Board of Trustees Meeting
Village of Baxter Estates
315 Main Street, Port Washington, New York
February 6, 2020
6:45PM

Meeting Minutes

Present:  Mayor Nora Haagenson
          Deputy Mayor Charles Comer
          Trustee Christopher Ficalora
          Trustee Alice M. Peckelis
          Village Clerk-Treasurer Chrissy Kiernan
          Village Attorney Christopher J. Prior, Esq.

Absent:   Trustee Doug Baldwin

Also Present: None

Mayor Haagenson opened the Meeting of the Board of Trustees at approximately 6:45PM with a verification of a quorum followed by a work session and at 7:30PM began the regular meeting with a roll call.

The Board of Trustees was not informed that Trustee Baldwin was planning on participating via videoconference, however noted that Trustee Baldwin phoned the Mayor to join the meeting via videoconferencing. An unexpected automatic Windows update on both of the Village laptops prevented the videoconferencing from being available.

1. Approval of January 2, 2020 Meeting Minutes

On motion of Deputy Mayor Comer, seconded by Trustee Ficalora, it was RESOLVED to accept the minutes of the January 2, 2020 Meeting of the Board of Trustees, as presented by Clerk-Treasurer Kiernan.

   Mayor Nora Haagenson  Aye
   Deputy Mayor Charles Comer  Aye
   Trustee Doug Baldwin  Absent
   Trustee Christopher Ficalora  Aye
   Trustee Alice M. Peckelis  Aye

2. Appointment of Election Inspectors for the 2020 Village Election

Clerk-Treasurer Kiernan presented the proposed form of resolution for the upcoming 2020 Village Election in accordance with Election Law Section 15-118.

On motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED that Angela Smith and Marylou Ogren be hereby designated and appointed to act as Inspectors of Election at the rate of $15 per hour plus one meal and beverages per Election Inspector at a cost not to exceed $25 each, with Angela Smith presiding as Election Chairperson; and

FURTHER RESOLVED that prior to the March 18, 2020 Village Election, the Inspectors must meet to adopt, use or copy from the registration list, certified and supplied by the Nassau County Board of Elections, the names appearing therein of all persons residing in the Village and qualified to vote at such forthcoming general Village Election.

   Mayor Nora Haagenson  Aye
   Deputy Mayor Charles Comer  Aye
3. Village of Baxter Estates Website ADA Compliance

The Board discussed progress to ensure ADA compliance of the Village of Baxter Estates Village Website.

4. Approval of Audit Agreement

The Board reviewed the Audit Agreement Letter with Cullen & Danowski dated January 17, 2020. After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to approve the audit agreement with Cullen & Danowski dated January 17, 2020 to perform an independent audit of the financial affairs of the Village for the fiscal year commencing June 1, 2019 and ending May 31, 2020 which would also include an independent audit of the Village of Baxter Estates Justice Court.

5. Approval of Firefly Admin Inc. Transition Agreement

Mayor Haagenson explained that the seven sponsoring municipalities which make up the Joint Sponsoring Board of the Port Washington Fire Department Length of Service Awards Program (LOSAP Board) to carry out the Length of Service Awards Program (LOSAP Program) will be transitioning the administration of the LOSAP Program from Penflex Inc. to Firefly Admin Inc. based on discussions of the LOSAP Board at numerous meetings in which the Mayor had been in attendance as a representative for the Village.

After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to authorize Mayor Haagenson to execute the Firefly Admin Inc. Transition Agreement dated January 23, 2020, on behalf of the Village of Baxter Estates, attached hereto as Exhibit A.

6. Approval of Firefly Admin Inc. Engagement Letter

After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to authorize Mayor Haagenson to execute the Firefly Admin Inc. Engagement Letter dated January 23, 2020, on behalf of the Village of Baxter Estates, attached hereto as Exhibit B.

7. Resolution Requesting Amendments to New York State's Criminal Justice Reforms

Mayor Haagenson introduced a resolution prepared by the New York Conference of Mayors requesting amendments to New York State’s Criminal Justice Reforms which took effect on January 1, 2020.

