

November 4, 2020

Ms. Denise M. Knowland
Village Administrator
Village of Thomaston
100 East Shore Road
Great Neck, NY 11023



Dear Ms. Knowland:

Duff & Phelps, LLC ("Duff & Phelps"), will provide Village of Thomaston the consulting services described within this agreement ("Agreement").

Purpose of the Engagement

The purpose of this engagement is to provide Village of Thomaston an updated fixed asset accounting ledger for accounting and financial reporting as of February 28, 2021.

Engagement Scope

We will compile a fixed asset accounting ledger based on information provided by Village of Thomaston for the fiscal year ending February 28, 2021. We will not inventory Village of Thomaston's fixed assets nor verify the existence or ownership. We completed our last inspection and inventory of Village of Thomaston's fixed assets on March 2, 2005.

Definition of Historical Cost

Historical cost is defined by Generally Accepted Accounting Principles as the amount of cash, or its equivalent, paid to acquire an asset.

Scope of Work

To perform our analysis, we require the following information for each fixed asset acquisition, disposal, or transfer:

- | | | |
|----------------|----------------------------------|--------------------|
| • Property | • Tag Number | • Serial Number |
| • Building | • Asset Classification (Account) | • Acquisition Date |
| • Room | • Description | • Historical Cost |
| • Floor | • Manufacturer | • Function Code |
| • Asset Number | • Model | |

Upon your request, we can provide an Excel reporting template and related instructions to assist you in providing us your fixed asset activity data. Fixed asset activity data must be sent to us in Excel format. Village of Thomaston acknowledges and accepts responsibility for the completeness and accuracy of its fixed asset activity data.

We anticipate this engagement will include the following:

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- 1) Assign the appropriate useful lives
 - 2) Estimate historical cost of additions using standard or normal costing techniques. (Normal costing involves estimating the historical cost of an asset by reverse trending the replacement cost new back to the date of acquisition. For standard costing, we estimate the historical cost of an asset by comparing it with the known average installed cost of an identical or similar unit at the estimated acquisition date of the subject fixed assets.)
 - 3) Enter the current-year fixed asset activity data into our Electronic Property Record Asset Information System ("ePRAIS")
 - 4) Calculate accumulated depreciation for all fixed assets and depreciation expense for the current fiscal year consistent with the methodology employed by Village of Thomaston.

Terms and Conditions

This Agreement is subject to and incorporates the **Terms and Conditions** attached as **Exhibit A**.

Fee

The fee for this engagement will be \$1,250.00, and will be invoiced upon your receipt of the final appraisal report.

This fee includes issuing the deliverables below and responding to customary questions from Village of Thomaston and its auditor or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort. Additional fee also may be required if Village of Thomaston does not provide its fixed asset activity data in Excel format.

Village of Thomaston may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our deliverable or any subsequent event related to it.

Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of Village of Thomaston. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our final report within four to six weeks.

The report will be provided in electronic format and will present our conclusions and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered will be retained in our work files.

Upon your request, we can provide an SOC 1 Type 2 report prepared by our independent auditor, Baker Tilly, which discusses policies and procedures placed in operation and tests of operating effectiveness.

Conclusion

We appreciate the opportunity to serve Village of Thomaston. To authorize, please sign below and return the full executed copy to wrp@duffandphelps.com. This Agreement shall remain valid for signature for 30 days. Please contact David Jones at 678 916 2575 with any questions.

Sincerely,



Bradley L. Schulz
Managing Director

Client of Record: Village of Thomaston

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Terms and Conditions

Entire Agreement – This is the entire Agreement between Duff & Phelps and Village of Thomaston and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for Village of Thomaston's internal needs and shall not modify this Agreement.

Fees – Duff & Phelps' invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Duff & Phelps shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Duff & Phelps is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

Limited Use and Reliance – Village of Thomaston is the sole intended user of Duff & Phelps' report or other work product. Village of Thomaston may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Confidentiality – Duff & Phelps shall maintain the confidentiality of Village of Thomaston's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Duff & Phelps' possession, or (iii) received from a party having no confidentiality obligation to Village of Thomaston. Duff & Phelps may include Village of Thomaston's name and logo in its client list.

Engagement Limits – Duff & Phelps' work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. Village of Thomaston shall not reference Duff & Phelps or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Duff & Phelps' prior written consent.

Independent Contractor – Duff & Phelps shall perform as an independent contractor, with no authority to bind or obligate Village of Thomaston in any way.

Information Provided by Village of Thomaston – Duff & Phelps will not independently verify information provided by Village of Thomaston, its advisors, or third parties acting at Village of Thomaston's direction. Duff & Phelps will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Duff & Phelps' document retention policy. If required by applicable law to disclose any of the documents, Duff & Phelps will, unless legally prohibited, notify Village of Thomaston so it may seek a protective order at its discretion.

Indemnification – Village of Thomaston shall indemnify and hold harmless Duff & Phelps and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based on reliance or purported reliance on Duff & Phelps' work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or

reliance upon Duff & Phelps' work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Duff & Phelps.

Limitation of Liability – In no event shall Duff & Phelps be liable to Village of Thomaston (or any person claiming through Village of Thomaston) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by Village of Thomaston to Duff & Phelps in connection with this engagement, except to the extent such liability is directly caused by Duff & Phelps' gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Duff & Phelps' negligence or willful misconduct. In no event shall Duff & Phelps be liable to Village of Thomaston for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

Environmental Policy – Duff & Phelps will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

Governing Law – This Agreement is governed by and construed in accordance with the laws of the State of New York.