

TOWN OF FOSTER RHODE ISLAND

RESOLUTION 2013-05

RESOLUTION OF TOWN COUNCIL TO AUTHORIZE THE FOSTER POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENTS PURSUANT TO GENERAL LAWS CHAPTER 45-42, AS FROM TIME TO TIME AS MAY BE REQUIRED

WHEREAS, the Town Council ("Council") is the statutory body of the Town of Foster ("Foster") and is responsible for all aspects of Town governance, including, but not limited to, providing for the public safety, and the exercise of police power through the Foster Police Department; and

WHEREAS, the Chief of Police is the Council designee for overall supervision and management of the Foster Police Department, including, but not limited to, the deployment of equipment and personnel in the service of maintaining public safety for the citizens of Foster and in the interests of the Town; and

WHEREAS, the Council recognizes that there may be instances where the public safety of Foster may be threatened and in those instances where the Chief of Police may request emergency police assistance from another police department within the state, said request is made pursuant to the "emergency police power" codified in RIGL § 45-42-1; and

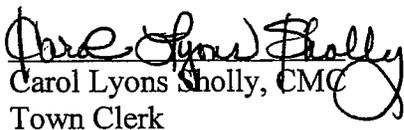
WHEREAS, the Council recognizes that there may be instances where the Chief of Police, may request nonemergency police assistance from another police department within the State of Rhode Island, and in those instances, said request is made pursuant to the "nonemergency police power" codified in the RIGL § 45-42-2; and,

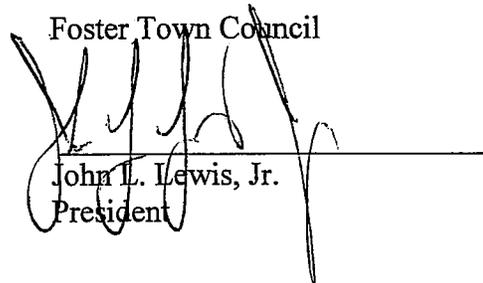
NOW, THEREFORE, BE IT RESOLVED THAT, the Council authorizes the Chief of Police to enter into Mutual Aid Agreements, pursuant to RIGL § 45-42-2 and consistent with the provisions of Chapter 40.1 of the General Laws entitled "Interlocal Contracting and Joint Enterprises" as from time to time as may be required or necessary with Chiefs of Police from surrounding police departments.

Adopted this 10th day of October, 2013,

WHERE TO the following bear witness:

Signed:


Carol Lyons Sholly, CMC
Town Clerk

Foster Town Council

John L. Lewis, Jr.
President

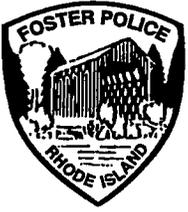


Exhibit B

Foster Police Department

WILLIAM J. ZIEHL
CHIEF OF POLICE

October 7, 2013

Foster Town Council
181 Howard Hill Rd.
Foster, RI 02825

Attn: John Lewis, President

Dear Council Members:

Over the past several months this department has had a vacancy in a full time dispatcher position left by the resignation of Michael Kitson. The position was advertised and interviews and background checks were conducted. The selection was made for the full time training to be started. Russell Bart, of Harrisville, RI was chosen to begin training on 9/18/13.

Russell has completed over eighty hours of training and has shown great progress in learning the position. He has over seven years of experience as a dispatcher in North Smithfield and was also responsible for dispatcher training while employed with North Smithfield.

I am confident that Russell will prove to be a valuable asset to the department and feel he is ready to be placed as a full time dispatcher.

This letter will serve as notification to the town council regarding the hiring of Russell Bart as a full time dispatcher.

If there are any further questions regarding this matter, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "WJZ", with a stylized flourish at the end.

William J. Ziehl
Chief



Town of Foster

Est. 1781

Robert Hohler
Public Works Director

October 9, 2013

Foster Town Council
181 Howard Hill Road
Foster, RI 02825

Honorable Council Members:

I have had the opportunity to review the bids for the Winter Sand contract that were recently submitted and opened at the Town Council meeting on September 12, 2013. I recommend that the Town award the contract to Material Sand & Stone Corporation. Their bid was \$11.96 per ton delivered, and \$6.45 per ton picked up by the Town.

