

VILLAGE OF BROCKPORT
VILLAGE BOARD - MEETING AGENDA
Tuesday, December 11, 2012 7:00pm
Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices & refrain from texting
- **MOMENT OF SILENCE:** to honor those that serve our Country, enforce our laws, & respond to emergencies
- **MISSION STATEMENT:** "To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)

- **GUESTS:**
 -

- **CERTIFICATES & PROCLAMATIONS:**
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- **CONSENSUS ITEMS:**
 - Approval of minutes – 11/27 & 12/4
 - Approval of bills to be paid

- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - UNYMWCP update
 - Deferred Comp – necessary resolutions re model plan

- **PERSONNEL ITEMS:**
 -

- **OLD BUSINESS:**
 - Approve & authorize Mayor to sign General Code proposal re Village Code revitalization & e-code 360

- **NEW BUSINESS:**
 - Approve & authorize contracts with Clinton Brown for the HPB comprehensive survey & website creation
 - Authorize HPB to apply for a CLG grant to hire a consultant to prepare nominations for the state/national registers for a State Street/Park Avenue historic district, the High Street Cemetery, & Hartwell Hall
 - Approve & authorize Trust Fund agreement re Monika W. Andrews Creative Volunteer Leadership Award
 - Authorize to apply for a Greater Arts Council of Rochester grant for an historic themed mural
 - Authorize purchase of roof replacement materials for old water building at 36 East Avenue

- **VILLAGE BOARD REPORTS:**
 - Mayor Maria Connie Castañeda
 -

 - Trustee William G. Andrews
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 - Trustee Margaret B. Blackman
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 - Trustee Kent R. Blair
 -

 - Trustee Carol L. Hannan
 -

- **EXECUTIVE SESSION**

- **ADJOURNMENT**

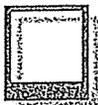
Upcoming:

- Monday, 12/24 & Tuesday, 12/25 – Village Hall closed for holiday
- Monday, 12/31 & Tuesday, 1/1 – Village Hall closed for holiday
- 7pm Tuesday, 1/8 – Village Board meeting
- 7pm Tuesday, 1/22 – Village Board meeting (w/ Attorney, Treasurer, Department Heads)

GUIDELINES FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.



Nationwide[®] Retirement Solutions

a Nationwide[®] Financial company

TO ACCOMPLISH
BY 12/31/12

January 2012

had been referred
to Village Manager

Dear Plan Sponsor:

You may have recently received a communication from the NYS Deferred Compensation Board (NYSDCB) asking you to amend and restate the Model Plan adopted effective August 26, 2011. The Model Plan should be adopted as soon as possible. Enclosed are copies of the three (or possibly four) forms needed to fulfill the filing requirements, along with an overview of the steps you need to take as a plan sponsor:

Step 1

Print the enclosed Affidavit on your letterhead then complete, sign and notarize the Affidavit. You can check "yes" for each of these documents as Nationwide has kept these forms updated since the last filing.

We will also provide NYS Civil Service with a copy of your amended Deferred Compensation Plan supplying all information bracketed in the Model Plan. There is no place to sign on the Model Plan, so a signature is not actually required. If you plan to adopt any of the optional provisions listed in Schedule A of the Model Plan Document, please contact Nationwide prior to requesting any of these changes.

Step 2

Provide us with a signed copy of your resolution adopting the new Model Plan. A sample resolution from NYS Civil Service is enclosed for your review.

Step 3

Since your entity is "Self Trusted" you will find included with this mailing a Trustee Fiduciary / Indemnification / Bonding Acknowledgement Letter you need to complete and sign. If you have a question as to the status of your plan please contact us using the information provided below.

Step 4

Review the enclosed Certification Letter that is included with this mailing. If there have been any changes to this letter since the last filing, have this letter printed on your letterhead and then signed by the appropriate person(s).

Each document should be completed and mailed to the address listed below:

Nationwide Retirement Solutions
Attn: David Myers PW-04-12 ("Personal and Confidential")
5900 Parkwood Place
Dublin, OH 43016

Once we received the above documents, we will assemble the final filing packet and submit it to NYS Civil Service.

We hope to make this as stress free as we possibly can, so please call David Myers with any questions you may have at 877-677-3678, option 8, extension 48475.

< Please Place on Local Government Letterhead >

Affidavit

The undersigned, first duly sworn, attests that:

The documents as referenced in Section 9002.2, subdivisions (2), (3), (4), (5) and (6) are identical to those submitted in the most recent filing:

<u>Yes</u>	<u>No</u>	<u>Documents referenced under subdivision</u>
<input type="checkbox"/>	<input type="checkbox"/>	(2) – executed copy of trust agreement(s)
<input type="checkbox"/>	<input type="checkbox"/>	(3) – certification of compliance with Section 457
<input type="checkbox"/>	<input type="checkbox"/>	(4) – name of each trustee, independent consultant, financial organization, firm of certified public accountants and administrative service agencies providing services to the plan
<input type="checkbox"/>	<input type="checkbox"/>	(5) – evidence of bonds and insurance secured
<input type="checkbox"/>	<input type="checkbox"/>	(6) – acknowledgement of fiduciary under Section 457(g)

Documents that are not identical to those submitted in the most recent filing will be supplied with the attached filing.

Date of last filing: _____

In witness whereof, I have hereunto affixed my signature this ____ of _____, 20__.

Signature

Print Name of Sponsoring Employer

Print Name / Title

Address

City, State, ZIP

State of New York)
County of _____)
United States of America)

ss:

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature of Notary Public)

My commission expires: _____

Please Place on Letterhead

(Date)

Certification 9002.2 a (3) and 9002.2 a (4)

President Nancy C. Groenwegen
NYS Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

RE: Deferred Compensation Plan for _____(Entity Name)

Dear President Sinnott:

Pursuant to the procedures for bidding and establishing an "eligible deferred compensation plan" set forth in Subtitle II, Parts 9002 and 9003 of the June 15, 2011 Rules and Regulations, (the "Regulations"), by the New York State Deferred Compensation Board, we are adopting for the benefit of our employees the Model Plan, as amended and restated on August 26, 2011 (the "Model Plan").

Pursuant to Section 9002.2 a (3) of the Regulations, we certify the following:

- a. We, on behalf of the (Entity Name) are aware that there are three options available for adopting a Deferred Compensation Plan as described in Section 9001.2 (a) of Regulations, that we have made an informed choice in adopting such plan, and that we understand the ongoing responsibilities being undertaken by adopting such a plan, including and without limitation, the Regulations, Section 457 of the Internal Revenue Code and the Model Plan Document;
- b. That the Deferred Compensation Plan and Trust Agreement meet the requirements of Section 457 of the Internal Revenue Code and all other applicable Federal, State and local laws including Subtitle II of the Regulations; and
- c. That all required approvals of any local governing body or officer have been obtained.

Pursuant to Section 9002.2 a (4) of the Regulations, we certify the following:

The following contractors, who are providing deferred compensation services for the (Entity Name), have been duly selected to provide these services in accordance with the provisions of Part 9003 of the Regulations:

Administrative Service Agency: Nationwide Retirement Solutions

Financial Organization: Nationwide Financial Services, Inc.

Trustee:

Sincerely,

Name (Type out – CEO) and Date

Name (Type out – CFO) and Date

(Plan Sponsor's Letterhead)

**Trustee Fiduciary / Indemnification / Bonding
Acknowledgment (For self-trusted plans)**

I, _____ Trustee for the _____
_____ 's Deferred Compensation Model Plan,
acknowledge that I am a fiduciary and acting in a fiduciary
capacity and responsible pursuant to Sections 9003.6 and
9002.2(6) of the *Rules & Regulations*, Section 457(g) of the
Internal Revenue Code, and under State and common trust law
principles with respect to trusteeship matters involving the
administration and investment of Plan assets, and that the Plan
will be indemnified as a result of any cause of action brought
against it as a result of any acts or omissions together with the
reasonable cost of litigation arising therefrom.