After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED, as follows:
WHEREAS while there was a need to reform New York’s criminal justice statutes during the 2019 state legislative session, it is widely recognized that several of the drastic changes in the laws pertaining to discovery are overly broad and vague and are having unintended consequences at the municipal level; and

WHEREAS the dramatically shortened time period in which prosecutors must disclose evidence to defendants and the broad expansion of the matters to which such discovery mandates apply will have significant cost, tax and justice implications for cities and villages with police departments, local justice courts or code/parking enforcement departments; and

WHEREAS the discovery reforms mandate prosecutors disclose evidence to the defense within 15 days of arraignment for criminal charges (even if the defendant is not in custody); and

WHEREAS drastically enlarging the scope of material that a prosecutor must review and deliver within 15 days will overwhelm the ability of city and village officials and employees to prosecute cases while managing their misdemeanor and felony caseloads, and will make it impossible to prosecute vehicle and traffic and local code infractions and violations in compliance with the new discovery mandates; and

WHEREAS arraignment must now take place within 20 days of desk appearance ticket issuance, thereby requiring justice courts, many of which convene monthly, to meet more frequently; and

WHEREAS cities and villages will not reap savings from the bail reform’s reduction of the burden on county jails; and

WHEREAS municipalities are already challenged with operating within the now-permanent 2% tax cap and have not received an increase in general purpose state aid in 11 years.

NOW THEREFORE BE IT RESOLVED THAT the Village of Baxter Estates supports the following set of amendments proposed by the New York State Conference of Mayors that are consistent with the intent of the criminal justice reforms but which will allow for more effective and affordable implementation:

- Ensure that cities and villages are provided with additional financial and operational support to offset the cost of these mandated measures;

- Allow 60 days for prosecutors to disclose evidence to the defense for criminal charges;

- Exclude from the accelerated discovery requirements any charge not involving a misdemeanor or felony;

- Adjust the 20-day arraignment requirement to accommodate local courts that meet on a monthly basis;

- Allow prosecutors to withhold sensitive information, such as victim contact information, without having to obtain a court order.

AND BE IT FURTHER RESOLVED that this duly adopted resolution of the Village of Baxter Estates be forwarded to Governor Andrew Cuomo, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator Anna Kaplan and Assembly Anthony D’Urso, the New York State Conference of Mayors, and local media outlets.

Mayor Nora Haagensen         Aye
Deputy Mayor Charles Comer    Aye
Trustee Doug Baldwin          Absent
Trustee Christopher Ficalora   Aye
Trustee Alice M. Peckelis     Aye

8. Approval of Road Salt Replenishment
Clerk-Treasurer Kiernan reported that Mayor Haagenson authorized the emergency purchase of 39.88 tons of salt purchased through New York State Contract at a rate of $68.83 per ton after being notified by the Nassau County Manhasset Yard Facility and the Village's Snow Vendor, Creative Snow by Cow Bay Inc., that the Village had approximately one (1) ton of salt stored as of January 18, 2020, which is inadequate for even one ordinary snow event. Clerk-Treasurer Kiernan added that the Village is typically notified when there are ten (10) tons of salt left, but there had been some staff changes at the Nassau County Manhasset Yard facility that caused the Village to receive a late notification. The Village typically replenishes to approximately 120 tons.

After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED that the Board authorize Clerk-Treasurer Kiernan to purchase eighty (80) additional tons of salt for storage at the rate of $68.83 per ton.

| Mayor Nora Haagenson | Aye |
| Deputy Mayor Charles Comer | Aye |
| Trustee Doug Baldwin | Absent |
| Trustee Christopher Ficalora | Aye |
| Trustee Alice M. Peckelis | Aye |

9. Review of Proposal for Parkland Clean-up on Village Easements located Southeast and Northeast of the intersection of Hilltop Road and Overlook Drive

Clerk-Treasurer Kiernan reported that she met with Hefferin Tree & Landscape to discuss a clean-up plan for the Village owned parkland located at the northeast and southeast corner of Overlook Drive and Hilltop Road. The Hefferin scope of work and estimate was then reviewed and discussed by the Board of Trustees.

On motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED that the Village Clerk-Treasurer be authorized to solicit additional estimates until February 21, 2020 in accordance with the Village's Procurement Policy that the Mayor be authorized to award the work to the Contractor making the lowest responsible proposal for an amount not to exceed the total amount received in the proposal by Hefferin Tree and Landscape.

| Mayor Nora Haagenson | Aye |
| Deputy Mayor Charles Comer | Aye |
| Trustee Doug Baldwin | Absent |
| Trustee Christopher Ficalora | Aye |
| Trustee Alice M. Peckelis | Aye |

10. Approval of Voucher Claims

After discussion, upon motion made by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED that the Audited Vouchers dated February 6, 2020 for the General Fund totaling $41,734.38, are hereby approved as prepared by Clerk-Treasurer Kiernan.

| Mayor Nora Haagenson | Aye |
| Deputy Mayor Charles Comer | Aye |
| Trustee Doug Baldwin | Absent |
| Trustee Christopher Ficalora | Aye |
| Trustee Alice M. Peckelis | Aye |


Clerk-Treasurer Kiernan provided the Board of Trustees with a Financial Report & Audit.

12. Approval of General Code Supplement No. 7
After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to approve General Code codification of Local Law No. 4-2019 including revisions to the Table of Contents, Disposition List and Index, and shipping and handling of six sets of supplemental pages for a cost not to exceed $500.00.

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Aye
Trustee Alice M. Peckelis Aye

13. Approval of Estimate to Replace Six (6) Window Well Covers at Baxter Estates Village Hall

Mayor Haagenson reported that the Village sought vendors to create custom built well covers to replace the six (6) existing well covers that are in need of replacement at Baxter Estates Village Hall. Clerk-Treasurer Kiernan that the Village found one vendor, Robert Keogh Inc. willing to create a custom well cover. The scope of the work will include framing out window well covers with two (2) inch by four (4) inch treated wood, covered with 3/8 plexiglas and secured with stainless steel screws and grommets. There are two (2) well covers in the front that are approximately 5 foot in width by 2 feet in length by 1 foot high and the four (4) along the driveway are approx. 4 feet in width by 20 inches in length by 1 foot high. All work would be done on premises.

After discussion, on motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to approve the proposal by Robert Keogh Inc. in the amount of $1,170.00 inclusive of labor and materials for the replacement of six (6) custom built window well covers at Baxter Estates Village Hall.

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Aye
Trustee Alice M. Peckelis Aye

14. Introduction of Bill 1 of 2020 to Amend the Village Code Section 175-46

On motion by Trustee Ficalora, seconded by Deputy Mayor Comer, it was RESOLVED to introduce Bill 1 of 2020, a proposed local law to amend Section 175-46 of the Code of the Village of Baxter Estates to permit the continuation of certain nonconforming conditions with respect to off-street parking requirements in the Business A Zoning District, and to schedule a Public Hearing for Thursday, March 5, 2020 at 7:30pm.

Mayor Nora Haagenson Aye
Deputy Mayor Charles Comer Aye
Trustee Doug Baldwin Absent
Trustee Christopher Ficalora Aye
Trustee Alice M. Peckelis Aye

15. Hillside Avenue Repaving Project (DASNY Grant Project ID #13162)

Clerk-Treasurer reported that Village Engineer Jim Antonelli has sought input from the Board regarding the scope of the work for the repaving of portions of Hillside Avenue, a current grant project for which the Village is putting together a bid package, which would include the option to reset block curbing as part of the scope of work. After discussion, the Board agreed to invite Village Engineer Jim Antonelli to discuss the scope of the work for the Hillside Avenue repaving project at the March Board Meeting and to also address a paving concern brought to the attention of the Board by Trustee Peckelis for work recently completed on Hilltop Road.

