

**BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

RESOLUTION 2016-10

**A RESOLUTION AUTHORIZING A NON FAIR AND OPEN CONTRACT WITH BOWMAN
AND COMPANY, LLP FOR FINANCIAL AUDITING SERVICES, REVIEW OF LENGTH OF
SERVICE AWARD PROGRAM, AND MANAGEMENT OF A SECTION 125 CAFETERIA
PLAN**

WHEREAS, there exists a need for professional services for financial auditing services, review of Length of Service Award Program services, and management of a section 125 cafeteria plan; and

WHEREAS, Bowman and Company, LLP provides financial auditing services, review of Length of Service Award Program services, and management of a section 125 cafeteria plan; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires a resolution authorizing the award of contracts for “Professional Services” without competitive bids, and that the contract itself shall be made available for public inspection, and any contract in excess of \$17,500.00 is subject to the requirements of the New Jersey Pay to Play regulations; and

WHEREAS, the Board has determined that the value of the contract will exceed \$17,500.00; and

WHEREAS, Bowman and Company, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Bowman and Company, LLP has not made any reportable contributions to a political or candidate committee in the Hopewell Township Fire District No.1, Board of Fire Commissioners in the previous year, and that the contract will prohibit Bowman and Company, LLP from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Fire Commissioners of Hopewell Township Fire District No. 1 authorizes a Non Fair and Open contract and appoints Bowman and Company, LLP to provide financial auditing services and management of a section 125 cafeteria plan awarded without competitive bidding as a “Professional Service” under the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a) and the New Jersey Pay to Play Regulations; and

BE IT FURTHER RESOLVED, that the contract with Bowman and Company, LLP not exceed \$38,000.00 for the term January 1, 2016 until December 31, 2016, and be available for public inspection in the office of the Chief of Emergency Services.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	✓		✓			
Kintzel		✓	✓			
Lenarski			✓			
Lynch						✓
Chipowsky			✓			

Joseph M. Lenarski

~~Mr. Timothy Lynch, Secretary~~

JOSEPH M. LENARSKI, VICE CHAIRMAN

A CERTIFIED COPY

January 14, 2016



HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1

Board of Fire Commissioners

Mercer County

201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560-1410

Certification of Estimated Contract Award Amount

Pursuant to P.L. 2004, c.19, the Commissioners of Fire District No. 1 in the Township of Hopewell, County of Mercer anticipates that the following non-fair and open contract award will be in excess of \$17,500:

Business Entity Name: Bowman and Company LLP

Contracted Item or Service: Auditing Services, Cafeteria Plan Services, LOSAP Review Services

Estimated Contract Award: \$38,000.00

Term of Contract: 1-1-16 through 12-31-16

I, Sarah Ocicki, certify that the above non-fair and open contract to be considered by the Commissioners of Fire District No. 1, in the Township of Hopewell, County of Mercer is anticipated to exceed \$17,500. The estimated contract award amount is based on the value of the full contract life, and not the amount spent annually.

Sarah Ocicki, Purchasing Agent

February 2, 2016

Board of Fire Commissioner
Township of Hopewell Fire District No. 1
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560-1410

We are pleased to confirm our understanding of the services we are to provide the Township of Hopewell Fire District No. 1, County of Mercer, State of New Jersey, hereinafter referred to as the "Fire District," for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Fire District as of and for the year ended December 31, 2015, in accordance with auditing standards generally accepted in the United States of America, standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and in compliance with audit requirements as prescribed by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Fire District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Fire District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis
Budgetary Comparison Information
Schedule of the Fire District's Proportionate Share of the Net Pension Liability
Schedule of the Fire District's Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Fire District's financial statements. The supplemental financial statements presented for the various funds are presented for purposes of additional analysis as required by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey, and are not a required part of the basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on them in relation to the financial statements as a whole:

Major Fund Supporting Statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in compliance with audit requirements as prescribed by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey, and will include tests of the accounting records of the Fire District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Fire District's financial statements. Our report will be addressed to the Board of Fire Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Fire District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Fire District's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Fire District [, assistance with the journal entries to convert the modified accrual basis financial statements to the accrual basis] in conformity with U.S. generally accepted accounting principles [, and the filing of the continuing disclosure report] based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management Responsibilities (Cont'd)

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit Objectives* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes [, assistance with the journal entries to convert the modified accrual basis financial statements to the accrual basis] [, and the filing of the continuing disclosure report] and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will assist in preparing all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Bowman & Company LLP and constitutes confidential information. However, subject to applicable laws and regulation, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bowman & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for five years after the report release date or for any additional period requested by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our Firm must submit to an external quality control review of its accounting and auditing practice by an independent third party every three years. One important component of this review process is a detailed inspection of the work performed by our Firm during the conduct of selected audits. As such, the independent third party, as part of this process, may select the audit engagement of the Fire District. However, the conduct of an external quality control review complies with the confidentiality requirements set forth in the AICPA Code of Professional Conduct. In accordance with *Government Auditing Standards*, Section 3.106, a copy of the Accountant's most recent external quality control review report is attached to this agreement (Appendix 1).