I also state that insurance coverage, on myself acting as Trustee
and on other employees, officers and agents pursuant to Section
9005.4 of the *Rules and Regulations*, is in place to protect the
Plan against any loss resulting from fraud or dishonesty in the
amount of 100 percent of the amount of funds managed or
administered to a maximum of \$25 million. However, insurance may
exceed \$25 million where that coverage is found to be prudent.

Trustee's signature

Date

(Trustee's name typed out)
(Trustee's title typed out)

Sample Deferred Compensation Committee Resolution to Amend and Restate the Model Plan

WHEREAS, the New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), has promulgated the Plan Document of the Deferred Compensation Plan for Employees of [Name of Local Employer] (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

WHEREAS, [Name of Local Employer], pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of [Name of Local Employer];

WHEREAS, effective August 26, 2011 the Board amended the Model Plan to adopt provisions

- Reorganizing and updating sections to improve the overall readability and eliminate unnecessary numerical references (annual limits) from the Model Plan document.
- Including employer elections within the plan document including: suspension of deferrals following an unforeseeable emergency withdrawal, automatic distributions from small and inactive accounts, loan design parameters and Roth deferrals and in-plan conversions are permissive. The Model Plan document includes a Schedule A where the employer may indicate the election of one or more of these provisions.
- Clarifying the first date a participant may make deferrals in compliance with Code Section 457(b) and timing requirements for any subsequent changes to deferral rates or allocations between pre-tax and after-tax deferrals.
- Clarifying compensation available for deferral for purposes of calculating contributions and recognizes that employers use various methods in determining the order of deductions taken before a deferral percentage is applied.
- Including provisions related to HEART Act of 2008 regarding treatment of differential pay and qualifying distributions for active military service in compliance with the HEART Act, including suspension of deferrals for six months following distribution.
- Making technical recognition of the waiver of RMDs for 2009.
- Clarifying that a beneficiary form must be received in good order to be considered valid.
- Clarifying that the Model Plan will only accept rollovers from Eligible Retirement Plans comprised of pre-tax amounts and amounts may be rolled in by participants, beneficiaries (other than inherited accounts) and alternate payees. Model Plans may roll account balances out to Eligible Retirement Plans that include post-tax amounts if the receiving plan separately accounts for them.
- Clarifying that a beneficiary of a deceased participant may roll a distribution directly to a Roth IRA, in addition to plan participants.
- Including language allowing for future delivery of participant communications through

electronic means, where appropriate.

- Codifying that periodic and lump sum payments must be a minimum of \$100 per payment, unless the Committee selects a different minimum, and sets a maximum annual number of partial distributions.
- Clarifying that the \$50,000 loan limit includes the highest loan value in the last twelve months from the Model Plan and other employer plans. Regarding participants who have defaulted on a Plan loan, subsequent loans would not be allowed until defaulted loan is repaid. Removes requirement that a participant must wait until the term of the original loan expires before applying for a new loan, assuming the defaulted loan is repaid.
- Providing guidance on the handling of the receipt of special proceeds such as SEC settlements payable to former participants.
- Allowing a surviving spouse beneficiary to name a beneficiary on their account.
- Including the 5 year option for non-spousal beneficiaries to receive distributions and makes distribution rules consistent for pre- and post-age 70½ deaths.
- Allowing earlier distributions due to severance of employment as long as a balance of \$500 remains in the account for 45 days after a severance from employment.
- Providing that outstanding loans from another New York state 457(b) plan may be allowed to be transferred or rolled in with a full account transfer.
- Removing the Power of Attorney Language since the acceptance of a power of attorney is governed by State law and not required in the Model Plan document.
- Clarifying the requirement that Committee actions must be taken at a public meeting in accordance with Article 7 of the Public Officers Law.
- Limiting indemnification to Committee Members only.

WHEREAS, the Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

WHEREAS, upon due deliberation, [Name of Local Employer] has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of [Name of Local Employer] by adopting the amended Model Plan.

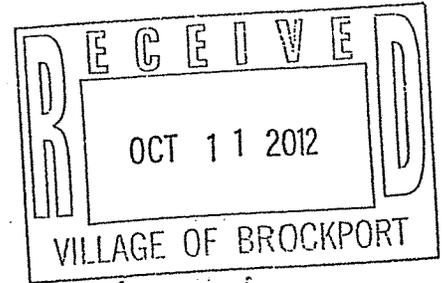
NOW, THEREFORE, BE IT

RESOLVED, that [Name of Local Employer] hereby amends the Deferred Compensation Plan for Employees of [Name of Local Employer] by adopting the amended Model Plan effective August 26, 2011, including the optional provisions in Schedule A, in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned have executed this Resolution in [county], New York this [date] and directed that it be filed as appropriate.



Nationwide®
Retirement Solutions



*get VBS ok
when do
other resolutions
by 12/31/12*

Update to Your Administrative Services Agreement

October 8, 2012

Dear Leslie A Morelli

Nationwide Retirement Solutions is proud to be the administrator of your Deferred Compensation Program and your partner in helping employees plan for and live in retirement.

We are pleased to present you with an updated Administrative Services Agreement which provides more consistency and clarity to your contract language. Please review the enclosed materials and if you are satisfied with the Agreement, please sign the Agreement and fax it to our Plan Administration team at 1-877-677-4329.

Why the change?

In the course of regular business, it is not uncommon to periodically make changes to the contract to update or better describe the services you receive. This change has been made to make the language in our administrative agreements consistent throughout the Deferred Compensation Program.

What do you need to do?

Once you have reviewed the Agreement and are comfortable with it, please sign and fax it to 1-877-677-4329. If you have any questions, please contact your local representative or Nationwide Plan Sponsor Support at 1-877-849-8282.

We value our longstanding partnership and are committed to serving you and your participants for many years to come.

Sincerely,

Eric Stevenson
Senior Vice President
Nationwide Retirement Solutions

10/17/2009

Dear Mr. [Name],

I am writing to you regarding the [Project Name] that we discussed in our meeting on [Date]. We are pleased to hear that you are interested in the [Project Name] and we are happy to provide you with the information you need.

The [Project Name] is a [Project Description] that will [Project Goals]. We believe that this project will [Project Benefits] and we are confident that it will be a success.

We are currently [Project Status] and we are looking for [Project Requirements]. If you are interested in [Project Name], please contact me at [Contact Information].

We are looking for [Project Requirements] and we are confident that you will be a great fit for this project. We are currently [Project Status] and we are looking for [Project Requirements].

We are currently [Project Status] and we are looking for [Project Requirements]. We are confident that you will be a great fit for this project. We are currently [Project Status] and we are looking for [Project Requirements].

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DEFERRED COMPENSATION PLAN ADMINISTRATIVE AGREEMENT

This Agreement, made this ___ day of _____, 200_ between the _____
Deferred Compensation Committee ("Committee"), the _____
("Employer") having an address at _____,
New York _____ and Nationwide Retirement Solutions ("NRS") having an address
at 5900 Parkwood Place, PW-04-04, Dublin, OH 43016.

WHEREAS, the Employer adopted a resolution authorizing the Committee to enter into this Agreement with NRS for professional services pertaining to the administration of the Employer's deferred compensation plan in accordance with Section 457 of the Internal Revenue Code ("Code") and the New York State Deferred Compensation Board Rules and Regulations ("Regulations"); and

WHEREAS, the Employer has adopted the Model Plan, promulgated by the New York State Deferred Compensation Board ("Board"), in its original or thereafter amended form, for the benefit of its employees ("Participants"), their Beneficiaries and Alternate Payees. **The Model Plan, previously submitted as a required document for *acknowledgement* to the President of the Civil Service Commission, is hereby incorporated by reference.**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Employer, the Committee, and NRS do hereby agree as follows:

I. RESPONSIBILITIES

A. GENERAL

NRS shall implement and administer the Model Plan in compliance with the Code, state and federal statutes and the Regulations. NRS shall establish such internal administrative systems and procedures as are necessary to administer the Model Plan.

B. SOLICITATION AND EDUCATION

NRS shall develop and implement a procedure, approved by the Committee, to make all eligible employees aware of the Model Plan in a manner that will not disrupt the work of the Employer, but will allow each employee to receive information and assistance required to properly determine their optimum degree of participation, if any, in the Model Plan. Employees will be provided with explanatory charts and be provided with general data concerning the advantages and restrictions of the Model Plan. At all times, the Model Plan will be explained as a voluntary fringe benefit made available by the Employer to its employees.

