



September 11, 2020

Mr. Kyle Daley, Chair, Board of Directors  
Connecticut River Collaborative Committee  
c/o Essex North Supervisory Union  
318 Christian Hill  
Canaan, VT 05903

Dear Mr. Daley,

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide the Connecticut River Collaborative Committee for the fiscal year ending 2020. We will apply the agreed-upon procedures indicated below.

Objective and Services to be Performed:

- Review of the work to date in the understanding of the consolidation
- Review the numerous proposals which have been submitted
- Consider an alternative proposal to the 2 being discussed now if such is warranted with the above review
- Interviews of various committee members on their understanding of the consolidation and the process
- Discussions with many parties including State of Vermont and State of New Hampshire on this project and the process
- Completing the math to identify various costs, financial viability, and establishing budgets including staffing plan to compliment all the proposals to be discussed publicly.
- Regularly scheduled progress meetings amongst us and the committee
- Planned educational meetings with the public on such matters (anticipate 2 to 3 of these meetings and would need to discuss the details of holding in each community separately and then jointly with the public)
- Provide a deliverable plan including the math and articles of merger as detailed in number 6 above to review with all parties.

This engagement is solely to assist the Connecticut River Collaborative Committee with the services outlined above. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified above. Consequently, we make no representation regarding the sufficiency of the procedures described above for any purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in a report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed above do not constitute an examination, we will not express an opinion on the objective and services outlined above. In addition, we have no obligation to perform any procedures beyond those listed above.

The engagement partner, Ron Smith, will work with the Committee Chair and consultant Carole Martin on an ongoing basis to determine the specific roles and approaches for what is outlined above.

Connecticut River Collaborative Committee's Responsibilities:

During our engagement, the Connecticut River Collaborative Committee's management is responsible for the following:

- Making all management decisions and performing all management functions;
- Designating an individual who possesses suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services;
- Evaluating the adequacy and results of the services performed;
- Accepting responsibility for the results of the services; and
- Establishing and maintaining internal controls, including monitoring ongoing activities.

Unless unforeseeable problems are encountered, the engagement should be completed by December 1, 2020.

We estimate that our fees for these services will be billed at a rate of \$75-150 per hour, with an estimated total not to exceed \$35,000 (the fee will range from \$25,000-\$35,000). The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be billed to Essex North Supervisory Union to be paid with the grant money for the Connecticut River Collaboration. In accordance with our firm policies, work may be suspended if your account becomes 30 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 assist you 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. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

RESPONSE:

This letter correctly sets forth the understanding of the Connecticut River Collaborative Committee.

By: Kyle Daley

Title: Committee Chair

Date: 9-10-20