Engagement Administration, Fees, and Other (Cont'd)

L. Jarred Corn, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the time spent by various members of our staff, at our standard hourly rates (Appendix 2), which will not exceed \$28,000.00, subject to the conditions of the records. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Vouchers for payment of these fees may, at our discretion, be presented as work progresses. All vouchers presented in accordance with this agreement shall be paid by the Fire District within forty-five (45) days from the date remitted. Delinquent balances may be subject to collection agency action if account is not paid in full in a timely manner.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. 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.

We shall when requested, with regard to all temporary and permanent financing of the Fire District, assist management and, the Fire District's Financial Advisor, in preparing draft maturity schedules, tax rate projections and compile and electronically post and print the Preliminary and Final Official Statements. The Fire District is responsible for making all management decisions and performing all management functions related to temporary and permanent financing and for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with all debt related services, and for evaluating the adequacy and results of such services and accepting responsibility for them.

We shall also assist, when requested, in the preparation of the Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known us. When requested, we shall also assist with the preparation of "Arbitrage" or excess earnings calculations. The fees for these services are not included in our fee proposal above. The costs for these services are noted in the Specialized Financial and Bonding Services section.

Specialized Financial and Bonding Services

The charges for Specialized Financial for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates" as stated in Appendix 2, at the time service is rendered. The charges for Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated in Appendix 2, at the time service is rendered with the following minimum fees:

Minimum Fees

Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings.	\$15,000.00
Electronic Posting of Preliminary Official Statement and printing a maximum of 200 combined copies of the Preliminary and Final Official Statement	3,500.00
Printing and Distribution of a maximum of 200 copies of the Preliminary and Official Final Statements via mail and/or Federal Express	3,500.00
Printing and distribution of Official Statements in excess of 200 copies	5.00 (per copy)
Continuing Disclosure Reports	3,000.00

Affirmative Action/Americans with Disabilities Act

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Affirmative Action/Americans with Disabilities Act (Cont'd)

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report From AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to *Subchapter 10 of the Administrative Code at N.J.A.C. 17:27*.

**AMERICANS WITH DISABILITIES ACT
Mandatory Language
Equal Opportunity for Individuals with Disability**

The contractor and the Fire District do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Fire District pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Fire District in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Fire District, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Fire District's grievance procedure, the contractor agrees to abide by any decision of the Fire District which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Fire District, or if the Fire District incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Fire District shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Fire District or any of its agents, servants, and employees, the *Fire District shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Fire District or its representatives.

It is expressly agreed and understood that any approval by the Fire District of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Fire District pursuant to this paragraph.

It is further agreed and understood that the Fire District assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Fire District from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Mediation

In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

We appreciate the opportunity to be of service to the Township of Hopewell Fire District No. 1, County of Mercer, State of New Jersey, 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.

Respectively submitted,
BOWMAN & COMPANY LLP



L. Jarred Corn, CPA

RESPONSE:

This engagement contract letter correctly sets forth the understanding of the Township of Hopewell Fire District No. 1, County of Mercer, State of New Jersey:

Authorized by:

Signature:  _____

Title: Secretary _____

Date: 2-4-16 _____

Attested to by:

Signature:  _____

Title: Chief of Emergency Services _____

Date: 2-4-16 _____

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



EisnerAmper LLP
111 Wood Avenue South
Iselin, NJ 08830-2700
T 732.243.7000
F 732.951.7400

www.eisneramper.com

System Review Report

To the Partners of Bowman & Company LLP
And the Peer Review Committee of the New Jersey Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included (engagements performed under Government Auditing Standards; audits of employee benefit plans, and examinations of service organizations [Service Organizations Control (SOC) 1 engagements]).

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Bowman & Company LLP has received a peer review rating of pass.

EisnerAmper LLP
EisnerAmper LLP
Iselin, NJ
September 8, 2014

APPENDIX 2 - CURRENT STANDARD HOURLY RATES

Partner	\$225.00
Senior Manager	166.00/197.00
Manager	129.00
Senior	102.00
Associate	91.00
General Administration / Report Processing	50.00

February 2, 2016

Board of Fire Commissioner
Township of Hopewell Fire District No. 1
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560-1410

You have requested that we prepare the financial statements of the Township of Hopewell Fire District No. 1 (hereafter referred to as the "Fire District") Length of Service Award Program ("LOSAP"), which comprise the statements of net assets available for benefits as of December 31, 2015 and 2014, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements, and perform a review engagement with respect to those financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to:

- a. prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
- b. obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America.