All information obtained from the employee shall be confidential and used exclusively for purposes relating to the Model Plan. Neither NRS nor its agents or employees shall contact an employee with respect to any products made available by NRS or Nationwide other than in connection with the Model Plan, nor use information obtained by reason of its appointment as an Administrative Service Agency to solicit employees with respect to such other products.

C. EMPLOYEE ENROLLMENT

NRS will make available dedicated resources for enrollment of employees into the Model Plan. NRS shall notify all eligible employees of the opportunities available under the Model Plan within a mutually agreed upon period of time from the initial implementation of the Model Plan, or for subsequently hired employees, within a mutually agreed upon period of time from their hire date.

D. STATEMENTS

NRS shall provide calendar year quarterly individual account reports to each Participant reflecting their account balances as of each March 31, June 30, September 30, and December 31 ("Statement"). The Statement shall indicate the deferred amounts received and processed by NRS for each Participant, the account value of each investment for each Participant, and the total account value (including earnings or losses with respect thereto) of each Participant's account at the end of the period. An individual Statement shall be distributed to each Participant as promptly as possible but no later than thirty (30) days following the end of each calendar year quarterly period. Each Participant shall be furnished annually with a written disclosure of (i) all fees and expenses paid out of or charged against any assets of the Model Plan, including all fees and expenses netted against any investment return on amounts held under the Model Plan and (ii) the allocation of all such fees and expenses to and among Participants' accounts under the Model Plan.

E. TOLL-FREE CUSTOMER SERVICE NUMBER

NRS will provide a toll-free number at no cost to the Employer, the Committee, the Participants, their Beneficiaries and Alternative Payees. Participants will be able to request telephone exchanges and allocation changes, along with account balance information and other services as may be provided by NRS.

F. ELECTION OF AMOUNTS DEFERRED

At the time of enrollment, Participants shall be required to elect the amount of compensation to be deferred. Thereafter, subject to the provisions of the Model Plan, Participants may change their elections regarding the amount of compensation deferred, discontinue or temporarily suspend future deferrals, or select a "catch up" option by giving written notice to NRS or Employer as may be appropriate. NRS shall supply the forms and software to be used by the Participant for these purposes. NRS will make said forms and software available to employees and shall collect completed forms from employees. Participants having questions with regard to the completion of the forms will be directed to contact NRS. NRS shall provide assistance to Participants for completion of the forms.

G. MAXIMUM LIMITATION OF DEFERRALS

NRS will provide deferral limit testing services to Employer subject to the following conditions: (1) NRS shall accept or reject Participant election forms, (2) NRS shall not be responsible for monitoring the reductions in the limitations of Sections 3.2 (a) and 3.2 (b)(I) of the Model Plan caused by any amount excluded from the Participant's gross income for the applicable plan year under Sections 402(a)(8), 402 (h)(1)(B), 403(b), 457(a), and 501 (c)(18) of the Code under any plan maintained by the Employer or any other and as provided by any other applicable provision of law, and (3) NRS shall not be responsible for monitoring for purposes of these limitations, deferrals to any other Code Section 457 plan sponsored by the Employer. NRS shall return to the Employer, for refund to the Participant, any deferrals found to be in violation of the Model Plan.

H. ELECTION OF FUNDS

At the time of enrollment, Participants shall be required to specify the dollar amount or percentage of their compensation that shall be deferred to each available investment option. Thereafter, subject to the provisions of the Model Plan, Participants may direct their future deferrals to other investment options or may transfer all or part of their interests in investments to other investments by meeting with a NRS representative, giving written notice to NRS, by initiating the transaction over the website or by calling the NRS toll-free customer service number. NRS shall supply the forms to be used by the Participants for the foregoing purposes if appropriate. NRS will make said forms available to Participants and shall collect completed forms from Participants. Participants having questions with regard to the completion of the forms will be directed to contact NRS. NRS shall provide assistance to the Participants for completion of the forms.

NRS shall not advise any Participant in such a way as to recommend the direction of funds into or out of any particular option. Each Participant is solely responsible for the investment and allocation of his or her deferrals in and among the investments and shall assume all risk in connection with any decrease in the value of any or all of the investments.

I. APPLICATION OF NEW MONIES RECEIVED

Deposits of Participant contributions shall be made in accordance with terms and conditions no less favorable than required by the Regulations provided deposits are received in "Good Order". "Good Order" is defined as: the reconciliation of deferral data and funds remitted by the Employer.

Unless the parties agree otherwise, all monies shall be payable to NRS, acting on behalf of the Employer under the Model Plan, with the consent and acknowledgement of the Committee. NRS shall immediately put the monies in "Good Order" and remit or transfer such monies to the Financial Organization(s) on behalf of the Employer.

J. DISTRIBUTION OF BENEFITS

Unless the parties agree otherwise, all benefits shall be payable by NRS in accordance with the Trust Agreement and Section 7 of the Model Plan, subject to the consent and acknowledgement of the Committee.

NRS shall in accordance with the Model Plan, Trust Agreements and this Agreement cause checks to be issued to Participants, their Beneficiaries or Alternate Payees. NRS shall cause the withholding of appropriate federal taxes and state taxes from all disbursements to Participants under the Model Plan and is responsible for the timely submission and reporting of such withheld amounts to the appropriate state and federal taxing authorities, and the preparation and mailing of appropriate tax withholding forms to Participants, their Beneficiaries or Alternate Payees.

K. REFUNDS

NRS shall refund to Employer any contribution made as the result of error or misunderstanding prior to investment. Said refund shall be made only with the written consent of the Employer in amounts authorized by the Employer. Additionally, if an amount is set-aside to be held in the Trust Fund by an Employer under mistake

of fact, such amount shall be returned to such Employer, as soon as practical but no later than one year after its payment. Any amounts so returned to the Employer, and the earnings thereon, shall be returned by the Employer to the Participants on whose behalf such amounts were set aside.

L. CONFIDENTIALITY

All information obtained by NRS in connection with any services performed by NRS with respect to the Model Plan shall be considered confidential and may be disclosed to third parties only to the extent necessary to operate the Model Plan for the exclusive benefit of Participants and Beneficiaries.

M. RECORDS

NRS shall maintain books, records, documents, and other evidence pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect at the effective date of this Agreement.

NRS shall maintain a computer facility capable of on-line entry and retrieval of information regarding basic Participant records. Each Participant record shall be maintained with a description of each investment option elected under the Model Plan. Upon termination of the Agreement, microfiche copies (or its replacement) of Model Plan records will be transferred at the direction of the Committee to the successor Administrative Service Agency or returned to the Employer.

N. REPORTS

NRS agrees to provide the following reports, within thirty (30) days following the end of each calendar year quarterly period to the Committee, or at the direction of the Committee, to the Employer:

1. A calendar year quarterly Model Plan statement, produced as a by-product of the participant's Statement ("Entity Statement"), summarizing all participant activity that transpired during the reporting period; and
2. Quarterly summaries indicating the total deferred amounts invested, total values (including earnings or losses with respect thereto), and total amount of deferred funds allocated to each investment under the Model Plan ("Financial Activity Confirmation Statement"); and

3. Surrender Audit Reports showing, by Participant and Social Security number, the total amount surrendered by fund and the date of such surrenders. The type of withdrawal (for example, annuity purchase, payments due to termination of employment, and unforeseeable emergency withdrawal), will be indicated by a two-digit reason code.

O. COMMITTEE MEETING

NRS shall coordinate and assist the Committee in arranging meetings to address matters pertinent to NRS administration of the Model Plan as needed. NRS shall maintain a duplicate set of minutes from such meetings. At the meeting prior to the termination of this Agreement, NRS shall prepare the Committee to initiate its renewal bid process with respect to the Model Plan.

P. NATURAL DISASTER

To the extent that NRS is prevented in the normal course of business from performing the services described in this Agreement; in whole or in part, due to Acts of God, fire, flood, sabotage, accidents involving aircraft, trains, or other vehicles or other accidents beyond the reasonable control of NRS, NRS shall not be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or part from such events. In such event, NRS will use its best efforts to comply with the applicable time standards as set forth in the Model Plan, Regulations, and this Agreement.

