

NORTH COUNTRY CPAS

Lawrence & Philippe

CERTIFIED PUBLIC ACCOUNTANTS, PLLC

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Village of Copenhagen
Attn: Mayor
PO Box 237
Copenhagen NY 13626

Dear Kim:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of services we will provide.

We will perform the following services for you. These services are for one year beginning February 10, 2022.

1. Assistance with setting up and using Williamson software for financial recording.
2. Assistance with preparation of Annual Update Documents (AUDs) for the years ending 5/31/21 and 5/31/22.

Our engagement is limited to the accounting services indicated above. We will not audit or review your financial statements as those terms are defined in generally accepted auditing standards or any other accounting documents and information you provide. We will not verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

You are responsible for designing and implementing controls to prevent and detect fraud and informing us about all known or suspected fraud impacting the company. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, we will inform the appropriate level of management specifically designated by you, of any material errors that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

In order for us to complete this engagement in a timely and efficient manner we require unrestricted access to all documents concerning your financial transactions including but not limited to bank statements, canceled checks, summaries of deposits and income, a listing of accounts payable and accounts receivable, leases, loans and any other financial information necessary that impacts your accounting records.

Our fee for these services will be based upon the amount of time required at our standard billing rates as shown below, plus out-of-pocket expenses. All invoices are due and payable upon presentation.

- Staff accountant billing rates: \$65-\$70/hr
- Partner billing rate: \$100/hr
- Admin billing rates: \$45-\$50/hr

Our maximum liability to you arising for any reason relating to services rendered under this letter shall be limited to the amount of fees you paid for these services. In the event of a claim by a third party relating to services under this letter, you will indemnify us

from all such claims, liabilities, costs and expenses, except to the extent determined to have resulted from our intentional or deliberate misconduct.

If any dispute arises (between/among) the parties hereto, the parties agree first to try in good faith to settle the dispute through non-binding mediation. The costs of mediation shall be shared equally by the parties.

The parties agree that, if any dispute cannot be settled through mediation, the dispute may then be brought before a court of competent jurisdiction, but the matter will ultimately be decided by the court, sitting without a jury. The parties recognize they have knowingly and voluntarily agreed to waive all rights to have any such dispute determined by a jury, but otherwise retain all rights afforded under the applicable civil justice system.

This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its provisions on conflict of laws).

This Agreement is fully and voluntarily entered into by the Parties. Each Party states that he, she, or it has read this Agreement, has obtained advice of counsel if he, she, or it so desired, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement.

To confirm that you agree with the services and terms of this engagement, please sign where indicated at the bottom of this letter and return a signed copy to us. Should you have any questions regarding these requirements or provisions, please feel free to contact us.

Sincerely,



Signed on behalf of
North Country CPAs

ACCEPTED AND AGREED TO BY:
Village of Copenhagen

By: _____
Mayor

Date: _____