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 ethical principles of integrity, objectivity, professional competence, and due care.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of Fire District management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the Fire District's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by error or fraud, or to identify or disclose any wrongdoing within the Fire District or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that indicates fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. 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
- b. The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements
- d. The prevention and detection of fraud
- e. To ensure that the Fire District complies with the laws and regulations applicable to its activities
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement
- g. To provide us with the following:
 - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
 - ii. Additional information that we may request from you for the purpose of the review engagement
 - iii. Unrestricted access to persons within the Fire District of whom we determine it necessary to make inquiries
- h. To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

You are also responsible for all management decisions and responsibilities, and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of services performed and accepting responsibility for such services.

Our Report

We will issue a written report upon completion of our review of the Fire District's financial statements. Our report will be addressed to the governing body of the Fire District. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's review report in any document containing financial statements that indicates that such financial statements have been reviewed by us and, prior to inclusion of the report, to ask our permission to do so.

Other Relevant Information

L. Jarred Corn, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for this service will be based on the time spent by various members of our staff, at our standard hourly rates below, which is estimated to be \$3,900.00 subject to the conditions of the records. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Vouchers for payment of these fees may, at our discretion, be presented as work progresses. All vouchers presented in accordance with this agreement shall be paid by the Fire District within forty-five (45) days from the date remitted. Delinquent balances may be subject to collection agency action if account is not paid in full in a timely manner.

Other Relevant Information (Cont'd)

Our standard hourly rates by category (for services rendered during the period July 1, 2015 through June 30, 2016) are as follows:

Partner	\$225.00
Senior Manager	166.00/197.00
Manager	129.00
Senior	102.00
Associate	91.00
General Administration / Report Processing	50.00

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.

In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

Bowman & Company LLP is an equal opportunity employer with an affirmative action plan that ensures applicants are recruited and employed without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a review of those same financial statements and our respective responsibilities.

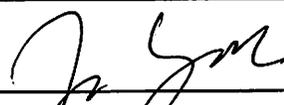
Respectfully submitted,

BOWMAN & COMPANY LLP



L. Jarred Corn, Partner
Certified Public Accountant

APPROVED:

By: 
Title: Secretary
Date: 2-4-16

December 1, 2015

Mr. Matthew Martin
Chief of Emergency Services
Hopewell Fire District No. 1
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Dear Chief:

This letter is to confirm and specify the terms of our engagement with Hopewell Fire District No. 1 for their Section 125 Cafeteria Plan for the 2016 Plan Year and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are performed to confirm the arrangements.

We will provide the following services:

- * Attendance at an employee informational meeting and enrollment meeting, if requested;
- * Record keeping of individual contributions to the plan, ordinary allowable claim review and preparation of advice to Payroll Department when applicable;
- * We can accommodate debit cards, direct deposit, checks and processing through payroll;
- * Employer and Employee access to Web-Portal for account review;
- * Various Employer reports to be emailed to Administrator;
- * Statements will be emailed or mailed to participants monthly;
- * Testing to assure Plan complies with Internal Revenue Service Non-Discrimination Rules;
- * Technical updates and management consulting relative to the plan.

We will use professional judgment in resolving questions or where there may be conflicts between the authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The Internal Revenue Service and the Department of Labor may select your Plan for review. Any proposed corrective adjustments by the examining agent are subject to certain rights of appeal. In the event of such government examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be as follows:

Our professional fees for setting up plan software and all related communication materials:

- Yearly renewal fee \$250.00

Cafeteria Plan services which includes record keeping of contributions, tracking of disbursements, communication with payroll department regarding disbursements, discrimination testing and coordination of open enrollment process

Up to 26 Participants Standard hourly billing rates below
26+ participants \$4.00/participant/month

Other services, such as attendance at employee informational meetings, if requested, and preparation of employee health benefit contributions will be based upon the amount of time required at our standard hourly billing rates as listed below:

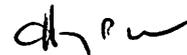
Partner	\$225.00
Senior Manager	166.00/197.00
Manager	129.00
Senior	102.00
Associate	91.00
General Administration/ Report Processing	50.00

All invoices are due and payable upon presentation. This engagement letter relates only to the plan specified above. If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,

BOWMAN & COMPANY LLP



Harry P. Wills

APPROVED:

BY: Joseph M. Lenardi, VICE CHAIRMAN

DATE: JANUARY 14, 2016