For purposes of this Agreement "Acts of God" are defined as acts, events, happenings, or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

II. RESPONSIBILITIES OF THE EMPLOYER AND/OR THE COMMITTEE:

NRS shall receive assistance in the administration of the Model Plan from the Employer or Committee as the case may be as follows:

1. Determination that the Employer is an "eligible employer" as that term is defined in Code Section 457(e)(1)(A). This status determination shall be the sole responsibility of the Employer;
2. Provide NRS its full cooperation and support in administering the necessary salary deferral system for contributions to the Model Plan; including notification by the Employer to NRS in writing,

- within fourteen (14) business days, of Participants who have separated service, including retirement, from the Employer;
3. Dissemination by the Employer from time to time such promotional materials as provided to it NRS for employee distribution
 4. Cooperation with NRS in arranging for representatives of NRS to conduct enrollment meetings with the Employer's Employees;
 5. Coordination by the Committee on behalf of the Employer of all material matters relating to activities of the Model Plan;
 6. Acceptance by the Committee and Employer of the terms and conditions of the investment media;
 7. Immediate notification to NRS of any decrease in a Participant's includible compensation or any increase in any pre-tax salary reduction;
 8. Direction by Employer or Committee to NRS of Participants desiring to increase contributions to the Model Plan to NRS for disclosure of includible compensation and completion of appropriate forms; and
 9. Employment, at its own cost, an independent certified public accountant to perform the annual Model Plan audit and ensure that it is completed and filed in accordance with the Regulations. NRS' assistance for the Model Plan audit will be limited to the support detailed in Section III.
 10. Participation by the Committee with NRS in meetings as needed. The Committee shall serve as the recording secretary and maintain appropriate minutes of such meetings and the Committee will provide a copy of the minutes to NRS. Any vacancies in positions of the Committee shall be filled at these meetings.

III. AUDIT

Within a reasonable period of time at the end of the Model Plan year, NRS will provide to the Employer certain audited financial reports and other reports currently produced by, or available to NRS to assist the Employer in preparing for its annual audit.

IV. BONDING

NRS shall maintain, at its own cost and in an amount required by the Regulations, fidelity bonding covering all officers, employees, and agents of NRS having access to funds contributed to the Model Plan, to protect the Employer, the Committee, and the Model Plan from any loss resulting from employee theft or dishonesty.

V. TERM

NRS, the Employer, and the Committee shall perform the duties outlined within this Agreement for a period not exceeding five (5) years beginning on the effective date of the Agreement.

VI. TERMINATION

A. BY THE COMMITTEE

The Committee may terminate this Agreement upon 90 days written notice to NRS if NRS fails to perform any of its material obligations hereunder. During such 90-day period, NRS shall have the right to cure the default or breach. Any written notice given hereunder shall specifically state the nature of the default or breach.

B. BY NRS

If the Employer or the Committee fails to agree, whether by act or omission, to the terms and conditions for participation in the Model Plan, NRS shall have the right to terminate this Agreement upon 90 days written notice to the Committee: provided, however, the Employer or the Committee may cure the default or omission within 90 days immediately following the date of said notice. If the Employer or the Committee terminates Nationwide Life Insurance Company as the Financial Organization of the Model Plan, NRS shall have the right to terminate this Agreement at any time after the termination date of the Nationwide contract.

C. EFFECT OF TERMINATION

In the event this Agreement is terminated by either party, NRS agrees to comply with the termination provisions as stated in the Regulations, as they now exist or may hereafter be amended.

VII. INDEMNIFICATION

NRS agrees to indemnify and hold harmless the Employer, the Committee, and the Participants from losses, costs, or expenses, including reasonable attorney fees, arising out of acts, negligence, omissions or any breach or non-performance of NRS' respective duties under this Agreement.

VIII. GENERAL PROVISIONS

A. CAPTIONS

Titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof of the Agreement or in any way effect the Agreement.

B. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid. In addition, this Agreement supersedes any previous Administrative Agreement between the parties, if applicable.

C. MODIFICATION OF AGREEMENT

This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

D. INVALID PROVISIONS

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to agencies, persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. SUBCONTRACTING

The Employer, the Committee and NRS agree that subcontracting, as referenced in Section 9003.5(b) of the Regulations, will not be permitted.

F. APPLICABLE LAW

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York.

G. ACKNOWLEDGMENT

NRS acknowledges and avers that it is an Administrative Service Agency as that term is defined in the Regulations

H. NOTICE

The addresses of the Employer, the Committee and NRS set forth in the beginning of this agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may be written notice to the others given pursuant to this paragraph designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to

it may be directed. Also, for notices to NRS, a copy should be directed to:

NRS
ATTN: NRS Office of General Counsel
5900 Parkwood Place
PW-01-08
Dublin, OH 43016

I. DOCUMENTARY PROVISION

This Agreement is subject to the Model Plan and the Regulations as now stated or hereinafter amended, and are hereby incorporated by reference.

This Agreement is effective upon execution by the following parties:

COMMITTEE

(Print Name of Committee Chairperson)

By: _____

Date: _____

EMPLOYER

(Name of Employer)
By: Maria C. Castañeda
(Chief Executive Officer)

Maria C. Castañeda
(Print Name)

Date: _____

NATIONWIDE RETIREMENT SOLUTIONS

By: _____

Title: _____ Date: _____

GENERAL CODE PROPOSAL *for*

CODIFICATION SERVICES

For

Village of Brockport

Monroe County
New York

November 30, 2012

Valid for 6 months

Codification Account Manager
LoriAnn Shura
Email: ishura@generalcode.com

PRESENTED BY

**GENERAL
CODE**

Information made civil.



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EXECUTIVE SUMMARY

ABOUT GENERAL CODE

Serving the needs of communities since 1962, General Code provides codification and enterprise content management solutions to more than 2,700 municipal governments throughout the United States and Canada. General Code's focus on superior client service, commitment to quality and technical innovation has made our organization the codifier of choice for progressive municipalities who understand the value of transparency and efficient operations. Our staff has developed, implemented and maintained codification projects for a wide variety of local governments, ranging from small towns and villages to major cities and counties. We invite you to view a selection of customer testimonials on our website, www.generalcode.com.

SITUATION ANALYSIS

The Village of Brockport is located in the Town of Sweden in Monroe County in western New York and was incorporated in 1829. Since then, the Village has grown and currently is home to more than 8,330 residents.

The Code of the Village of Brockport was originally published by General Code in 1967. Since then, it has been updated 82 times, most recently in 2008, including legislation through Local Law No. 8-2008. At this time, the Village wishes to update and revitalize the Code with new legislation through Local Law No. 4-2012. General Code can meet the Village's objectives and has outlined its price, processes, and procedures for doing so in the following proposal for the Village's consideration.

GENERAL CODE RECOMMENDATION

The Village of Brockport's challenges will be met and goals achieved through our Revitalization recommendation outlined within. With the above considerations in mind, General Code has the following recommendations for the Code of the Village of Brockport:

- General Code will provide professional codification services to ensure that the Code of the Village of Brockport is up-to-date, accurate and enforceable, including incorporation of any revisions or new legislation as may be necessary.
- General Code will provide the Village with new Code books in an 8 ½-by-11-inch format, which will be more functional and more visually accessible to the reader, and which will better allow for continued growth of the Code book in the future.
- General Code will also create a new index for the Code book, so that users of the Code can easily locate Code sections on a particular subject.
- Finally, General Code will work with the Village in the future to provide for ongoing supplementation and updating of the Code as may be necessary from time to time.

SUMMARY OF INVESTMENT: \$ 9,500 *

The investment is explained in detail in the investment section of this proposal and is based on the requirements identified by the Village.