16. Gas Supply Purchase for Village Hall
Clerk-Treasurer Kiernan reported that she has sought advice from Javier Barrios, Managing Partner of Good Energy, L.P., a vendor affiliated with the New York Conference of Mayors (NYCCM), on reducing gas supply expenses on the Village's National Grid bill by considering alternate gas supply companies (ESCOs) at a more competitive rate than the Village is currently receiving. The Board agreed that reducing gas supply rates would be an advantage to the Village and authorized the Clerk-Treasurer Kiernan to pursue the lowest rate option.

Trustee Ficalora and Mayor Haagenson asked Attorney Prior to investigate and report back on whether the Village can or should promote to its residents the potential cost savings available by residents contracting directly with ESCOs, as an alternative to purchasing their gas supply directly through National Grid or negotiating their rate with an ESCO.

There being no further business before the Board, on motion of Deputy Mayor Comer, seconded by Trustee Ficalora, it was RESOLVED that the meeting be and hereby is adjourned at 8:45PM.

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<tr>
<th>Name</th>
<th>Vote</th>
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<tbody>
<tr>
<td>Mayor Nora Haagenson</td>
<td>Aye</td>
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<tr>
<td>Deputy Mayor Charles Comer</td>
<td>Aye</td>
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<tr>
<td>Trustee Doug Baldwin</td>
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<tr>
<td>Trustee Christopher Ficalora</td>
<td>Aye</td>
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<tr>
<td>Trustee Alice M. Peckelis</td>
<td>Aye</td>
</tr>
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Absent

Christina R. Kiernan, Village Clerk-Treasurer
January 23, 2020

Joint Sponsoring Board
Port Washington Fire Department LOSAP

RE: Transition Engagement Letter of Firefly Admin Inc. ("Firefly") for the
Port Washington Fire Department, Inc. Service Award Program (the "Program")

Dear Board Members:

We appreciate the opportunity to serve the Joint Board of the seven sponsoring municipalities (the
"Board"). To ensure a complete understanding among us, this Transition Engagement Letter confirms
our understanding of the terms of our transition engagement and the nature and limitations of the
services that Firefly will provide to the Board. In order to successfully set up the Program in our system
and to transition the administration from the prior vendor, Penflex, there is certain paperwork and data
we must receive as stated below:

TRANSITION DOCUMENTS & INFORMATION NEEDED

Program Documents

1) Plan Document: This is the legal stating of the benefits provided by the Program.
2) Trust Document or Trust Agreement: This is the legal stating of the Program Trust. A
   Trust Document would be adopted in the Board is acting as the Trustee of the Trust.
   Alternatively, the Board may have entered into a Trust Agreement with a third-party
   Trustee.
3) Point System: Although Firefly does not administer the Point System, we require a copy
   for our records.
4) Summary of Program Provisions: This is a brief, plain-English explanation of the
   Program.

Prior Annual Reports

1) January 1, 2019 Annual Report
2) January 1, 2018 Annual Report (already provided)
3) January 1, 2017 Annual Report (already provided)

Prior GASB 73 Disclosures

1) May 31, 2019 GASB 73 Disclosures (all six – one from each Village)
2) December 31, 2018 GASB 73 Disclosure (Town) (already provided)
3) May 31, 2018 GASB 73 Disclosures (all six – one from each Village)
4) December 31, 2017 GASB 73 Disclosure (Town)

Asset Statements

1) December 31, 2018 statement.
2) All statements from January 1, 2019 to date.

Note: These statements may be available directly from the asset manager. Firefly will work
with the asset manager to determine what they can provide directly.
Participant Forms

1) Beneficiary Designation Forms: Please provide all completed Beneficiary Designation Forms.

2) Participation Waiver Forms: Please provide any documentation of volunteers who have waived their right to participate in the Program.

