

VILLAGE OF SOUTH BLOOMING GROVE
SPECIAL VILLAGE BOARD MEETING
APRIL 18, 2022
1:30 P.M.
AGENDA

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84235440420?pwd=M0NKZWF2QXpka2l0WWdwTWJweWRWUT09>

Passcode: 232054

Or One tap mobile :

US: +13017158592,,84235440420#,,,,*232054# or
+13126266799,,84235440420#,,,,*232054#

1. Pledge of Allegiance
2. Call to order
3. Roll Call
4. Special meeting is being called as the Village is in need of the services of an Accountant.
5. Business
 - *Resolution of the Village Board of the Village of South Blooming Grove appointing Bonadio & Co., LLP as Village Accountant and authorizing the Mayor to enter into an agreement with Bonadio & Co., LLP*
6. Motion to Close

Resolution No.: ____ of 2022

**THE VILLAGE OF SOUTH BLOOMING GROVE
VILLAGE BOARD**

Names	Roll Call Vote			
	Ayes	Noes	Abstain	Absent
<i>Mayor</i> Mr. George Kalaj				
<i>Trustee</i> Mr. Abraham Weiss				
<i>Trustee</i> Mr. Yitzchok Feldman				
<i>Trustee</i> Mr. Asher Guttman				
<i>Trustee</i> Mr. Zalmon Rosner				
TOTAL				

The following was presented

By _____

Seconded by _____

Date of Adoption April 18, 2022

**RESOLUTION OF THE VILLAGE BOARD OF THE
VILLAGE OF SOUTH BLOOMING GROVE
APPOINTING BONADIO & CO., LLP
AS VILLAGE ACCOUNTANT**

BE IT HEREBY RESOLVED, by the Village Board of the Village of South Blooming Grove,

THAT said Village Board hereby appoints Bonadio & Co., LLP, as Village Accountant, to represent the Village on all Budgetary, Inter-Municipal Agreements, and all other Financial related issues. And shall act as a Financial Consultant and Accountant to the Board of Trustees.

THAT the Mayor is authorized to execute engagement letter with Bonadio & Co., LLP.

**BY ORDER OF THE VILLAGE BOARD OF THE
VILLAGE OF SOUTH BLOOMING GROVE, NEW YORK.**

DATED: April 18, 2022

Kerry Dougherty, Village Clerk

April 12, 2022

Mr. George Kalaj, Mayor
Village of South Blooming Grove, New York
811 Route 208
Monroe, New York 10950

Dear Mr. Kalaj:

We are pleased to confirm our acceptance and understanding of the services we are to provide to the Village of South Blooming Grove, New York (the Village), for the year ended December 31, 2022. This letter outlines the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Our engagement will be designed to perform the following services:

- Periodically analyze and make recommendations on operations, general ledgers, cash management and other issues as required,
- On an ongoing basis make assessments of the Village's internal controls and processes and as requested analyze and make recommendations systems and procedures with Village personnel and the Village Board. Recommendations will be reviewed with the Mayor and Village Board.
- Assist with the development of the Village's 2023 annual budget, including the presentation to the Village Board, and participate in budget public hearings as requested.
- Preparation of the New York State Annual Update Document (AUD), as of December 31, 2021,
- Periodically meet with the Mayor, Village Board and Village Treasurer as requested to discuss, analyze and/or review financial issues. Attend Village Board workshops and meetings as requested to discuss financial or other matters.
- Assist the Village and its Attorney(s) with any bonding requirements, issues and transactions.
- Assist in the analysis of the Water and Sewer Districts records for the purpose of assisting in the determination of District rate charges for the next budget year.
- Ongoing advice and recommendations to management on standard government practices and regulations, as needed.

You are responsible for the full and accurate disclosure to us of all relevant facts affecting the above services. You also have final responsibility for the AUD and, therefore, the appropriate government officials should review the AUD carefully before an authorized official signs and submits it.

1040 Avenue of the
Americas, 3rd Floor
New York, NY 10018
p (212) 600-2854

www.bonadio.com

You are also responsible for (a) designing, implementing, and maintaining internal control; (b) preventing and detecting fraud; (c) identifying and ensuring that the Village complies with the laws and regulations applicable to its activities; and (d) making all financial records and related information available to us and for the accuracy and completeness of that information.

You are responsible for assuming all management responsibilities, and for overseeing the above services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, 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.

We are not being engaged to and will not perform an audit, review, or compilation of your financial information and therefore, we will not be providing an opinion or any other form of assurance thereon. Nor will we 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.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

In no event, unless it has been finally determined that Bonadio & Co., LLP was grossly negligent or acted willfully or fraudulently, shall Bonadio & Co., LLP be liable to the client or any of its officers, directors, employees or shareholders or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio & Co., LLP be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

In performing services under this letter, Bonadio & Co., LLP and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Client agrees to indemnify and hold harmless Bonadio & Co., LLP and its personnel from any and all Third-Party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from or relating to the services under this Agreement, 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.

Timothy J. Doyle, CPA, is the engagement partner and is responsible for supervising the engagement.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Monroe, New York and any ensuing litigation shall be conducted within said county, according to New York law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

In the unlikely event that differences concerning this Agreement or our services provided hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, Bonadio & Co., LLP and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete our services and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Our fees will be generated as a product of the hours and rates listed below for the applicable levels. Should any additional services be required, the rates noted below may be utilized.

Level	Standard rate	Quoted Rate	
		Onsite	Remote
Partner	\$ 454	\$ 380	\$ 323
Principal	\$ 424	\$ 315	\$ 268
Manager	\$ 377	\$ 245	\$ 208
Supervisory Staff	\$ 254	\$ 175	\$ 149
Staff	\$ 179	\$ 135	\$ 115

We have discounted our rates, noted above, for services performed remotely. While we intend to perform most of our work onsite, we recognize that in many instances, we can leverage our statewide staff in performing certain work remotely. In recognition of that added flexibility, we have reduced our rates for any work performed off-site by 15%.

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.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed and you will be obligated to compensate us for all fees incurred through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We will issue a separate engagement letter covering the additional services.

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,

BONADIO & CO., LLP

by:
Timothy J. Doyle, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Village of South Blooming Grove, New York.

Signature

Title