



Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

November 10, 2020

Village of Pinckney
Re: Connection Charges

Connection charges are intended to provide equity buy-in to a system that has been supported by existing customers:

It is common policy for government-owned utilities to recover directly from the customer the costs of installing a tap or connection to a water main, the service line to the property, and the water meter. System Development Charges (SDCs) assign the capacity cost of growth, at least in part, to those causing the growth rather than to existing customers. The objectives may include having new development pay its own way, fund major system expansion, fund a portion of capital improvements, minimize debt, recover capital costs, maintain appropriate level of retained earnings and cash reserves. [AWWA]

There are various approaches to determining the level of the connection charge which include:

The two basic methods for calculating SDCs are the equity method or system buy-in and the incremental cost method. The financial goal is to achieve a level of equity from new customers by collecting a SDC representative of the average equity attributable to existing customers. The incremental cost method is based on the concept of new development paying for the incremental cost of system capacity needed to serve new development. This approach proposes to mitigate the cost impact of new growth on existing customers' user rates. The goal is to charge a fee for new customers sufficient to allow customer user rates to be revenue-neutral with respect to growth of the system. However, in systems undergoing rapid and expensive growth, this may be difficult to achieve.

A key component of developing an equity method SDC is determining system equity. The major components include the valuation of system assets, accumulated depreciation, system liabilities, sources of equity, and system capacity. One measure of the valuation of the system assets is the original value of the total system less accumulated depreciation. This valuation may be adjusted to recognize the cost of reproducing or replacing assets.

The incremental cost method assigns to new development the incremental cost of system expansion needed to serve the new development which includes various factors, including the period of growth, growth rates, type of growth, capacity associated with the various improvements needed to serve the projected growth, and cost of these improvements. [AWWA]

The “equity method” calculation may be derived by dividing the depreciated asset value plus the cash and investments value minus the outstanding debt by the number of meter equivalents.

The depreciated asset value of the sewer system is \$5,795,261. The cash and investments value of the sewer system is \$1,800,344. The total principal amount of outstanding debt on the sewer system is \$3,170,009. The number of meter equivalents on the system is 1,014. The depreciated asset value plus the cash and investments value divided by current customers results in a figure of \$4,364.

The above costs are based on the Village’s smallest meter size (5/8”). These costs should be multiplied by the Village’s meter equivalent ratios to derive the charges for larger meters.

While it is recommended that the connection charge not exceed this figure, there may be policy considerations that would lead to the use of a lower figure. It is important to note that connection charges, from an accounting standpoint, are a revenue of the system under Act 94 of 1933 (the Revenue Bond Act), and as such, are “regulatory in nature” and not “revenue generating” given the operations, maintenance, and in particular, the capital improvement expenses. Hence, the connection charge is not only calculated according to industry standard, but is also intended to be consistent with State law and case law (Bolt v. Lansing).

As discussed earlier in this memo, the above calculations represent only the equity buy-in (commonly called the connection or capital charge) to the system. The cost of materials (i.e. meter, service line, etc.) and labor to install the connection (commonly called the tap fee) should be charged dollar for dollar to the new customer.

Please note that these costs and the ability to charge them need to be reviewed by your local counsel to make sure that your ordinance includes the ability to charge these fees.

Sincerely,

Andy Campbell, CPA, Director
Baker Tilly Municipal Advisors, LLC

April 28, 2021

Village of Pinckney
220 S. Howell
Pinckney, MI 48169



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

RE: Engagement Letter Agreement Related to Services – Water and Sewer Rate Study

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC ("Baker Tilly") and its affiliates are being engaged by the Village of Pinckney (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in the Scope Appendix to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated the Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of this Engagement Letter and our professional fees will be based on the rates outlined in the Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and the Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other services to others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations, and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Scope Appendix

The Firm is providing the outline below describing the scope of service for a Water & Sewer Rate Study. The fee for this service will be \$15,500.

Historical and Current Financials

Historical operating expenses are reviewed using audit and budget information.

- Three years audits and budgets.
- Current and proposed (if available) budget.

A “Test Year” is developed that reflects a baseline operating cost.

- Based on current budget with leveling for base operating cost.
- Determination of anticipated changes to operating cost.
- Inflation factors by budget line item.

Customer Base

The customer base is reviewed, including the number of billable customers and volumetric sales.

- The accuracy of this data is verified by applying it to the current rate structure and compared to current audit and budget revenue.
- Other operating and non-operating revenues evaluated.

Forecasting

Assumptions are made regarding the customer base through the forecasted period.

- Prediction of customer and volume counts (may include more than one scenario).
- Trending in system utilization, particularly for industry.

Projection of operating cost.

- Anticipated inflation by expense category.
- Determination of any additions or reductions based on changing operations.

Compilation of existing debt.

- Existing annual debt service by debt issue.
- Debt is separated by revenue support, in particular, debt that is paid from rates.
- Refinancing and/or restructuring possibilities are explored.

Operating and Capital Funding

Capital improvement planning will identify the estimated asset investment cost by year for a selected forecast period of time.

- The annual investment cost is evaluated, and scenarios developed for cash funding and debt financing.
- Funding asset investment from cash balances is weighed against potential efficiency of grouping certain cost together for purposes of debt financing.
- Financing options are considered including State and Federal agency funding sources as well as open market bonds. Open market options will be affected by the size of the borrowing as well as other aspects such as credit and security.