Participant Data

1) Participant Census as of 12/31/2018: Please provide the census data as of the last completed Annual Report. Ideally, this information should be provided electronically, and may need to be requested from the prior vendor. Firefly can assist in requesting this information from the prior vendor. The census data should include (* indicates mandatory information):
   - Full Name*
   - Social Security Number*
   - Birthdate*
   - Start Date
   - Termination Date
   - Entitlement Date*
   - Current status*
   - Mailing Address*
   - Beneficiary Designations
   - Total Service Credit Earned*
   - Historical Points or Service Credit Data
   - Current Accrued Monthly Benefit*
   - Form of Payment Election*

2) 2018 Points / Service / Roster Updates for our records.

TRANSITION WORK

During the transition process, Firefly will:

- Import current data files into our databases.
- Create working participant file for updating by Fire Department on a regular basis. This file will include all payment information for ease of access by the Fire Department.
- Transition the monthly benefits to our payment vendor.
- Review current documents and historical records.
- Create necessary forms and plan summary.
- Create the participant portal web site.
- Create the ShareFile site/structure.
- Upload historical documents into the ShareFile site.
- Train the Fire Department & Board on the Firefly process.
- Take any/all steps necessary to ensure a smooth transition of the administration.
FEES

Based on our understanding of the work involved with the transition of the Program, our transition fee will be a one-time sum of $1,500. We will invoice this transition fee after receipt of the signed Transition Engagement Letter.

CLOSING

We must have a signed Transition Engagement Letter signed and returned before we can commence the transition process. If, after reading this letter, you agree to the terms and conditions set forth herein, please sign below and return this letter. We recommend that you keep a copy for your records.

We again would like to express our appreciation for this opportunity to serve you. It will be our goal to daily validate the trust you have placed in Firefly Admin Inc.

Sincerely,

Anthony Hill
President
ahill@fireflyadmin.com
ACKNOWLEDGMENT

Having read and fully understood this Transition Engagement Letter, the Board agrees to engage Firefly Admin Inc. in accordance with the terms indicated. The Board understands that services are to be prepared from information the Board provides to Firefly and that Firefly is acting with the understanding that the information provided is complete and accurate.

CONSENTED AND AGREED TO
this _____ day of _____________, 2020
TOWN OF NORTH HEMPSTEAD

By: __________________________
   Judi Bosworth, Supervisor

WITNESS:

______________________________

CONSENTED AND AGREED TO
this _____ day of _____________, 2020
INCORPORATED VILLAGE OF FLOWER HILL

By: __________________________
   Robert McNamara, Mayor

WITNESS:

______________________________

CONSENTED AND AGREED TO
this _____ day of _____________, 2020
INCORPORATED VILLAGE OF BAXTER
ESTATES

By: __________________________
   Nora Haagenson, Mayor

WITNESS:

______________________________

CONSENTED AND AGREED TO
this _____ day of _____________, 2020
INCORPORATED VILLAGE OF MANORHAVEN

By: __________________________
   James Avena, Mayor

WITNESS:

______________________________

CONSENTED AND AGREED TO
this _____ day of _____________, 2020
INCORPORATED VILLAGE OF PLANDOME
MANOR

By: __________________________
   Barbara Donno, Mayor

WITNESS:

______________________________
CONSENTED AND AGREED TO

this _____ day of _____________, 2020

INCORPORATED VILLAGE OF PORT
WASHINGTON NORTH

By: ________________________________
    Robert Weitzner, Mayor

WITNESS:

__________________________________
January 23, 2020

Joint Sponsoring Board
Port Washington Fire Department LOSAP

RE: Engagement Letter of Firefly Admin Inc. ("Firefly") for the
   Port Washington Fire Department, Inc. Service Award Program (the “Program”)
   For the period January 1, 2020 to December 31, 2020

Dear Board Members:

We appreciate the opportunity to serve the Joint Board of the seven sponsoring municipalities (the
"Board"). To ensure a complete understanding among us, this Engagement Letter confirms our
understanding of the terms of our engagement and the nature and limitations of the services that Firefly
will provide to the Board and municipalities.

