

VILLAGE OF LEROY BOARD OF TRUSTEES

Minutes of Workshop Meeting held on

October 16, 2024

Village Hall, 3 West Main St., Le Roy, NY

PRESENT: Mayor Gregory Rogers
Trustee James Bonacquisti
Trustee Richard Tetrault
Trustee William Kettle
Trustee Raymond Yacuzzo
ABSENT: Trustee Raymond Yacuzzo, DPW Sup. Robert Lathan, Historian Lynne Belluscio
OTHERS: Jasmine Morrow, Nancy Crocker, Nikki Calhoun

Chief of Police Greg Kellogg
Clerk-Treasurer Eileen Carmel
WWTF Supt. Steven Carroll

Mayor Rogers called the meeting to order at 7:00 pm, followed by the Pledge to the Flag.

APPROVAL OF MINUTES: Trustee Bonacquisti made a **Motion to Approve the Minutes of the Board of Trustees regular meeting on 10/07/24.** It was seconded by Trustee Tetrault and passed unanimously.

COMMUNICATIONS: None.

DEPARTMENT CONSIDERATIONS:

LPD:

- Chief Kellogg said the Police Dept. has been busy with the following:
 - Working with NYS DOT for permitting and with the state for a grant to purchase four flashing radar signs
 - Several serious recent motor vehicle accidents and a burglary in progress
 - Search warrants that produced drugs (incl. fentanyl) and fraudulent benefit cards
 - Car pursuits on 490 are increasing – the Dept. is pursuing other intervention strategies, collaborating with other agencies, etc.
 - He thanked Rob Semmel for attaching bars on the front of the cars to lessen damage from deer vs police car accidents at this time of year. Also, the NYS DOT is putting up deer signs in the area.
 - He explained the Dept. would like to surplus its old Glock service duty pistols and a Police Charger and then to purchase new Glock service duty pistols and a Dodge Durango Police vehicle.

Mayor Rogers moved the following two resolutions from New Business:

RESOLUTION TO DECLARE POLICE DEPT EQUIPMENT SURPLUS FOR PURPOSE OF DISPOSAL AND TO TRANSFER FUNDS

MOTION BY Trustee Bonacquisti

WHEREAS, The LeRoy Police Department has declared the equipment listed below surplus; and
WHEREAS, the Village of LeRoy requires a surplus declaration of property to be made prior to disposal or sale of equipment; and

WHEREAS, the Police Department desires to use the proceeds from selling the equipment listed below in order to offset the purchase of future equipment needs by placing the proceeds into A895 Police Equipment Reserve;

NOW THEREFORE, BE IT RESOLVED, the LeRoy Village Board hereby authorizes the following declared as surplus for the purpose of disposal:

- 2018 Dodge Charger VIN# 2C3CDXKT7JH197932
- Glock Duty Pistols; traded in to licensed FFL Dealer

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the LeRoy Village Board of Trustees does hereby authorize the transfer of the proceeds from the sale of said equipment to A895 Police Equipment Reserve.

SECONDED BY Trustee Kettle, and on a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Mayor Rogers – Aye. Motion carried.

**RESOLUTION AUTHORIZING AN EXPENDITURE FROM
POLICE EQUIPMENT RESERVE**

MOTION BY Trustee Bonacquisti

WHEREAS, pursuant to General Municipal Law section 6-c, the LeRoy Village Board of Trustees established a Police Equipment Reserve for the acquisition of equipment for the LeRoy Police Department; and

WHEREAS, the LeRoy Village Board has authorized the transfer of proceeds from the sale of surplus LeRoy Police Department equipment to the Police Equipment Reserve; and

WHEREAS, the LeRoy Police Department has determined the need to purchase a police vehicle and to upgrade and replace its Glock service duty pistols; and

WHEREAS, the A895 Police Equipment Reserve has adequate funds to the cost of said purchase; and

NOW THEREFORE, BE IT RESOLVED, the LeRoy Village Board hereby authorizes, retroactively to 10/11/2024, expenditures from the A895 Police Equipment Reserve for the LeRoy Police Department to purchase:

- 2018 Dodge Durango VIN#1C4SDJFT8JC456199 from GSA Fleet Sales, \$14,500, according to letter dated 10/18/24
- Glock Service Duty Pistols including Optics and Holsters, not to exceed \$32,450, according to Quote dated 10/11/2024

SECONDED BY Trustee Kettle, and on a call of votes: Trustee Bonacquisti – Aye, Trustee Kettle – Aye, Trustee Tetrault – Aye, Mayor Rogers – Aye. Motion carried

SEWER DEPT:

- Superintendent Carroll returned from the national WEFTEC Expo in New Orleans where he met with many people and felt he found solutions for issues that could save the Village money.
- While he was out of town, a screen went down, which would be expensive to buy new, but they got it fixed for \$300
- He believes the Village could make money by leasing the old compost facility
- He's looking for a less expensive lab for the weekly sample testing
- Village engineering firm, CPL, will be doing final inspections of the construction project
- Digester people – he talked to them at the Expo

DPW – Sup. Lathan didn't attend the meeting, but Mayor Rogers said he gave him a list of items from the last meeting and noted that the DPW has cleaned up the creek bank on Wolcott St. and the tennis courts on Summit St. and the new building that Village personnel constructed is done.

CLERK-TREASURER:

- Clerk-Treasurer Carmel said the Clerk's Office was working on the following:
 - The last day to pay Village property tax is Oct. 31st before relevy to the County
 - Sewer bills are being processed to mail on Nov. 1st

- She's scheduled to work with auditors from Lumsden, McCormick CPAs on the annual audit for fiscal year 2023-24, starting this month
- The next scheduled Board meetings at Village Hall at 7:00pm:
 - 11/20/24 – Regular meeting
 - 12/18/24 – Regular meeting
- Other meetings:
 - 11/12/24 – Comprehensive Plan Committee – 6pm at Village Hall, the public is welcome to attend.
- PCA Managed Services Agreement – Mayor Rogers said they weren't in a position to go out to bid this year, but to inform PCA the agreement would go out to bid next year.

Trustee Bonacquisti made a motion for a Resolution to Approve and Authorize Clerk-Treasurer Carmel to sign the PCA Managed Services Agreement Dated September 10, 2024, for a one-year term. It was seconded by Trustee Kettle, and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye.

OLD BUSINESS:

- CPL Engineering Agreement, Amendments #2 - #10: **Trustee Kettle made a motion for a Resolution to Approve and Authorize the Mayor to sign Amendments #2 - #10 to the Owner-Engineer Agreement with Clark-Patterson Engineers, Surveyor, Architects and Landscape Architect D.P.C. dba CPL, for a total amount of \$313,500.** It was seconded by Trustee Bonacquisti, and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye. *Amendments are added to the end of these minutes.*
- WWTF: Phase 2, Electrical Contractor: **Trustee Tetrault made a motion for a Resolution to Approve Pay App #14 in the amount of \$12,924.60, for Hewitt Young Electric.** It was seconded by Trustee Bonacquisti, and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle–Aye, Trustee Bonacquisti–Aye, and Mayor Rogers–Aye.
- Main Street Signs: Discussion regarding the limited-time parking signs the Village put up in front of three businesses on Main Street. Mayor Rogers said the NYS DOT has legalities with parking spots and permits on Main Streets. He liked the idea of 15-minute parking for 11am-1pm and 4-6pm during lunch and dinner times. Trustee Kettle gets the spirit of helping businesses, but no business approached the Board. However, he felt it was a conflict of interest for himself and abstained from any more discussion or resolutions on the subject. Trustee Tetrault said they'd never helped anyone else before and what happens in the future? Trustee Bonacquisti said they didn't do it for K9 and posting a sign that split up the time was confusing. The Board agreed to take the signs down and didn't feel a resolution was required.
- Benchmarking Resolution: Mayor Rogers said he wanted to revisit this resolution. Previously, they decided against it, but Rob Richardson from Genesee/Finger Lakes Regional Planning Council recommends the Village complete it so can apply for more grant money for upcoming projects.