The projected cash flow is solved to a cash and investment balance.

- Actual cash and investments are analyzed including restricted assets.
- A cash balance policy is developed that identifies a targeted upper limit as well as a minimum balance as appropriate for the particular system. These balances encompass legal commitments and good business practices.
- The policy includes flexibility for temporary reductions below the minimum balance based on a plan to attain the level within a given period.
- Separate capital improvement funds are considered. If utilized, policy is developed as to whether they are to be restricted, and if so, whether by resolution or ordinance.

Rate management may be accomplished with more than one approach as to rate structuring and rate adjustment timing.

- The elements of a rate structure, including the proportion of revenue generated from ready to serve and commodity charge are determined by policy decision, and other customer base characteristics.
- Rate adjustment over time may be incremental or one time in nature.

Rebecca Foster, Village President
Village of Pinckney
220 S. Howell
Pinckney, MI 48169

Sept 23, 2021

Re: Finance and Accounting Services Proposal for Water and Sewer Financial Support

Dear Rebecca,

Thank you for the opportunity to be of service to the Village of Pinckney. The WoodHill Group (“WHG”) consists of a small, highly qualified group of experts in the field of Accounting, Financial Reporting and Treasury services. We are able to assist the Village and know that we can provide guidance and management for the following items:

- Provide a plan for equitable cost allocation among users of the water and sewer system using a combination of rates, fees and charges that determines the revenue requirements for the following classes of expenditures:
 - Operations and Maintenance
 - Debt Service Coverage
 - System Reserves:
 - Operation Reserves
 - Emergency Repair Reserves
 - Reinvestment Funding Reserves
- The plan will include the following process:
 - Ordinance Review
 - Financial program design, review of data entry practices, and data update for enhanced reporting capabilities.
 - Billing program review including meter inputs, and communication with the General Ledger for financial statement preparation.
 - Cost recovery of customer specific activities which do not benefit all users
 - Long-term capital improvement plan review for reserve funding considerations
 - Debt service recovery rates
 - Rate setting methodology – Commodity Rates and Ready to Serve or Fixed Charges
- The Village will receive two presentations to the Village Council with proposed fees, rates and charges. It is suggested that one presentation be at a Council workshop.

- The rate setting workbook will be provided to the Village to perform annual rate updates.

We are proposing a budget of \$18,500 to meet the scope of services with a start date of November 15, 2021, and a completion date of January 15, 2021. Colleen M. Coogan and Michael Lesich will manage the engagement and be in daily/weekly contact with the Village President.

The success of the engagement and the completion within the allotted timeframe will depend on timely replies from the Village staff especially the Water and Sewer Department.

The WoodHill Group will act in good faith and in a professional, timely manner to perform the services and responsibilities under this proposal in such capacity as is mutually agreed upon by WHG and the Village.

Confidential and Proprietary Information.

1. WHG agrees and understands that given the relationship with the Village, WHG staff may have access to and may receive information or materials that are considered confidential and/or proprietary by the Village (“Confidential Information”). Confidential Information includes, but is not limited to, procedures and processes, documentation, personnel and human resources information, strategic plans, financial information, and proposed agreements. Confidential Information may be communicated in writing, orally, electronically, or by other means, and may or may not be identified in writing as “Confidential” or “Proprietary.”
2. WHG agrees that, during the Term and thereafter, WHG staff will keep all Confidential Information strictly confidential and not use (except on behalf of the Village) or disclose any such Confidential Information, either directly or indirectly, to any person or entity without the prior written consent of the Village. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Agreement or at any time upon the Village’s request, WHG will promptly deliver to the Village all property either tangible or electronic which has been produced by, received by or otherwise submitted to WHG during or prior to the Term pertaining to WHG’s work for the Village, including, but not limited to, information which constitutes or embodies Confidential Information which is in the possession of WHG or under WHG control.

No Promise, Representation or Guarantee of Outcome or Estimates.

1. WHG makes no promise, representation or guarantee regarding the outcome, future financial condition of the Village or of any other matter with respect to the subject matter of this engagement, and the Village agrees to pay our fees and other charges regardless of any outcome unless we have a specific written agreement with the Village to the contrary.
2. While WHG cannot promise or guarantee any particular outcome or future financial condition of the Village, the members of WHG will use their best efforts on the Village's behalf to achieve the goals and objectives of this engagement. It is understood that WHG will not settle or compromise any matter without consent of the Village. The Village and WHG understand, acknowledge, and agree that WHG has no final decision-making authority, and the Village may or may not approve, accept, or reject any recommendation, information, or other work product prepared or offered by WHG. All recommendations, information, or other work product prepared or offered by WHG shall be subject to review and approval by the Village. The Village and WHG understand, acknowledge and agree that WHG shall not be responsible or liable for any claims, damages or causes of action arising out of the Village's acceptance, approval, use or rejection of any recommendation, information or other work product prepared or offered by WHG and the Village shall defend, hold harmless and indemnify WHG for any and all claims, damages or causes of action arising out of the Village's acceptance, approval, use or rejection of any recommendation, information or other work product prepared or offered by WHG.

Respectfully Submitted,

Colleen M. Coogan, CPA, CPFO

CEO, The WoodHill Group