

November 5, 2021

Town of Lysander, New York
8220 Loop Road
Baldwinsville, New York 13027

RE: Professional Consulting Services

We appreciate the opportunity to provide professional consulting services to the Town of Lysander, New York (the Town) related to the American Rescue Plan Act (ARPA). This engagement letter confirms our understanding of your retention of Bonadio & Co., LLP (Bonadio) to assist you with respect to the funds received from the Federal government.

Scope of Services

Our procedures may include, but are not limited to the following:

- Review or preparation of the revenue reduction calculation for 2020
- Assisting the Town with a grant management program – including reviewing potential projects, grant programs for businesses/individuals and subsequent periodic monitoring
- Assistance with single audit compliance related to these funds
- Guidance and instructions related to the monitoring and reporting of the ARPA funds
- Assisting with compliance with ARPA regulations including assistance with determining allowable expenditures
- Expenditure planning for the duration of grant period including assessing short-term needs and future projects to meet the required expenditure deadline of December 31, 2024.
- Meetings with Town representatives to discuss actions
- Other services as desired by the Town as the final regulations have not yet been issued, and additional assistance may be requested

Summary of Roles and Responsibilities

The services under this engagement letter will be performed in accordance with the Statement on Standards for Consulting Services (“SSCS”) issued by the American Institute of Certified Public Accountants (“AICPA”). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the assertor. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented, based solely on the agreement between the practitioner and the client.

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Summary of Roles and Responsibilities (Continued)

Accordingly, our services will not constitute an audit, compilation, review, or attestation service of the Town's financial statements or, as described in the pronouncements on professional standards of the AICPA. Additionally, we will not otherwise 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.

We will provide expertise and recommendations based on our observations during the work requested by you to assist in this project. It will be management's responsibility to provide substantive involvement as part of the project team, determine the level of work desired, and determine how to proceed relevant to any recommendations or advice provided. You are responsible for making all management decisions and for performing management functions and overseeing and monitoring the services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience and will assure that you have obtained all needed information from appropriate sources to make appropriate business decisions. Further, although we will have discussions of various business matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Warranties and Liabilities

Our services will be performed in a professional and workmanlike manner. All services will be rendered by and/or under the supervision of Bonadio personnel. Bonadio makes no representation or warranty regarding either the services to be provided or any deliverables. In no event, unless it has been finally determined that Bonadio was grossly negligent or acted willfully or fraudulently, shall Bonadio be liable to you or any third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fees (excluding expenses) paid by you to us under this agreement for the service to which such claim relates. In no event shall Bonadio be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

You agree to indemnify and hold harmless Bonadio, its employees, partners and third party consultants and subcontractors from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to the services or deliverables under this letter, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services or deliverables. Your indemnity obligation contained in this paragraph shall survive termination or expiration of this letter (including but not limited to all reasonable costs and expenses related to answering subpoenas, attending depositions, being named in third-party claims, related attorneys' fees, etc.).

In the event of a conflict or inconsistency between the terms of this letter and any other written agreement between us relative to the services to be performed (including any deliverables), the terms of this letter shall be deemed controlling in all material respects.

Deliverables

All information and materials of any form or description collected by us during our engagement shall constitute our work files and will always, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will always maintain all information and materials provided by the Town in strictest confidence.

Fees

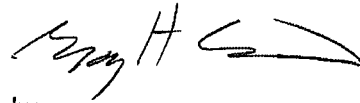
Hours incurred will be billed at a rate of \$340 per hour on a monthly basis.

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BONADIO & CO., LLP



by:

Gregg Evans, CPA
Partner

ACKNOWLEDGMENT

This letter correctly sets forth the understanding of the Town with the above stated terms and conditions.

Name: _____

Signature: _____

Title: _____

Date: _____

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