SERVICES PROVIDED

1) Third Party Administration:

   • Provide year-end census reporting paperwork and forms to document that the annual
certification of points was completed in compliance with New York State Law.
   • Maintain census records including historical points records (if made available),
beneficiary designations, addresses, dates of birth, start dates, social security numbers,
and other necessary participant data.
   • Provide the necessary forms and applications, including Enrollment Form, a Beneficiary
Designation Form, Payment Election Form, and other forms as needed for the proper
administration of the Program.
   • Maintain copies of Enrollment Forms and Beneficiary Designation Forms on behalf of
the Board and Fire Department. If the Board elects to not renew our services at the end
of this engagement, all Beneficiary and Enrollment forms will be returned to the Board
or the succeeding TPA.
   • Notify the Fire Department when forms and other participant paperwork are
outstanding.
   • Assist the Fire Department as needed and requested to contact participants to request
completion of necessary forms.
   • Certify the amount of benefits payable at entitlement age, death or disability.
   • Process monthly distributions pursuant to the separate Firefly Payment Services
Agreement.
   • Track the progress of distributions to ensure participant is paid the correct amount and
in a timely fashion.
   • Prepare the necessary IRS 1099-MISC participant tax forms, mail the forms to the
participants, and then file them with the IRS and state, as required. Note this service is
optional and only if the paying agent or custodian does not provide this service.
   • Create participant statements that detail the benefits accrued as of the statement date,
address, beneficiaries and provides a summary of major program provisions.
   • Create an Annual Report that includes:
     o Contribution due for the current year.
     o Benefits and service credit accrued by each participant.
     o Project future cash flow requirements for the Trust Fund, including estimating
future required contributions and expected benefits and expenses.
Statement of the allocation of the Trust and changes in the Trust since the last Annual Report.
Rate of return on the Trust during the year as well as historical returns as available.
Summary of major provisions.
Plain-English summary of important details contained in the Annual Report that the Board should be aware of, including recommendations and action items.
- Meet up to three times with the Board or the Board’s designee annually.
- Meet once with the Fire Department.
- Respond to requests related to divorces and qualified domestic relations orders.
- Respond to requests related to income verification for loans, housing, or other similar requests.

2) Actuarial Services:
- Communicate with the Board regarding the selection of appropriate actuarial assumptions.
- Calculate and certify actuarial equivalent benefits, as needed.
- Perform an Actuarial Valuation annually, with results included in the Annual Report detailed under Third Party Administration Services. This includes:
  - Calculating present value of accrued benefits.
  - Calculating normal cost and annual required contribution.
  - Calculating current funded ratio, as well as track and report funded ratio history.
  - Perform other calculations necessary for the proper valuing of the cost of benefits provided by the Program.
  - Reporting assumptions and methods used for the valuation.
  - Meets current Actuarial Standards of Practice
  - Provide commentary, analysis, and action items for the Board.
- Calculate GASB 73 liabilities, if necessary.

IMPORTANT NOTE REGARDING THE PARTY PROVIDING ACTUARIAL SERVICES: Actuarial Services are managed by Firefly, but are provided by Jefferson Solutions, Inc. ("JEFSI"), pursuant to a service agreement with Firefly. Firefly will manage the overall delivery process and is responsible for providing JEFSI with accurate participant data, Program provisions, and other information about the Program and the municipalities that would be relative to developing the actuarial liabilities and contribution. JEFSI will use the information supplied by Firefly in the performance of all actuarial services noted and are responsible for the selection of appropriate actuarial assumptions and methods, as well as the accuracy of the calculations. The assumptions, methods and calculations will be certified by JEFSI and included in the Annual Report, along with supplemental information provided by Firefly as detailed under Third Party Administration Services. JEFSI will not, as a general rule, have direct communication with the Board; Firefly will maintain the qualified staff required to meet with the Board and explain the actuarial calculations and recommendations to the Board, the municipalities, and other parties serving the Board (i.e., external accountants and investment managers). Firefly may change the provider of Actuarial Services, either by contracting with another entity or hiring actuarial staff to perform the services. The Joint Board will be notified in writing if such a change occurs.