RESOLUTION ESTABLISHING ENERGY BENCHMARKING REQUIREMENTS FOR CERTAIN MUNICIPAL BUILDINGS

MOTION by Trustee Kettle

WHEREAS buildings are the single largest user of energy in the State of New York. The poorest performing buildings typically use several times the energy of the highest performing buildings—for the exact same building use; and

WHEREAS, collecting, reporting, and sharing building energy data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide, and equipped with this information the Village of LeRoy is able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

WHEREAS, the Village desires to use Building Energy Benchmarking - a process of measuring a building's energy use, tracking that use over time, and comparing performance to similar buildings - to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the Village; and

WHEREAS, the Village of LeRoy Board of Trustees desires to establish procedure or guideline for Village staff to conduct such Building Energy Benchmarking; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED, that the following specific policies and procedures are hereby adopted;

BUILDING ENERGY BENCHMARKING POLICY/PROCEDURES

§1. DEFINITIONS

- (1) "Benchmarking Information" shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.
- (2) "Building Energy Benchmarking" shall mean the process of measuring a building's Energy use, tracking that use over time, and comparing performance to similar buildings.
- (3) "Commissioner" shall mean the Mayor of the Village of LeRoy.
- (4) "Covered Municipal Building" shall mean a building or facility that is owned or occupied by the Village that is 1,000 square feet or larger in size.
- (5) "Department" shall mean the Office of the Mayor of the Village of LeRoy.
- (6) "Energy" shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.
- (7) "Energy Performance Score" shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.
- (8) "Energy Use Intensity (EUI)" shall mean the kBtUs (1,000 British Thermal Units) used per square foot of gross floor area.
- (9) "Gross Floor Area" shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.
- (11) "Portfolio Manager" shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.
- (12) "Utility" shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.
- (13) "Weather Normalized Site EUI" shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations.

§2. APPLICABILITY

- (1) This policy is applicable to all Covered Municipal Buildings as defined in Section 2 of this policy.
- (2) The Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical.

§3. BENCHMARKING REQUIRED FOR COVERED MUNICIPAL BUILDINGS

- (1) No later than February 28, 2025 and no later than February 28th every year thereafter, the Commissioner or his or her designee from the Department shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year.
- (2) For new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee from the Department shall begin inputting data in the following year.

§4. DISCLOSURE AND PUBLICATION OF BENCHMARKING INFORMATION

- (1) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:
 - (a) no later than March 31, 2025 and by March 31st of each year thereafter for Covered Municipal Buildings; and
- (2) The Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:
 - (a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and
 - (b) For each Covered Municipal Building individually:
 - (i) The status of compliance with the requirements of this Policy; and
 - (ii) The building address, primary use type, and gross floor area; and
 - (iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and
 - (iv) A comparison of the annual summary statistics (as required by Section 5(2)(b)(iii) of this Policy) across calendar years for all years since annual reporting under this Policy has been required for said building.

§5. MAINTENANCE OF RECORDS

The Department shall maintain records as necessary for carrying out the purposes of this Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years.

§6. ENFORCEMENT AND ADMINISTRATION

- (1) The Commissioner or his or her designee from the Department shall be the Chief Enforcement Officer of this Policy.
- (2) The Chief Enforcement Officer of this Policy may promulgate regulations necessary for the administration of the requirements of this Policy.
- (3) Within thirty days after each anniversary date of the effective date of this Policy, the Chief Enforcement Officer shall submit a report to the Village Board of Trustees, including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Policy.

§7. EFFECTIVE DATE

This policy shall be effective immediately upon passage.

§8. SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

SECOND by Trustee Bonacquisti

The vote on the foregoing resolution was as follows:

Trustee Tetrault – Aye
Trustee Yacuzzo - Absent
Trustee Kettle - Aye
Trustee Bonacquisti - Aye
Mayor Rogers - Aye

This resolution was adopted.