Respectfully,

A handwritten signature in cursive script that reads "Robert Hohler".

Robert Hohler
Public Works Director

RH/sb



October 10, 2013

Ms. Kelli Russ, Treasurer/Finance Director
Treasurer's Office
Town of Foster, Rhode Island
181 Howard Hill Road
Foster, Rhode Island 02825

Dear Ms. Russ:

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for the Towns of Foster, Glocester, and Scituate, Rhode Island (collectively, the Towns) and the State Office of Housing and Community Development (OHCD) with respect to the Western Rhode Island Home Repair Program (WRIHR) for the purpose of assisting the Towns in closing out the program and distributing the program documentation being held by the WRIHR to the respective Towns. The Towns and OHCD are referred to herein as the Specified Parties. The specific procedures to be performed are included in Attachment I to this letter. You have instructed us to work on procedures in the order as they are presented on Attachment I up until the point that the hours incurred at the specified level hourly rate, plus out-of-pocket costs, total \$26,200. Any procedures not completed as a result of the not-to-exceed level being reached will be the responsibility of the Towns and OHCD.

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the respective financial statements of the Towns taken as a whole as a result of the procedures described in Attachment I.

At the commencement of our engagement, we will request a meeting with representatives of each of the Towns and the OHCD to discuss the procedures to be performed, as described in Attachment I, and to obtain concurrence from the Specified Parties of the sufficiency of the procedures.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

A Limited Liability Partnership

Engagement Services (continued)

Our report will contain a statement that it is intended solely for the use of the Specified Parties and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph indicating that if we had performed additional procedures, or if we had conducted an audit in accordance with auditing standards generally accepted in the United States of America on any of the specific elements, accounts or items referred to in our report, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of the Specified Parties of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the procedures are not designed to provide assurance on internal control over financial reporting or compliance or to identify significant deficiencies or material weaknesses. However, we will communicate to management of the Specified Parties significant deficiencies or material weaknesses that become known to us during the course of the engagement.

Towns' Responsibilities

The sufficiency of the procedures included in Attachment I is solely the responsibility of the Specified Parties. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

Management of the Towns is responsible for establishing and maintaining effective internal control over financial reporting and compliance and for complying with all laws and regulations related to its activities. Also, management is responsible for the design and implementation of programs and controls to prevent and detect fraud.

At the completion of our engagement, management is responsible for providing us with a written representation letter confirming, among other things, that management is responsible for the sufficiency of the procedures for their purposes, that our report is intended solely for the use of the Specified Parties and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes, and other matters related to the engagement.

Towns' Responsibilities (continued)

If circumstances arise relating to the condition of the WRIHR's records, the availability of appropriate evidence, or indications of a significant risk of error, fraud, or misappropriation of assets, which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from this engagement.

During the course of our engagement, we may accumulate records containing information that should be reflected in the Towns' separate financial statements and underlying books and records. The Towns will determine that all such information, if necessary, will be properly reflected in its respective financial statements and underlying books and records. The Towns are responsible to retain all their books and records and underlying supporting documents and will not expect LGC&D to maintain copies of such books and records or underlying supporting documents.

Because LGC&D LLP (LGC&D) will rely on the Towns and their management and the OHCD to discharge the forgoing responsibilities, the Towns and the OHCD hold harmless, release, indemnify, and agrees to defend LGC&D, its principals, employees, agents and successors and assigns from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of any of the Towns or the OHCD which has caused, in any respect, LGC&D's breach of contract or negligence. This provision will survive termination of this arrangement for services.

Fees

Our hourly rates to perform the services described above, along with an estimate of the hours required, are as follows:

<u>Level</u>	<u>Hourly Rate</u>	<u>Estimated Hours Required</u>
Principal	\$ 240	20
Manager	\$ 170	40
Senior/Associate	\$ 105	120
Support Staff	\$ 50	40
		<hr/>
		220

We will allocate the work to the appropriate level to ensure the lowest cost possible to the Towns and OHCD and will prioritize our work in accordance with Attachment I. Interim billings, including out-of-pocket costs not-to-exceed \$500, will be submitted as work progresses and as expenses are incurred, not-to-exceed total invoiced amount of \$26,200. All other provisions of this letter will survive any fee adjustment.