3) Trustee Support:
- Receive duplicate copies of all account statements.
- Reconcile and balance account statements.
Verify and confirm benefit payments were made correctly.
Calculate rate of return on the Trust assets and track and report historical performance of the Trust, to the extent historical information is available.
Provide an accounting of the Trust following the end of each calendar quarter.
As needed, participate in the process of selecting a portfolio/asset manager or paying agent.

4) **Consulting:**
- Be available from 9:00am to 5:00pm Eastern Standard Time, Monday to Friday (subject to holiday or other closures) to answer questions about the administration of the Program or other Program-related matters. All "general" questions that can be quickly answered are a courtesy service and are included in our standard administration fee. Firefly reserves the right to bill for requests requiring more significant time and research; however, a fee will be estimated before work commences.

5) **Compliance Support:**
- Update the Board on changes in the statutes, rules and regulations governing the Program.
- Periodically issue newsletters and author articles relevant to service award programs and issues facing the municipalities as sponsor of the Program.

6) **External Reporting Assistance:**
- Communicate directly with the external auditor to answer questions.
- Provide a copy of the Annual Report, Trust account statements, and other Program-related documents and material to the external auditor.
- Prepare a draft of the New York State financial statement note disclosure.
- Calculate GASB 73 liabilities and prepare financial statement note disclosure.

**SERVICES NOT PROVIDED**
Firefly does not provide trustee services, investment advice, legal services, or accounting services. Firefly does not provide any services relative to the disclosure requirements detailed in New York State General Municipal Law §219-a(1). Firefly is not responsible for the tracking or compiling of the LOSAP points, nor is Firefly responsible to audit or verify that the points have been compiled in compliance with the Point System adopted by the Board.

**FEES**
Any estimate we give is based upon information you initially provide to us. Actual fees may vary as circumstances change and/or new corrected information is made available. If we believe it is necessary to change the fees detailed in this engagement letter, a supplemental letter will be provided.

The following is the fee schedule for this engagement. For optional services, please indicate a "Yes" or "No" response by marking an X in the appropriate space. Your election from the prior year, if any, has been completed for you. If you are making a change to this election from last year, please indicate the reason for the change.

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<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
<th>Estimated Quantity</th>
<th>Fee Estimate</th>
<th>Optional Service Election</th>
<th>Reason for Change</th>
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<td>Annual Per-</td>
<td>$0</td>
<td>340</td>
<td>$0</td>
<td><em>Mandatory</em></td>
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<td>Participant</td>
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Note: Firefly will prepare the GASB 73 disclosure packages for each of the six (6) villages for the fiscal years ending May 31, 2020. Firefly will not prepare the GASB 73 disclosure package for the Town of North Hempstead’s December 31, 2019 financial statement. Preparation of the GASB 73 disclosure package for the Town’s December 31, 2020 financial statement will be included in the next engagement. Fees for the GASB disclosure packages will be direct-billed to each municipality. The Annual Fee will be paid from the Trust Fund.

For additional services provided above and beyond what is reasonable and accustomed will be quoted on an as-needed basis. Examples of such additional services include, but are not limited to, special correspondence, additional meetings, cost estimates, and preparation of draft plan documents.

**PAYMENTS**
Firefly will bill the Board $6,500 on February 1, 2020 and $6,500 on August 1, 2020. The fee for preparing the GASB 73 Disclosure packages will be direct-billed after the packages are delivered.

Accounts unpaid for 60 days will require that we cease rendering service until your account is brought current. In the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered, we shall not be liable for any damages/penalties incurred as a result of our ceasing to render services, and the Board. In the event we cease rendering service, the Board will remain responsible for payment of fees for services rendered.

The Board has ten (10) business days from the invoice date, to voice any objections or questions regarding the invoice or any portion or element thereof. After the ten (10) day period all invoices shall constitute acceptance of the invoice as submitted and payment in full will be expected within the required time frame.