NEW BUSINESS:

- Town & Country Garden Club: Kathy Weber and Nikki Calhoun, on behalf of the Town & Country Garden Club of LeRoy, presented the Board with a Petition to Declare the Wiss Lot a Permanent Green Space for Our Village with 286 signatures. The petition requests “a formal designation of the Wiss Lot as a permanent green space...to preserve this area as a vibrant and welcoming space for all to enjoy, free from future development without direct community consent.” Mayor Rogers thanked them and stated he couldn’t say enough about what a fantastic job the Garden Club does every year, and this year was extra special. Mayor Rogers said he expected this might require a public hearing and vote and wants to run it by the Village Attorney. Trustee Kettle thought the Club has done an incredible job and he’s in favor of it but is aware there will be legalities involved. Trustee Tetrault is in favor of it. Mayor Rogers said he’d let them know when he hears back from Jake Whiting.

Mayor Rogers moved the following:

CITIZEN PARTICIPATION: Nancy Crocker said the first LeRoy-wide garage sale was a success. 126 signed up to do sales and people came from all over the area to shop. Village merchants did well, too. She’s considering doing another in May 2025.

NEW BUSINESS (continued):

- Festival Permits: **Trustee Kettle made a motion for a Resolution Approving a Festival Permit to the LeRoy Music Boosters for the “Trigon Trees” project in Trigon Park 11/16/2024 – 1/11/2025.** It was seconded by Trustee Bonacquisti, and passed with voting as follows: Trustee Tetrault – Aye, Trustee Kettle – Aye, Trustee Bonacquisti – Aye, and Mayor Rogers – Aye.

OFFICIAL CONSIDERATIONS:

Trustee Bonacquisti: He’s working on the John Aramino Way road signs. He talked with Lynne Belluscio. Family members would be happy to have it. He thinks maybe they can get it done in the Spring.

Trustee Kettle: He’s good.

Trustee Tetrault: It’s been quiet.

Mayor Rogers: Thanked the Garden Club and Nancy.

AUTHORIZATION TO PAY BILLS:

Trustee Bonacquisti made a motion to pay bills, reluctantly, retroactive to 10/09/24. It was seconded by Trustee Tetrault and passed unanimously. Payment is as follows:

General Fund: Check number 27289 totaling \$81,159.99

ADJOURN:

There being no further business before the Board, **Trustee Bonacquisti made a motion to adjourn**, seconded by Trustee Kettle and passed unanimously. The meeting adjourned at 7:50pm.

Respectfully submitted,
Eileen Carmel, Clerk-Treasurer

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Addition of engineering services related bidding services of Phase 3 – WWTF UV System, which was not part of the original engineering agreement.

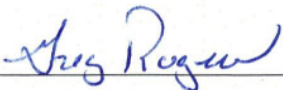
Add the following after 7.01.A.1

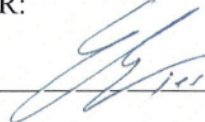
- 3. A Lump Sum amount of \$13,000 for Engineering Services related to Ultraviolet Disinfection System Improvements.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

ENGINEER:





By: Greg Rogers

By: Eric C. Wies, P.E.

Title: Mayor

Title: Principal

Date
Signed: 10/16/24

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

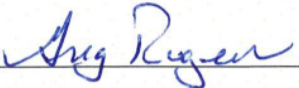
**Addition of engineering services related construction administration of Phase 3 –
WWTF UV System, which was not part of the original engineering agreement.**

Add the following after 7.01.A.1

- 4. A Lump Sum amount of \$20,000 for Engineering Services related to Ultraviolet
Disinfection System Improvements.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:



By: Greg Rogers

Title: Mayor

Date
Signed: 10/16/24

ENGINEER:



By: Eric C. Wies, P.E.

Title: Principal

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Addition of engineering services related construction inspection of Phase 3 – WWTF UV System, which was not part of the original engineering agreement.