**Note: Price may vary depending on Project Options selected by the Village.*

EDITORIAL OBSERVATIONS

Reasons for the Village to consider this work at this time include:

- The original Table of Contents was created with gaps in the chapter numbering system to accommodate the insertion of new chapters without affecting the alphabetic sequence. Over the course of time, some of the gaps have been filled, requiring we assign "A" suffix characters to chapter numbers to maintain the alphabetic sequence. Suffix characters are used to not incur considerable expense to the Village by renumbering the Table of Contents and therefore reprinting the entire Code; however, after 45 years, the Table of Contents has reached the limits of what can be done with this approach.
- Many copies of the 1967 Code may be in various stages of upkeep or may have been lost altogether. This is not an unusual situation, but one that can reduce the reliability and value of the Code as a legal, administrative, enforcement and reference tool.
- With all of the legislation adopted over the past years, the binders may be wearing out with age and use. Many municipalities have found the 8 ½-by-11-inch page size for the Code to be more functional. Not only does this page size photocopy more efficiently, but the larger pages accommodate more text in a more readable format. This results in the handling of fewer pages by Code holders during supplementation. The fewer pages handled, the less likely it is that errors might be made in removing/replacing pages. In addition, tables and charts are better laid out on the larger pages, making them easier to use.
- Now more than ever, there is a need for municipalities to have their Code in a searchable and accessible electronic format. In addition to having the document in a much more versatile form, many municipalities have been able to reduce the number of printed Code volumes in circulation by providing access to the Code on their computer network. Not only does this save you time and money on future supplementation, it also gives the Village the ability to provide public access via the Internet.
- The Index to the Code currently consists of two parts: a main Index and a Supplemental Index. When a Supplemental Index reaches a certain size, its use in conjunction with the main Index becomes quite cumbersome, and the outdated entries in the main Index could create confusion for Index users. We now have technology to keep new Indexes up-to-date directly with subsequent supplementation.
- A Code is a living document that is constantly under revision through the addition of new legislation and amending of existing laws to stay current with the times. Over time, inconsistencies, duplications and conflicts will begin to occur and may become contentious or may cause significant problems for the community. This is not an unusual situation, but one that can reduce the reliability and value of the Code as a legal, administrative, enforcement and reference tool.
- After 45 years, there may be a need for the Village to have the Code reviewed to identify areas that may not have kept pace with changes in state statutes or which no longer accurately reflect the current practices and policies within the Village. For example, fees and penalties contained in the Code may need to be reviewed to ensure they cover enforcement and administrative costs and are high enough to deter breaking of the laws; titles of officers and employees, as well as

departments, may have changed (the former Dog Warden may now be the Animal Control Officer, or the former Building Inspector may now be the Code Enforcement Officer); and new laws may be required for situations not previously regulated, such as recycling, cell towers and wind turbines.

Since 1962, General Code has been developing flexible formats and procedures that accommodate changes and growth. As a result of our efforts, many of the Codes on our shelves that were originally published 20 or more years ago are still viable documents because they were "built" with ample room for growth and designed so that new material could be easily added to the document.

The organizational structure of the Code makes locating specific information nearly effortless. With the adoption of each new local law, the task of accessing current information can become more and more difficult. The publication of your new Code by General Code will make information more readily available for the Village of Brockport officials, employees and residents.

PROJECT DELIVERABLES

Project Materials: To begin the project, General Code will use the following materials:

- A copy of the Village's 1967 Code, as updated through Local Law No. 8-2008
- Uncodified legislation adopted from Local Law No. 9-2008 through Local Law No. 4-2012, previously supplied by the Village *

* Please note that only those local laws already reviewed are included within the scope of this project. Additional local laws may be included and shall be subject to an additional charge.

General Code requests the Village set up a process during the project to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and shall be subject to an additional charge at the end of the project.

Preliminary Telephone Conference: As the first step in the process, General Code will consult with the Village's designated contact person. The purpose of this discussion is to review the project generally and clarify any initial questions for both General Code and the Village.

Electronic Inputting; Proofreading; Stylizing: The text of the current Code and any additional materials that may not already be electronic will be input and thoroughly proofread to ensure complete accuracy.

Organization: The Code will be reorganized, utilizing the General Code style. The Table of Contents will be expanded and renumbered to fit accordingly.

Administrative Review: We will prepare a proposed Table of Contents of the Code and a listing of legislation reviewed, along with any missing material and adoption dates, and other questions pertaining to the completeness of the materials being reviewed.

Editing: During the editing process, we will:

- Edit the text of the legislation to include historical notations indicating the source and date of adoption of each enactment
- Update the Table of Contents to add, delete or revise chapters and articles included in the Code, as applicable
- Insert descriptive title headings for each chapter, article and section, as applicable
- Include or update cross-references and Editor's Notes, as required
- Copyread the legislation for style and grammar and to correct typographical and spelling errors

Formatting: Final formatting and page layout work will be completed. The Code pages will be designed in an 8 ½-by-11-inch page size, using an 11-point Times New Roman font in a single-column format.

Index: We will prepare and publish a comprehensive Index for the Code. The Index is specifically designed to be easy to use, so that the information in the Code can be quickly located.

Publication of new Code volumes: The base price includes the publication of 5 new Code volumes in high-quality, custom-imprinted post binders. You may choose blue, dark red, green, brown, black or gray binders, with either white, silver or gold silk-screen lettering. The Village Seal can also be embossed on the front and spine if you wish. Each copy of the Code will be serial-numbered. We will provide you with forms to keep track of the distribution of the Codes, so that as officials leave office, you will know whether or not their copy of the Code has been returned.

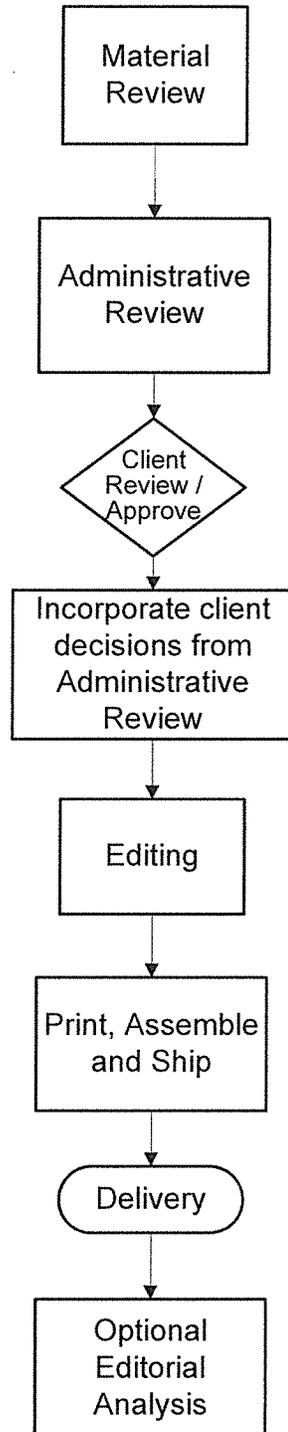
Disposition List: The Disposition List sets forth, in chronological order, the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project and indicates its inclusion in or omission from the Code. The Disposition List is designed to assist you in locating not only legislation included in the Code, but also legislation that is not included.

Derivation Table: Our agreement with the Village provides for the renumbering and reorganization of the Code into our standard format. To ease the transition from the old numbering to the new numbering system, we will prepare a Derivation Table. The Derivation Table, which will be included at the end of the published Code, will clearly show the chapter numbers from the Village's existing Code, and where they have been included in the new Code.

Code Adoption Legislation: We will prepare the proposed Code adoption legislation and/or necessary information to establish the Code as an official document. This material will be furnished to the Village Attorney for review and enactment by the governing body. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Code Delivery; Recordkeeping; Supplement Distribution: After the Code is delivered, we will review the project with you to ensure that everything meets your expectations. At that time, we will work with you to set up an effective recordkeeping system to keep track of the distribution, sale and maintenance of Codes and supplements. Our standard system makes it easy for you to keep track of Codes and to ensure that they are being kept up to date. Each Code is serial-numbered, and each supplement is serial-numbered to match the Code books and is individually enveloped and addressed to the department or individual who holds that copy of the Code. They can either be mailed directly to Code holders from our offices or sent to you for distribution.