Either party may terminate this agreement upon giving a (10) days written notice. Should this agreement be terminated prior to completion of services, we will prepare a final bill showing the total fees incurred for services rendered. This amount will be due and payable upon presentation.

**WORK PRODUCT**
All work product generated by Firefly Admin Inc. is the property of Firefly Admin Inc. Firefly provides forms, applications, and summary documents for the administration of the Program and are for only that purpose during the terms of this engagement.

Forms completed by the Board, participants and/or the Fire Department become the property of the Board. We recommend that the Board or Fire Department keep the originals of all forms completed and provide photocopies to Firefly.
Formal plan documents such as the Plan Document, Trust Document/Agreement, Point System, or other Board Resolutions, are the property of the Board and will be used by Firefly to provide services during the terms of the engagement. Participant data (name, SSN, address, points history, etc.) remain the property of the Board, and are being managed and maintained by Firefly.

**TERMINATION & SEVERANCE**

Either party may terminate this engagement upon giving a (10) days written notice. Should this engagement be terminated prior to completion of services, we will prepare a final bill showing the total fees incurred for services rendered. This amount will be due and payable upon presentation.

Prior to the conclusion of the term of this engagement, Firefly will provide the Board with a new Engagement Letter. If the Board declines to engage Firefly at the end of this engagement, Firefly will assist the Board with transitioning services to the new vendor, including providing an electronic file of the participant data to the succeeding vendor. Any services required for transition to a new vendor will not commence until all outstanding invoices are paid, and a Severance Agreement is signed. The minimum Severance Fee will be $250.

All blank forms, applications, and summary documents provided by Firefly must be returned or destroyed once Firefly is no longer engaged to provide services to the Fire District. Plan documents will be returned to the Fire District or provided to the succeeding vendor as requested by the Board. If Firefly maintains any original participant forms, they will be returned to the Fire District or transmitted to the succeeding vendor.

**CLOSING**

We must have a signed Engagement Letter signed in our records before we can commence the work requested. We may terminate our representation of the Board if you insist that we pursue objectives that we consider imprudent, unprofessional, or unethical, or if we feel further representation is not warranted for personal reasons. Regardless of the reason for termination, the Board is obligated to pay for services provided and costs incurred through the date of termination.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by the Board. We will not audit the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from the Board.

If, after reading this letter, you agree to the terms and conditions set forth herein, please sign below and return this letter. We recommend that you keep a copy for your records.

We again would like to express our appreciation for this opportunity to serve you. It will be our goal to daily validate the trust you have placed in Firefly Admin Inc.

Yours very truly,

[Signature]

Anthony Hill
President
ahill@fireflyadmin.com
ACKNOWLEDGMENT

Having read and fully understood this engagement letter, the Board agrees to engage Firefly Admin Inc. in accordance with the terms indicated. The Board understands that services are to be prepared from information the Board provides to Firefly and that Firefly is acting with the understanding that the information provided is complete and accurate.

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
TOWN OF NORTH HEMPSTEAD

By: ____________________________
    Judi Bosworth, Supervisor

WITNESS:

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
INCORPORATED VILLAGE OF FLOWER HILL

By: ____________________________
    Robert McNamara, Mayor

WITNESS:

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
INCORPORATED VILLAGE OF BAXTER ESTATES

By: ____________________________
    Nora Haagenson, Mayor

WITNESS:

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
INCORPORATED VILLAGE OF MANORHAVEN

By: ____________________________
    James Avena, Mayor

WITNESS:

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
INCORPORATED VILLAGE OF PLANDOME MANOR

By: ____________________________
    Barbara Donno, Mayor

WITNESS:

CONSENTED AND AGREED TO
this _____ day of _____________ 2020
INCORPORATED VILLAGE OF SANDS POINT

By: ____________________________
    Edward A.K. Adler, Mayor

WITNESS:
CONSENTED AND AGREED TO
this _____ day of ____________, 2020

INCORPORATED VILLAGE OF PORT
WASHINGTON NORTH

By: __________________________
    Robert Weitzner, Mayor

WITNESS: ______________________