Add the following after 7.01.A.1

- 5. A Lump Sum amount of \$40,000 for Engineering Services related to Ultraviolet Disinfection System Improvements.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:



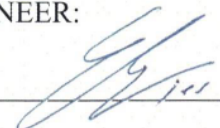
By: Greg Rogers

Title: Mayor

Date
Signed:

10/16/24

ENGINEER:



By: Eric C. Wies, P.E.

Title: Principal

Date Signed:

10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Increase in engineering fees related to construction administration for Phase 2, due to project scope changes during construction and extension of construction contract times.

Add the following after 7.01.A.1

- 6. A Lump Sum amount of \$22,000 for Engineering Services related to Phase 2.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

ENGINEER:





By: Greg Rogers

By: Eric C. Wies, P.E.

Title: Mayor

Title: Principal

Date
Signed: 10/16/24

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Increase in engineering fees related to construction inspection for Phase 2, due to project scope changes during construction and extension of construction contract times.

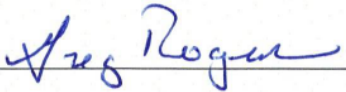
Add the following after 7.01.A.1

- 7. A Lump Sum amount of \$45,000 for Engineering Services related to Phase 2.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

ENGINEER:





By: Greg Rogers

By: Eric C. Wies, P.E.

Title: Mayor

Title: Principal

Date
Signed: 10/16/24

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 7

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Increase in engineering fees related to the design and permitting of Phase 4 of the project to include aeration system improvements.

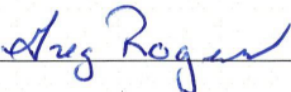
Add the following after 7.01.A.1

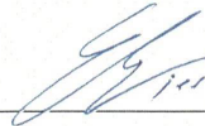
- 8. A Lump Sum amount of \$75,000 for Engineering Services related to Phase 4.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

ENGINEER:





By: Greg Rogers

By: Eric C. Wies, P.E.

Title: Mayor

Title: Principal

Date
Signed: 10/16/24

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 8

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Addition of engineering services related bidding services of Phase 4, which was not part of the original engineering agreement.

Add the following after 7.01.A.1

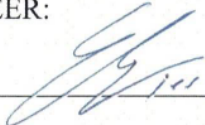
- 9. A Lump Sum amount of \$13,000 for Engineering Services related to Phase 4.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

ENGINEER:





By: Greg Rogers

By: Eric C. Wies, P.E.

Title: Mayor

Title: Principal

Date
Signed: 10/10/24

Date Signed: 10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 9

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

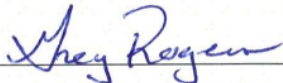
**Addition of engineering services related construction administration of Phase 4,
which was not part of the original engineering agreement.**

Add the following after 7.01.A.1

- 10. A Lump Sum amount of \$24,000 for Engineering Services related to Phase 4.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:



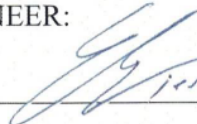
By: Greg Rogers

Title: Mayor

Date

Signed: 10/16/24

ENGINEER:



By: Eric C. Wies, P.E.

Title: Principal

Date Signed:

10/7/2024

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 10

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 27, 2021
- b. Owner: Village of LeRoy
- c. Engineer: Clark Patterson Engineers, Surveyor, Architects and Landscape Architect
D.P.C. dba. CPL
- d. Project: Village of LeRoy Wastewater Treatment Facility Improvements

2. *Description of Modifications:*

Addition of engineering services related construction inspection of Phase 4, which was not part of the original engineering agreement.

Add the following after 7.01.A.1

- 11. A Lump Sum amount of \$61,500 for Engineering Services related to Phase 4.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2024.

OWNER:

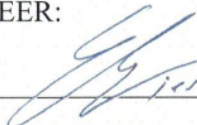


By: Greg Rogers

Title: Mayor

Date Signed: 10/16/24

ENGINEER:



By: Eric C. Wies, P.E.

Title: Principal

Date Signed: 10/7/2024