Fees (continued)

In the event we are requested or authorized by the Towns or the OHCD or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Towns and the OHCD, the Towns and the OHCD will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Agreement

The Towns, the OHCD and LGC&D or any successors in interest agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by LGC&D or the date of this arrangement letter if no report has been issued. The Specified Parties waive any claim for punitive damages. LGC&D's liability for all claims, damages, and costs of the Specified Parties arising from this engagement is limited to the amount of fees paid by the Specified Parties to LGC&D for the services rendered under this arrangement letter.

This letter constitutes the complete and exclusive statement of agreement between LGC&D and the Specified Parties, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between LGC&D and the Specified Parties. Should services other than those covered by this letter be requested, we will discuss with you the extent of these services and the basis for additional fees, and separate arrangements for such services will be required.

Please sign and return one enclosed copy of this letter to signify your understanding of the arrangements and as authorization for us to proceed.

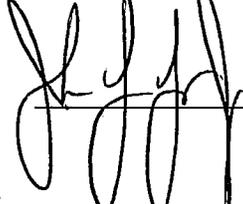
Very truly yours,

LGC&D LLP


Stephen W. Geremia, Principal
Certified Public Accountant

SWG/mp

CONFIRMED ON BEHALF OF THE SPECIFIED PARTIES:

By:  Town Council President
Foster, RI

Date: 10/15/2013

ATTACHMENT I

SPECIFIC AGREED-UPON PROCEDURES TOWNS OF FOSTER, GLOCESTER, AND SCITUATE, RHODE ISLAND

Description

1. Meet with the State of Rhode Island Auditor General and obtain copies of the Western Rhode Island Home Repair Program (WRIHR) records in their possession, if any.
2. Inventory and create a summary log (Inventory Log) of the paper records to which we are provided access at the Town of Glocester, Rhode Island (Glocester) town hall related to the WRIHR and physically organize said records by the Town to which the record relates.
 - a. Physically deliver the records noted in #2 above to the respective Town, along with a copy of the Inventory Log.
 - b. If the records referred to in #2 above apply generally to the WRIHR or reference the Towns of Foster, Glocester, and/or Scituate, Rhode Island (collectively, the Towns), create an electronic (PDF) copy of such record and provide an electronic copy to each of the Towns.
 - c. The Inventory Log is to include: (a) the transfer date; (b) method of transfer; and (c) type (for example, hard copy, electronic, both).
3. Read through the electronic files saved on the local drive of the computer located at Glocester that was utilized in the WRIHR as of the date to which we are provided access to such computer and segregate by the Town to which the file relates.
 - a. Files noted in #3 above to be included on the Inventory Log noted in #2 above and provided to the Town to which the file relates, or provided to each of the Towns in the event the file relates to the WRIHR in general.
4. Oversee the processing and recording within the WRIHR general ledger system of the WRIHR loan repayments made between February 2012 and the date our services are rendered, which were deposited by Glocester personnel and for which copies of the checks received and/or remittance advices are available based on information made available to us.
5. Update the existing loan subsidiary ledgers for the payments summarized in #4 above.
6. Oversee the processing and recording within the WRIHR general ledger system of the outstanding vendor invoices relating to the WRIHR, if any, based on records made available to us.

ATTACHMENT I

SPECIFIC AGREED-UPON PROCEDURES TOWNS OF FOSTER, GLOCESTER, AND SCITUATE, RHODE ISLAND (CONTINUED)

Description (continued)

7. Based on the information provided and records available, propose the amount of funds remaining in the WRIHR cash account, after transactions associated with #4 and #6 above are processed, to be returned to the State Office of Housing and Community Development (OHCD).
8. Provide a copy of any liens noted in the WRIHR records noted in #2 above to the respective Towns' Solicitor, along with any related signed loan agreement found.
9. Provide weekly email communications to representatives of each of the Towns and the OHCD indicating status of the agreed-upon procedures and hours incurred, by level performing the services, to date.