ever tightening environmental regulations.



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Detailed Water Treatment Plant Evaluation

If requested by the City, B&L will complete a capacity analysis and in depth review of all components of the plant including building system, electrical service, generator, plant unit processes etc. This evaluation will require two additional site visits.

Storage Capacity Evaluation

Similar to the source capacity evaluation, B&L proposes a desk top review of the available storage in the current system and compare it to current regulations and expected short term and long term water needs. The capacity evaluation will be summarized in a memo. In addition, if the City provides the latest tank inspection reports for the four tanks we will review and summarize the current needs of the tanks.

Distribution System Evaluation – Base Model

Prepare a partial hydraulic model of the system including water sources, treatment plant, storage tanks and primary distribution mains 8-inch diameter and larger. Water modeling software will be used. Fire flow tests will be completed by B&L and City staff as needed to assist in the calibrating of the model. Three (3) field days of testing by one B&L staff engineer is included.

Once the existing system model is developed and calibrated, the model would be used to simulate the existing system under base scenario, winter and summer average day scenarios and the summer peak day scenario. Proposed system improvement alternatives would also be simulated under the above noted simulations including:

- New storage tank on-line at various (up to three) locations;
- New transmission main improvements (up to three options)
- New interconnections with Town of Fishkill (up to three options)
- New developments in the City (up to three options)

The partial water model will include an updated system map from the software. This map will be a pipe diagram including pipe size and type of pipe (as information is available from the City). No field work is included in the development of the map.

Distribution System Evaluation – Full Model

Services would be similar to that for the partial model except all distribution pipes would be included. As an alternative to a full model, the City could consider the partial model initially as described above and then annually add to the model any newly constructed infrastructure and the smaller mains. This phased approach could take up to three years to completed depending upon the City.

Preparation of Preliminary Engineering Report

The above evaluations would be finalized into a Preliminary Engineering Report (PER) which would be used to develop a funding strategy for the City to obtain affordable financing. Three copies of the draft PER would be provided for City review. Once appropriate comments are addressed, ten copies of the final report would be provided.

The report would include the evaluation of the existing system, proposed recommendations as noted in each task above, opinions of probable project cost to implement capital improvements and impacts to water rates. A funding strategy would be developed and included. Note that no funding applications are included at this time.



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Three meetings are included. Review evaluations / project status meeting, review draft report meeting and present the final report to the council and public.

Fee Estimate

B&L is available to proceed immediately with the study based on the lump sum fees identified below.

Review of Source Capacity Safe Yield	\$10,000
Reservoir Bathymetric Survey Allowance	\$30,000
Cursory Water Treatment Plant Evaluation	\$ 8,000
Storage Capacity Evaluation	\$ 5,000
Distribution System Evaluation – Base Model	\$25,000
Preparation of Preliminary Engineering Report	<u>\$15,000</u>
Subtotal	\$93,000

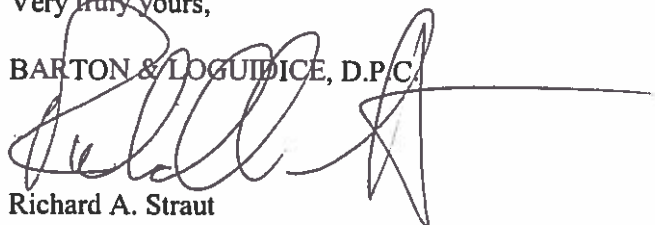
If the Detailed Water Treatment Plant Evaluation is included then an additional fee of \$10,000 would be included for a total fee of \$103,000 (\$93,000 plus \$10,000).

If the Distribution System Evaluation – Full Model is included then an additional \$25,000 would be included for a total fee of \$128,000 (\$103,000 plus \$25,000).

If you have questions or concerns regarding this proposal, please do not hesitate to call Don Fletcher or myself. If this proposal meets with your approval, please authorize with countersignature in the authorization block below. We thank you for the opportunity to assist you with this project.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.


Richard A. Straut
Executive Vice President

DHF/
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the City of Beacon ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Authorized Signature and Name

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and his consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Regional Water System Evaluation under the Shared Municipal Services Initiative

City of Mechanicville, Town of Stillwater, and Village of Stillwater, New York

Background

B&L assisted the City of Mechanicville, Town of Stillwater and Village of Stillwater, NY, with an evaluation of potential water system shared services opportunities between each community. A total of seven regional alternatives were evaluated including:

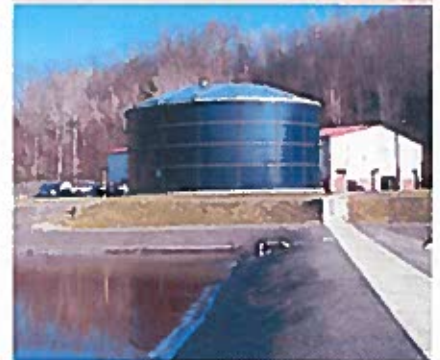
- Upgrading the City of Mechanicville source and treatment
- Connection to the Saratoga County Water Authority system
- Connection to various regional private water systems
- Regional surface water source and treatment
- Regional groundwater source and treatment
- Connection to the Town of Halfmoon Water System
- Upgrading the Village of Stillwater source and treatment

Our Services

- The B&L team evaluated the various shared services alternatives, provided recommended system improvements to the three communities' existing water systems
- B&L generated capital cost and operational and maintenance cost estimates, proposed consolidation alternatives and other means to improve the overall cost burden.
- As part of the evaluation, **the Mechanicville raw water supply, the Mechanicville Reservoir, was identified as nearing its safe yield capacity.** It was revealed that if the City chose to continue to supply water to its residents, significant upgrades and improvements would be required for the raw water source and associated infrastructure.
- **B&L completed a bathymetric survey of the Mechanicville Reservoir** and a dredging concept plan and recommended treatment plant improvements to determine whether it was a feasible option for the City.
- **B&L developed a hydraulic model of each community** to determine the existing condition of each distribution system and prioritize needed improvements.
- B&L completed a disinfectant byproducts review using the water model to simulate the water age throughout the systems in order to confirm the sample locations chosen by the communities to meet regulatory requirements.
- B&L completed the engineering assessment of the Mechanicville Reservoir dam to review its condition and prepared concept level planning, design and permitting for dredging of the reservoir which contains about 285,000 CY of sediment.
- B&L assisted the City in securing a Beneficial Use Determination (BUD) for the WTP residuals. Residuals are dredged from the lagoons and hauled off site by a contractor for use in making topsoil. B&L assisted the City in troubleshooting operational and SCADA issues at the WTP and provided part-time operations assistance for several months.
- B&L provided final design, bidding and construction phase services for a \$4M NYSEFC funded project that included source connection to SCWA, various WTP improvements, rehabilitation of the two water storage tanks, various distribution improvements, and replacement of all water meters. B&L also assisted with a \$1M USDA funded project for dredging of the lower raw water reservoir and dam improvements at the upper reservoir.

Client:

Dennis Baker
Mayor
City of Mechanicville
36 North Main Street
Mechanicville, NY 12118
(518) 664-8331
Dennis.baker@mechanicvilleny.gov



Total Project Cost: \$5,000,000
Completion Date: On Going

Water System Improvements

Town of Rosendale, New York

Background

B&L evaluated the Town's water system and prepared a Preliminary Engineering Report identifying the system weaknesses and providing prioritized recommendations with associated capital costs. B&L also assisted the Town with submission of a DWSRF Hardship application for financing through the New York State Environmental Facilities Corporation (EFC).

B&L provided the Town with recommended improvements to their water treatment plant and distribution system. The following improvement alternatives were recommended for the Village water system:

1. **Water Source:** Decommission Well #1 and increase capacity at the WTP to use only Still Pond as a source.
2. **Water Treatment Plant:** Replace all pressure media filter systems and install one additional system to provide a standby unit. Expand the treatment plant building south by 10 feet to accommodate the fifth filter system, process piping and chemical feed system modifications, HVAC improvements to accommodate building expansion and installation of new master control panel and computer workstation.
3. **Distribution System:** Replace approximately 3,050 feet of aging water mains in Town Center.
4. **Storage System:** Remove the cathodic protection system, sandblast and repaint the Sand Hill Water Storage Tank with an interior zinc coating for sacrificial anode properties (same protection cathodic protection provides).
5. **Water Usage Metering:** Install remote transmitters on recently replaced, manually read water meters and replace approximately 401 aged water meters with new radio-read water meters. Install a mobile automated meter reading system to allow Town personnel to record water meter data as they drive by people's houses.

In 2014, B&L submitted an application to NYSEFC for financing through the DWSRF program. B&L successfully helped the Town receive \$2,000,000 in grant funding and a \$1,048,800 interest-free loan through the NYSEFC.

B&L completed field services, final design services, necessary permits, and regulatory approvals for the recommended improvements.

Client:

Jeanne Walsh
Town Supervisor
Town of Rosendale
1915 Lucas Avenue
Cottkill, NY 12419
(845) 658-3159 ext.3
supervisor@townofrosendale.org



Still Pond Reservoir



Still Pond Water Treatment Plant Existing pressure Media Filter Systems

Estimated
Total Project Cost: \$ 3.05 M
Completion Date: On-going

Water System Improvements

Village of Ellenville, Ellenville, New York

Background

Barton & Loguidice prepared a Water System Facilities Plan to evaluate the Village of Ellenville's water supply system, identify and prioritize short- and long-term distribution, storage, groundwater source supply and treatment improvements, and operational/maintenance needs. As part of the report, B&L evaluated the various water sources, storage tanks and system demand requirements.