WORKFLOW



OPTIONAL SERVICES

General Code's eCode360[®] is a virtually maintenance-free product containing the current and complete text of the Village's Code online. Hosted and maintained for your convenience by General Code, the Village will be able to view and search the Code by simply having access to the Internet. Access to your Code is as simple as adding a link on your website or General Code's website, enabling users to click and review your Code at any time. MultiView Technology provides a choice of viewing options on any PC or Mac platform, including optimized viewing for smartphones, tablets and eReaders.

To view and use the Town of Ballston's eCode360 click: <http://www.ecode360.com/BA1734>

The screenshot shows the eCode360 web application interface. At the top, it says "GENERAL CODE eCode360" with a search bar and a toolbar. Below the search bar, there are navigation tabs for "Main", "Contents", and "Index". The main content area is titled "Library" and shows "Town of Ballston, NY" selected. A "Change Views" link is visible in the top right. The content is organized into two main sections: "PART I, ADMINISTRATIVE LEGISLATION" and "PART II, GENERAL LEGISLATION". Each section contains a list of chapters with dropdown menus and corresponding titles.

Legislation not yet codified
[Applicable to Codes only; excludes eLex and WIF]
 Town of Ballston, NY
[Dock Ordinance](#)
[Docks, Moorings, Boathouses and Marinas Regulations](#)
[LL No. 3-2011](#)

PART I, ADMINISTRATIVE LEGISLATION

- CHAPTER 1 - GENERAL PROVISIONS
- CHAPTER 5 - APPEARANCE TICKETS
- CHAPTER 10 - DEFENSE AND INDEMNIFICATION
- CHAPTER 14 - ETHICS, CODE OF
- CHAPTER 19 - INVESTMENT POLICY
- CHAPTER 26 - OFFICERS AND EMPLOYEES
- CHAPTER 28 - PERSONNEL POLICIES
- CHAPTER 30 - PROCUREMENT POLICY
- CHAPTER 35 - RECORDS
- CHAPTER 39 - SEXUAL HARASSMENT POLICY
- CHAPTER 42 - SMOKING POLICY

PART II, GENERAL LEGISLATION

- CHAPTER 48 - ANIMALS
- CHAPTER 52 - BUILDINGS, UNSAFE
- CHAPTER 56 - ELECTRICAL STANDARDS

© 2008-2011 General Code

Standard eCode360 includes the following features:

- Pre-Supplementation Posting *
- Annual Quick View CD
- Easy Navigation
- Electronic Index
- Simple-to-Use Print Functionality

Premium eCode360 includes all Standard features plus:

- Multi-Code Searching
- Bookmarking Searches
- Public And Private Annotations
- Personalized Links Within Annotations
- Free Upgrades With Additional Features
- PubDocs Module Included at No Additional Charge – Permits Uploading of Non-Code Documents, Such as Resolutions and Minutes, to the Web for Easy Public Access **



* **Pre-Supplementation Posting:** Between regular Code supplements, General Code will temporarily attach (append) verbatim copies of new legislation to your online electronic Code to provide ready access to information until such time as the legislation can be codified through supplementation. This service is included with the Annual Maintenance for eCode360. Please note if supplementation does not occur within one year of appending, General Code will remove the link to the that legislation.

** **Public Documents Online Module**

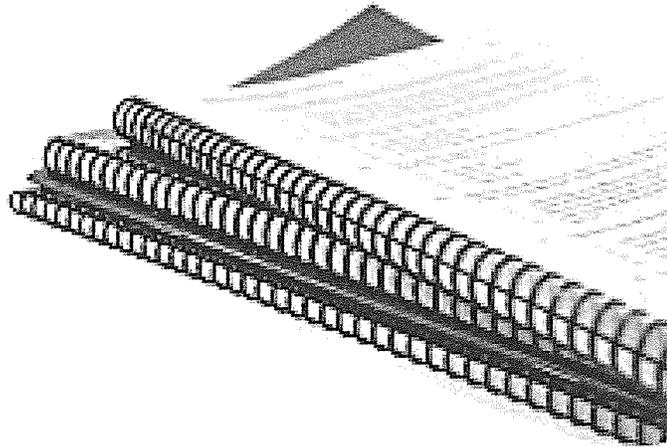
General Code is proud to introduce our new Public Documents (*PubDocs*) online module for our electronic Code services. With *PubDocs*, you can provide immediate online access to information and documents that you want to make available to the public, such as meeting minutes, agendas, resolutions, budgets, pending legislation, and more.

PubDocs is fully integrated with **Premium eCode360**[®], your online Code, and provides an easy-to-use process for document management. *PubDocs* is a great way to augment your e-government services and improve your overall outreach to the community. Best of all, *PubDocs* enhances your municipality's transparency by offering your citizens and other constituents a solution that meets their ever-growing needs and expectations for instantaneous information in today's digital world. (Please note that PubDocs is not a repository for archiving purposes.)

Benefits of *PubDocs*:

- Easy to use, self-managing process
- Secure process for posting documents
- Documents are automatically converted to searchable PDFs
- Search document content concurrently along with your Code
- Search by name, date, description, category or use our advanced features such as a color-coded search filter with checkboxes
- Fully integrated and accessible through eCode360[®]
- Fully hosted service through General Code
- Upload all types of documents (e.g., Word documents, Excel Spreadsheets, etc.) to view and search
- Public documents viewable by anyone – anytime, anywhere

PubDocs is included with **Premium eCode360**[®] at no additional charge. Costs associated with any necessary scanning services will be provided upon request.



Optional Post-Project Editorial and Legal Analysis: Following the delivery of the Code books, an Editorial and Legal Analysis can be prepared for your review. Our staff of editors and attorneys is in contact with hundreds of communities. They will provide you with the benefit of their experience and with information that you can use to determine how your legislation can be revised and improved. The project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook, with an easy-to-use checklist format, for the use of the Village officials, including the Attorney, who will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Legal Analysis will include the following:

- Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- Identification of duplications, conflicts and inconsistencies with New York statutes
- Any practical recommendations to make your legislation more enforceable
- Suggestions regarding fines, fees and penalties
- Suggestions on ways to modernize your legislation

The Village will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed to be necessary. All final decisions regarding the sufficiency of the legislation that is codified, and any changes to be made to said legislation, shall be the province of the Village officials and the Village Attorney.

Some municipalities prioritize the issues to be reviewed and work on a few at a time, adopting changes as decisions are made and then incorporating them into the Code through routine supplementation. Other municipalities prefer to review the entire Analysis and incorporate all of the changes in one comprehensive Code supplement and then readopt the Code.

INVESTMENT DETAIL AND OPTIONS

Prices noted for listed components of the project as well as other services are valid for 6 months from the date of this proposal.

Base Revitalization Project Price **\$ 9,500**

- Preliminary Telephone Conference
- Update 1967 Code through Local Law No. 4-2012
- Proofreading
- Administrative Review
- Editorial Work
- Formatting and Stylization
- Duplication
- 5 Code volumes in Standard Imprinted Post Binders
- Comprehensive Index
- Disposition List
- Derivation Table
- Code Adoption Legislation
- Shipping

Optional Components

Additional Codes purchased with this project \$ 65 each

Please Note: These Codes are in addition to the 5 included in the base price as noted above.

Post-Project Editorial and Legal Analysis \$ 3,805

Premium eCode360[®] and Pre-Supplementation Posting \$ 1,195
*Includes set-up and the first year maintenance fee of \$1,195 **

-OR -

Standard eCode360[®] and Pre-Supplementation Posting \$ 995
*Includes set-up and the first year maintenance fee of \$995 **

* eCode360 Annual Maintenance **Standard** - \$995 **Premium** - \$1,195

The maintenance fee is an annual recurring flat fee. We strongly recommend that the Municipality budget for this expense each year. Please note that this does not include the cost for codifying new legislation.

PERFORMANCE AND PAYMENT SCHEDULES

Performance Schedule (*reflects business days excluding legal holidays*):

- Initial telephone conference: within 30 days of contract signing.
- Submission of Administrative Review: within 90 days of contract signing and receipt of materials; Municipality has 30 days for review.
- Delivery of Code volumes: within 100 days of receipt of responses to the Administrative Review.
- **Optional** Delivery of Post-Project Editorial and Legal Analysis: within 110 days of delivery of Code volumes.

