

Meeting: 1/06/2025  
Moved by: C. Brucker  
Seconded by: C. Damone

Resolution 2025-18

---

**Appointment of Town Accountant 2025-2027**

**WHEREAS**, the Town Board authorized the advertisement of a request for proposals for services of an experienced Accounting firm for fiscal years 2025-2027; and

**WHEREAS**, the Town has received three proposals for advertised services.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the Supervisor to sign the Bowers CPAs & Advisors Letter of Engagement (Appendix A.2); and

**BE IT RESOLVED FURTHER** that the Town Board hereby authorizes the Supervisor to purchase a QuickBooks Online subscription.

Financial Impact:  
N/A

	Ayes	Nays
Councilmember Brucker	<u>  X  </u>	_____
Councilmember Coleman	<u>  X  </u>	_____
Councilmember Damone	<u>  X  </u>	_____
Councilmember Goodman	_____	_____
Supervisor Lowell	<u>  X  </u>	_____

January 14, 2025

Mr. Nathaniel Lowell, Supervisor  
Town of Newport  
2788 Newport Rd  
Newport, NY 13416

We are pleased to confirm our acceptance and understanding of the services we are to provide for Town of Newport (“the Town”) for the year ended December 31, 2025.

You have requested that we perform the following services:

- 1) We will provide you with the following bookkeeping services:

At your request, and under your direction, we will perform the services described in the scope of services in the accompanying appendix in accordance with the Statements on Standards for Accounting and Review Services (SSARS), promulgated by the Accounting and Review Services Committee of the AICPA, and in compliance with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We will make no audit or other verification of the data you submit. We may provide reports that contain portions of financial information; these reports are for internal management use only and they will be prepared under Generally Accepted Accounting Principles with all disclosures omitted. We will not perform any compilation, review, or audit of any financial information. We do not at any time provide legal services of any type. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft, and therefore, we have not included any procedures designed or intended to discover such acts, you agree we have no responsibility to do so.

You authorize Bowers CPAs & Advisors to accept instructions from you and/or from the staff you designate for this engagement.

As a condition to performing the services described above, you agree to:

- Oversee the services we perform by designating an individual, preferably in senior management, who possesses suitable skill, knowledge and/or experience
- Evaluate the adequacy and results of the services performed
- Accept responsibility for the results of the services delivered
- Ensure that the Town has not committed acts of gross negligence or willful misconduct
- Assume all management responsibilities, including setting policies or strategic direction for the Town, and directing or accepting responsibilities for the actions of your employees
- Accept responsibility for designing, implementing, and maintaining internal controls over the bookkeeping processes and perform ongoing evaluations of these processes
- Acknowledge that we will use information provided by you to complete our services, without further verification or investigation regarding this information by us

To perform our services, we will need to obtain information on a timely and periodic basis from your company. These items include, but are not limited to: all input such as check registers, bank statements, customer account information, customer invoices, sales ledgers and receipts, vendor information, purchase orders and vendor invoices, federal tax ID number, payroll information, employee data, unemployment account information, and any other information that we may require to complete the work of this engagement. These items and any other items that we obtain from you will be based on information provided by you and will be used without any further verification or investigation on our part.

Our services will cover the year ended December 31, 2025.

### **Our Responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Town or noncompliance with laws and regulations.

### **Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the Town complies with the laws and regulations applicable to its activities.
5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
6. To provide us with—
  - a. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
  - b. Additional information that may be requested for the purpose of the preparation of the financial statements, and
  - c. Unrestricted access to persons within the Town with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

### **Other Relevant Information**

Elizabeth Bush, CPA is responsible for supervising the engagement.

We estimate that our fees for the accounting services will be \$34,800. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. 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.

Our firm endeavors to hire and retain only the best and brightest personnel. We also invest significant resources on training and other education to build skills needed so that your assigned team members can deliver the highest level of service in our industry. We respectfully request that you not solicit or hire our employees given the considerable investment we have made in developing that employee. In the event you choose to hire an employee who has been employed by Bowers CPAs & Advisors within 120 days of your hiring, you agree to compensate our firm 100% of the employee's annual salary as of their last day of employment. This fee is due 30 days after hiring.

A successful working relationship requires a significant commitment on our part, as well as yours. You are responsible to make staff available during our engagement, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner, is incomplete, or is unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information.

We reserve the right to suspend or terminate our work, with 10 days prior notice, except in the event of nonpayment or other material default on your part, in which case we may suspend or terminate our work immediately upon notice to you.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

To ensure that Bowers CPAs & Advisors' independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

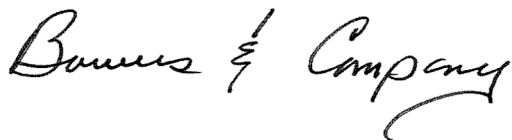
In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Town and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you request us to perform additional services not contemplated or described in this engagement letter, we will provide you with a separate agreement describing those additional services and fees.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and 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,

A handwritten signature in cursive script that reads "Banner & Company". The signature is written in dark ink and is positioned below the "Very truly yours," text.

#### RESPONSE

This letter correctly sets forth the understanding of Town of Newport.

Officer Name: \_\_\_\_\_

Officer Signature/Title: \_\_\_\_\_

## **APPENDIX**

### **SCOPE OF SERVICES**

The following is a summary of the services Bowers CPAs & Advisors will provide as part of this engagement.

- Periodic telephone conference with your Bowers & Company CPAs, PLLC outsourced accountant(s) to answer questions specifically relating to transaction processing, open requests and other work in process.
- Data entry and coding of banking transactions
- Data entry of revenue and deposits
- Journal entries to record accounting transactions
- Bank account reconciliations
- Preparation of Monthly Financial Statements including
  - Budget to actual summary
  - Income & Expense
  - Balance Sheet
- Preparation of annual financial statement reporting
- Participate in internal financial audits and reviews
- Maintain fixed asset inventory and depreciation.
- Maintain supporting documentation to support all transactions recorded by accountant.
- Assistance with vendor communications relating to obtaining W-9s (Bowers & Company CPAs, PLLC will provide assistance in this area but we do not assume responsibility for the completeness/accuracy of the W-9 information we receive.)
- Assistance with preparation of annual Forms 1096 and 1099
- Assist with preparation of financial budgets
- Other Accounting Services to be billed separately unless specifically included (non-routine items in excess of 1-2 hours).

### **2025 Accounting Service Fee Schedule**

Our goal is to provide a reliable, high-quality service at competitive rates. Our annual fee for providing the scope of services is \$34,800.

Any work requested outside this scope of services will be billed at our hourly rates as follows:

Partner	\$ 340
Supervisor	\$ 220
Accounting Staff	\$ 105