A hydraulic model of the Village's water system was developed using flow testing data to determine pipe flow characteristics in specific areas as necessary to calibrate the model. B&L retained the services of a qualified surveyor to identify critical elevations in the water system necessary for a proper analysis of system operation and then ran simulations for a range of scenarios.

Key Features

In the final Water System Facilities Plan, B&L identified both the short- and long-term steps that need to be taken to improve distribution, storage and groundwater source supply. Based on evaluation, the following improvements were recommended and are currently being designed and constructed:

- Installation of approximately 40 gate valves in the distribution system to help isolate sections of the system
- Incorporation of a new SCADA system to allow the Village greater supervisory and control capabilities in the system
- Installation of a new booster pump station to service the houses along Mountain Road
- Replacement of five (5) water mains to increase pipe capacity and repair deficient pipes
- Installation of a 12-inch main transmission main from well field to Siegel Drive to provide redundancy in the system and allow better pump operation
- Sandblasting and recoating of the interior and exterior of the Jean Street water storage tank
- Installation of a generator at the Westwood Booster Pump Station
- Upgrades to the Fallsview well site, including building modifications, replacement of pumps and installation of a backup generator

In 2012, B&L submitted an application to NYSEFC for financing through the DWSRF program. B&L has successfully helped the Village receive a \$2 million dollar grant and a \$5.1 million dollar 0% interest loan through the NYSEFC.

Final design of the proposed improvements are currently being advanced with the help of B&L. As part of the project, B&L coordinated with subcontractors to complete tank inspections, site survey, soil borings, archeological investigations and leak detection services. B&L assisted the Village with funding coordination, wetland delineations, and necessary permits and regulatory approvals.

B&L is assisting the Village by preparing final design plans and contract documents for all the recommended improvements. The construction of the isolation valves, Mountain Road Booster Station and SCADA improvements will begin Spring 2014. It is anticipated that the remaining improvements will be out to bid early Summer 2014. B&L

Client:

Joe Stoeckeler, Jr.
Village Manager
Village of Ellenville
Government Center
2 Elting Court
Ellenville, NY 12428
(845) 647-7080
jstoeckeler@villageofellenville.com



Total Project Cost: \$7,300,000
Completion Date: Ongoing

Water System Evaluation

Village of Monticello, New York

Background

B&L evaluated the Village's aged water system and prepared a Preliminary Engineering Report identifying the system weaknesses and providing prioritized recommendations with associated capital cost and user impacts costs. B&L also assisted the Village with submission of a pre-application package for financing through the United States Department of Agriculture (USDA) Rural Development agency.

B&L provided the Village of Monticello with recommended improvements to their water treatment plant and distribution system. The following improvement alternatives were recommended for the Village water system:

- Priority 1 Replace East Dillon Road Pump Station, rehabilitate West Broadway Pump Station header piping;
- Priority 2 Water Treatment Plant Improvements: replace equipment in four flocculation chambers, replace chlorine gas feed system, and replace backwash and high lift pumps;
- Priority 3 Loop water line dead ends;
- Priority 4 Replace aging water mains;
- Priority 5 Sandblast and repaint two Hospital Hill standpipes and install chlorine booster station;
- Priority 6 Replace approximately 100 broken gate valves;
- Priority 7 Replace tuberculated water mains;
- Priority 8 Replace damaged hydrants;
- Priority 9 Insulate Chemical Building ceiling at WTP; and,
- Priority 10 Develop and integrate two existing wells by installing a well house and treatment system and install a ductile iron transmission main to connect to the existing system.

In 2011, B&L retained the services of Conrady Consultant Services (Conrady) to evaluate the physical condition of their 0.32-MG and 0.50-MG riveted steel standpipes after the Village found and repaired a leak from the 0.50-MG tank. Conrady performed a structural, sanitary and coating inspection of the tanks' interior and exterior. The interior was inspected by a remotely operated vehicle (ROV), which was incorporated as part of the report. The results of the inspection identified that both tanks' interior and exterior required repainting. Several modifications were recommended to meet OSHA safety regulations. The wall thickness of the 0.50-MG was found to be thinning in select areas; therefore, corrective actions were recommended to avoid future leaks.

B&L assisted the Village with an USDA-RD Funding Application which resulted in the Award of a \$1.25 million grant and a \$6 million low interest loan for upgrades to its Water System. Additionally, B&L submitted an application through the 2015 Consolidated Funding Application and the Village was awarded a \$600,000 grant through the HUD CDBG Program.

Client:

Phil Klemen
Water/Sewer Superintendent
Village of Monticello
2 Pleasant Street
Monticello, NY 12701
(845) 794-4911