Payment Schedule A: (without Editorial and Legal Analysis)

- 30% of the total project price shall be invoiced within 30 days of contract signing.
- 20% of the total project price shall be invoiced upon submission of the Administrative Review.
- 50% of the total project price shall be invoiced upon delivery of the Code volumes.

Payment Schedule B: (with Editorial and Legal Analysis)

- 25% of the total project price shall be invoiced within 30 days of contract signing.
- 25% of the total project price shall be invoiced upon submission of the Administrative Review.
- 25% of the total project price shall be invoiced upon delivery of the Code volumes.
- 25% of the total project price shall be invoiced with delivery of the Post-Project Editorial and Legal Analysis.

AUTHORIZATION AND AGREEMENT

The Village of Brockport, New York hereby agrees to the procedures outlined above, to General Code's Codification Terms and Conditions, which are available at www.generalcode.com/TCdocs, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

Base Revitalization Project Price **\$ 9,500**

Optional Components

- ___ Additional Code books* purchased at \$ 65 each: \$ _____
- Post-Project Editorial and Legal Analysis \$ 3,805
- Premium eCode360[®] and Pre-Supplementation Posting \$ 1,195
- OR-
- Standard eCode360[®] and Pre-Supplementation Posting \$ 995

**Please Note: These Codes are in addition to the 5 included in the base price as noted above.*

Total Investment with any selected options: **\$ _____**

VILLAGE OF BROCKPORT, MONROE COUNTY, NEW YORK

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ In the Presence of: _____

Title: _____ Title: _____

Date: _____ Date: _____

*Please sign, fax and mail this page to General Code at
(585) 328-8189 • 781 Elmgrove Road • Rochester, NY 14624*

General Code will sign and mail a copy of this agreement to the Municipality for its records.



ADD TO 12/4 VB work session
packet - discussion only - action 12/11

Leslie Ann Morelli

From: Bill Andrews [wandrews@frontiernet.net]
Sent: Tuesday, December 04, 2012 9:42 AM
To: Castaneda, Connie; Blackman, Margay; Hannan, Carol; Kent Blair; Andrews, Bill/Monika; Morelli, Leslie; Robert Leni; Morelli, Leslie
Subject: Tonight's meeting

I have three items that I would like to have discussed that came up too late to get on the agenda:

1. Authorization for the mayor to sign contracts with Clinton Brown for the HPB comprehensive survey and website creation.
 2. Authorization for the HPB to apply for another CLG grant to hire a consultant to prepare nominations for the state/national registers for a State Street/Park Avenue historic district, the High Street cemetery, and Hartwell Hall.
 3. Authorization for the mayor to sign the trust fund agreement for the Monika Andrews award.
- Action needs to be taken on all three at the 12/11 meeting.

COPY

MAYOR _____

BOT _____

DH'S _____

OTHER _____

Leslie Ann Morelli

From: Bill Andrews [wandrews@frontiernet.net]
Sent: Thursday, December 06, 2012 3:23 PM
To: Castaneda, Connie; Blackman, Margay; Hannan, Carol; Kent Blair; Andrews, Bill/Monika; Morelli, Leslie; Robert Leni; Morelli, Leslie
Subject: CLG grant application

Dear Colleagues--I plan to ask at Tuesday's meeting for authorization for the HPB to apply for a CLG grant to hire a consultant to prepare nominations to the state and national Registers of Historic Places for 71 houses in an historic district in the State Street/Park Avenue neighborhood, the High Street cemetery, and Hartwell Hall. Virginia Bartos, who administers that program in Albany has reviewed the historic district and the cemetery and believes them to be eligible. Also, I have consulted with Albany about Hartwell Hall and have been encouraged to proceed. The grant would cover 71 houses @ \$30=\$2,130, the cemetery @ \$750, and Hartwell at \$1,100, total \$3,980. The \$30 figure is based on Brown's quote for the comprehensive survey, the \$750 is based on what Sweden paid Ann Parks to nominate Lakeview cemetery, the \$1,100 is based on what we paid Parks to nominate the Middle School. The Village's match would be in-kind administrative support, very minimal, and volunteer in-kind support doing the photography and history write-ups.--Bill

MONIKA W. ANDREWS TRUST

THIS AGREEMENT made this ___ day of _____, 2012, by **WILLIAM G. ANDREWS**, Creator, residing at 46 College Street, Brockport, New York 14420, County of Monroe, State of New York (hereinafter referred to as the “Creator”), and the Village of Brockport for the benefit of the annual recipient of the “Monika W. Andrews Creative Volunteer Leadership Award” (sometimes referred to as the “MWA Award Program”), as further described in the Addendum attached hereto and made a part hereof,.

WITNESSETH:

WHEREAS, the Creator desires to create a trust to hold such property itemized and described in “Exhibit A” attached hereto and made a part hereof, together with such monies, securities and other assets as the Trustee may hereafter at any time hold or acquire hereunder (said monies, securities and other assets, being hereinafter referred to collectively as the “Trust Estate”) for the purposes hereinafter set forth;

WHEREAS, the beneficiary, will be the annual recipient of the “Monika W. Andrews Creative Volunteer Leadership Award” (hereinafter referred to as the “Award Recipient”) as described in the attached Addendum;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Creator agrees to execute such further instruments as shall be necessary to transfer said property to the Trust and the Trustee agrees to hold the Trust Estate as provided for herein:

ARTICLE I.

GENERAL PROVISIONS

(A) ADDITIONS TO CORPUS

The Creator may add property from time to time to the Trust Estate.

(B) LAWS OF NEW YORK TO CONTROL

The Creator is currently a resident of the State of New York, and all questions pertaining to the validity, construction, effect and administration of this Agreement shall be determined by and in accordance with the laws of the State of New York. The situs of the property of any trust created hereunder may be maintained in any jurisdiction, in the absolute discretion of the Trustee, and thereafter transferred at any time to any other jurisdiction selected by the Trustee.

(C) NAME OF TRUST:

This Trust shall be known as the “MONIKA W. ANDREWS TRUST” and it shall be sufficient that it be referred to as such in any deed, assignment, bequest or devise.

(D) INCOME BENEFICIARY:

Subject to the terms and conditions of this Agreement, the annual Award Recipient shall be the income beneficiary of this Trust.

(E) REMAINDER BENEFICIARY:

Upon termination of this Trust for any reason, the remaining principal and undistributed income of the trust shall be distributed to the Creator, if then living, or to the estate of the Creator if the Creator is then deceased.

(F) RIGHT TO REVOKE AND AMEND THE TRUST:

This trust is revocable during the lifetime of the Creator. However, the Trustee shall have the right to designate Successor Trustees, Co-Trustees, and successor income beneficiaries in the event that the Trustee discontinues its participation in the MWA Award program or for any other reason in the sole discretion of the Trustee. Any successor income beneficiary must be a community service volunteer in the greater Brockport community.

(G) TRUSTEE DESIGNATION:

The Creator names the Village of Brockport as Trustee. The term “Trustee” shall also apply to any co-trustees or successor trustees.

ARTICLE II.

DISTRIBUTION OF INCOME AND PRINCIPAL:

The Trustee shall hold, manage, invest and reinvest the Trust Estate. In addition, the Trustee, in the Trustee's sole discretion, may disburse from the Trust Estate to or for the benefit of the Award Recipient as determined by the Joint Municipal Selection Committee of the three municipalities, the Village of Brockport, Town of Sweden and Town of Clarkson, or as otherwise directed by Trustee in accordance with the terms of this Agreement in the event the MWA Award Program is terminated by the Trustee, so much of the trust net income as the Trustee deems advisable. Any net income not distributed shall be added to principal, at least annually. Principal shall be distributed only upon termination of the trust and in accordance with the terms of this Agreement.

ARTICLE III.

DISPOSITION OF TRUST ESTATE UPON CREATOR'S DEMISE

- (A) After the death of the Creator, the trust will become irrevocable and shall continue to be administered in accordance with the terms of this Agreement until terminated.
- (B) After the death of the Creator, the Trustee may terminate the trust at any time and distribute the principal and any undistributed income to the remainder beneficiaries.

ARTICLE IV.

PROVISIONS RELATING TO THE TRUST ESTATE

No interest of any beneficiary in the income or principal of the trust shall be subject to pledge, assignment, sale or transfer in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his or her interest, nor shall the interest of any beneficiary be liable while in the possession of the Trustee for the debts, contracts, liabilities, engagements or torts of the beneficiary.

ARTICLE V.
POWERS AND DUTIES OF TRUSTEE

(A) INVESTMENTS

The Trustee, (including any Successor Trustee) shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in such Trust(s). Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The Trustee shall not be limited to the type and character of investments in which the Trustee may invest the funds of this Trust, so long as the Trustee uses reasonable prudence and judgment in the selection of investments. The Trustee shall have the following general powers, in addition to, and not by way of limitation of, the powers provided by Section 11-1.1 of the New York State Estates, Powers and Trusts Law:

(1) To retain any property contributed by the Creator, so long as such retention appears advisable, and to exchange any such property for other properties and to retain such items received in exchange. The Trustee may presume that the Creator has confidence in the property owned by the Creator and added to the Trust Estate, and, therefore, no sale thereof shall be made solely in order to diversify investments or to convert said asset to income producing property.

(2) To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

(3) To lend or borrow monies with or without security upon such terms as to rate and maturity and in other respects as the Trustee may deem proper provided no such loans shall be made to a beneficiary of the Trust. All such payment(s), including any Trustee's fees incurred by reason of such payments, shall be charged generally against and made from the Trust Estate; provided, however, that no such payment shall be made from the proceeds of any qualified pension or profit sharing plan received by the Trustee.

(4) To lease any such property beyond the period fixed by statute for leases made by a Trustee and beyond the duration of the Trust Estate or any Trust created hereunder.

(5) To borrow money for any purpose from any source including the Trustee hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

(6) To improve real property and to pay the cost out of principal.

(7) To permit any person having an interest in the income of the trust to occupy real property upon such terms as the trustee deems proper, whether rent free or for the payment of taxes, insurance, maintenance and ordinary repairs, or other expenses.

(8) To invest any part or all of the principal of the Trust Estate in any common trust fund, legal or discretionary, which may be established and operated by and under the control of the Trustee.

(9) To allocate in the Trustee's sole discretion, in whole or in part, to principal or income, all receipts and disbursements for which no express provision is made hereunder, which allocation shall fully protect the Trustee with respect to any action taken or payment made in reliance thereon.

(10) To sell, transfer or exchange any and all Trust assets, real or personal.

(B) ACCOUNTINGS

The Trustee shall have no duty to account to any beneficiary or beneficiaries.

**ARTICLE VI.
PROVISIONS RELATING TO TRUSTEES**

A) BOND

No bond or other security shall be required of the Trustee or Successor Trustee named hereunder.

(B) HOLD HARMLESS

The Trustee shall not be liable or responsible for any loss or damage arising by reason of any act or omission to or by the Trustee or in connection with any activities carried out under this Trust, except for the Trustee's own gross negligence, willful neglect or unlawful act.

ARTICLE VII.

APPOINTMENT OF SUCCESSOR TRUSTEES

(A) If the Trustee is dissolved as a municipal corporation, its powers and responsibilities as described and defined above shall devolve upon and be assumed by its successor municipality.

(B) The Creator reserves the right to remove a Trustee upon three (3) days written notice and replace said Trustee with a Successor Trustee.

(C) The Trustee hereunder (whether originally designated herein or appointed as Successor Trustee) shall have the right to resign at any time by giving thirty (30) days notice to that effect to the Creator, or heirs of the Creator if the Creator is deceased, and to the other municipalities participating in the MWA Award Program if such MWA Award Program is still in effect.

ARTICLE VIII.

PERPETUITIES

If under any of the provisions of this Agreement any portion of the trust estate would be held in trust beyond a date twenty-one years after the death of the last survivor of the Creator and the beneficiaries hereunder in being when this Agreement becomes irrevocable, or such later date permitted by the rule against perpetuities applicable in the State of New York; then, upon such date, the trust of such portion shall terminate and the principal, and any unpaid income thereof, shall be paid and distributed to the person or persons then living who would have been entitled to

receive the income therefrom had the trust continued, in the proportions to which they would have been so entitled.

ARTICLE IX.
MISCELLANEOUS

(A) HEADINGS AND USAGES

The paragraph headings used are for convenience only and shall not be resorted to for interpretation of this Trust. Wherever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural.

(B) VALIDITY OF PROVISIONS

If any portion of this Trust is held to be void or unenforceable, the balance of this Trust shall nevertheless be carried into effect.

2012

WILLIAM G. ANDREWS, Creator

2012

VILLAGE OF BROCKPORT, Trustee

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On _____, 2012, before me, the undersigned, WILLIAM G. ANDREWS, the trust creator, and M. CONNIE CASTAÑEDA, Mayor of the Village of Brockport, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within TRUST instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

EXHIBIT A to the MONIKA K. ANDREWS TRUST

DATED: _____, 2012

1. _____ Bank Account # _____

Receipt of the above-listed items is hereby acknowledged by:

CHASE BANK ACCOUNT # _____

DANIEL HENDRICKS for the Trustee

DATED: _____ 2012

Witness: _____
Edward W. Riley, Esq.
25 Market Street
Brockport, NY 14420

Subsequently Added Property:

Receipt of the above-listed items is hereby acknowledged by:

_____ Trustee

DATED: _____

DATED: _____ 20__

Witness: _____

ADDENDUM:

Leslie Ann Morelli

From: Leslie Ann Morelli [lmorelli@brockportny.org]
Sent: Friday, December 07, 2012 9:17 AM
To: 'Blackman, Margaret'
Subject: RE: ARTs and Cultural Council for Greater Rochester Grant

It's on the agenda.

-----Original Message-----

From: Blackman, Margaret [<mailto:mblackma@brockport.edu>]
Sent: Thursday, December 06, 2012 6:27 PM
To: Leslie Ann Morelli
Subject: ARTs and Cultural Council for Greater Rochester Grant

Hi Leslie,

I believe we have to formally approve this grant application at Tuesday's meeting. If it didn't make it to the agenda, then I will deal with it in my report. Although everyone has seen my narrative notes on the project at the workshop, I will either have the draft of the narrative from the grant writer or a simplified bulleted outline of it. As you are seeing, there seems to be a ton of material that needs to accompany the application. An awful lot of work for a \$3000 grant.

Thanks--

Margay=

Leslie Ann Morelli

From: Harry Donahue [hdonahue@brockportny.org]
Sent: Wednesday, December 05, 2012 10:34 AM
To: 'Leslie Ann Morelli'
Cc: 'Maria "Connie" Castañeda'; 'Trustee Bill Andrews '; 'Blackman, Margaret'; kblair@brockportny.org; 'Trustee Carol Hannan '; 'Treasurer Daniel P. Hendricks '

Mayor & Trustees,

For next week's board of trustees meeting I would like you to consider the following purchase. We are in dire need of having the roof replaced on our old water building @ 36 East Ave. The brick building next to DPW. The building currently houses all of our tools related to building maintenance. We have several thousand dollars worth of tools that have to be covered with plastic when it rains or they will get wet. I have spoke to our liaison trustee Blackman about the purchase. I have also met with Treasurer Hendricks regarding the funding. We have determined that the money will come out of the Water budget. The building currently has a flat roof and that is part of the problem. I would propose that we set trusses on it and put a metal peak roof on it. The metal roof would have a 45 year guarantee. We can do the replacement with our in house labor. We have gotten 3 quotes for the materials from local vendors. They are as follows: Stockham Lumber \$4,493.46, Lowe's \$4,517.04 and Lakeside Builders \$4,552.33. As you can see Stockham Lumber is the cheapest and I would recommend we purchase the materials from them. I would ask for your approval at the meeting on the 11th as we do not meet again till January. We had a fairly dry summer this past summer so it did not cross our mind then but now that the wet season has begun we need to do something about it. As always if anyone has any comments please feel free to call or email. Leslie could you please see to it that this makes it on the agenda.

Thank you,
Harry Donahue
Superintendent of Public Works
Village of Brockport
637-1060 office
637-1062 fax