

TOWN OF LITCHFIELD
SPECIAL TOWN MEETING
JUNE 13, 2013

A Special Town Meeting of the Town of Litchfield was held on Thursday, June 13, 2013 at the Litchfield Firehouse. There were five eligible voters present, two reporters and the Town Attorney. First Selectman, Leo Paul, Jr., opened the meeting at 7:00 p.m.

Edward Gadomski made motion to nominate Cleve Fuessenich as Moderator, seconded by Dr. Daniel Doyle. There were no other nominations. Voice vote carried the motion unanimously.

D. Doyle made motion to waive the reading of the Call, seconded by E. Gadomski. All voted in favor and the motion carried. The Moderator waived the reading of the Call.

The Moderator read Item I: As recommended by the board of Selectmen, to approve an Agreement Establishing Regional Animal Control Program and Facility ("Agreement") with the City of Torrington, the Town of Goshen and the Town of Litchfield for a one year pilot program beginning July 1, 2013; to authorize the First Selectman to sign the Agreement and to execute and deliver such other documents and agreements as may be necessary to carry out the terms of the Agreement.

A copy of the full agreement was made available to all in attendance and is included in these minutes as Exhibit A. Item I was moved by E. Gadomski, seconded by D. Doyle. There was slight discussion pertaining to the monies given to LHCEO for the feasibility study, the role that the Simon Foundation may play, and state funding. Following no other discussion, the Moderator called for a vote. All voted in favor by voice vote and the motion carried.

E. Gadomski made motion to adjourn the meeting, seconded by D. Doyle. The Moderator adjourned the meeting at 7:08 p.m.

Respectively submitted;



Lisa A. Losee
Town Clerk

**AGREEMENT ESTABLISHING REGIONAL
ANIMAL CONTROL PROGRAM AND FACILITY**

The foregoing agreement, made as of July ____, 2013, concerns the creation, by the City of Torrington, the Town of Goshen and the Town of Litchfield, of a pilot regional animal control program and facility, the terms of which are more fully described below.

RECITALS

WHEREAS, the above referenced municipalities desire to begin the process of establishing a regional animal control program and operating a regional animal control facility under a one year pilot program.

WHEREAS, there is now an Animal Control Officer and Assistant Animal Control Officer(s) for the City of Torrington, which will serve the Region pursuant to the terms of this agreement.

WHEREAS, there is now an Animal Control Facility, located and operated in the City of Torrington, which will serve the Region pursuant to the terms of this agreement.

WHEREAS, this agreement does not contemplate the removal of animal carcasses by the proposed regional animal control program.

WHEREAS, the parties to this agreement agree to appoint a regional Animal Control Officer, and such Assistant Animal Control Officers, as are necessary to administer and enforce the laws relating to animals. The parties agree to each contribute a proportional share of the salaries and fringe benefits of the Regional Animal Control Officer, and any necessary Assistant Animal Control Officers, and for the maintenance and operation of an animal control facility, as described below.

Now, therefore, in consideration of the benefits to be derived by each municipality participating in the one year pilot program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

A. THE REGIONAL ANIMAL CONTROL PROGRAM

1. Establishment of the Regional Program: This Interlocal agreement is entered into by the member municipalities pursuant to Connecticut General Statutes, Section 7-148cc and Sections 7-339a to 7-339l, inclusive. The parties to this agreement hereby establish a one year pilot animal control program for the purpose of employing a Regional Animal Control Officer and necessary Assistant Animal Control Officers, and for the purpose of administering and enforcing the laws relating to animals within the Region generally, to include the operation of the Animal Control Facility.

- a. The Region shall pay the salaries,licensing fees, continuing educational costs, and associated benefits of the Regional Animal Control Officer, and any Assistant Regional Control Officers, and pay for such insurance coverage as is necessary or desirable to carry out the purposes of the Program, including, but not limited to casualty, liability, medical, and workers' compensation insurance;
- b. boarding care for the animals kept at the facility, including but not limited to, veterinary care of the animals, animal food, water, medicines, vitamin supplements and vaccinations;
- c. the care, maintenance, and repair of the physical plant of the animal facility itself, to include, heat, electricity, water, snow removal;
- d. transportation,vehicle and equipment costs; and
- e. any other reasonable expenses associated with the regional animal control facility and animal control program.

D. THE CITY OF TORRINGTON AS ADMINSTRATOR OF BOTH THE REGIONAL ANIMAL CONTROL PROGRAM AND REGIONAL ANIMAL CONTROL FACILITY

1. The day to day operation of both the regional animal control program and the regional animal control facility will be conducted by officials from the current Animal Control Officer, and Assistant Animal Control Officers of the City of Torrington, and the other parties to this agreement shall provide the City of Torrington with payment of their respective proportional share of costs and maintenance fees quarterly with payments sent to the Treasurer of the City of Torrington.
2. Notwithstanding the fact that the City of Torrington shall be the employer of the Regional Animal Control Officer and any Assistant Animal Control Officers, the appropriate appointing authority of each municipality shall appoint and swear in the Regional Animal Control Officer and any Assistant Animal Control Officers, in order for said officials to be authorized to act and operate within and on behalf of each municipality.
3. For purposes of civil liability, municipal immunity, indemnification and public officials' liability insurance, the Regional Animal Control Officer and any Assistant Animal Control Officer shall be deemed to be acting on behalf of the member municipalities for any claims of negligence or intentional acts in the discharge of their official duties.

E. REGIONAL GOVERNING COMMISSION

the place of all previous agreements or understandings, whether written or oral, if any, previously made among the parties to this agreement with respect to its subject matter. This agreement may not be modified except by in writing executed by the chief executive officer of each municipality approved by the appropriate legislative body of each municipality of the Region.

2. Severance: If any provision of the agreement is held to be unenforceable due to its scope or breadth, then it shall be narrowed and enforced to the scope and breadth permitted by law.
3. Counterparts: This agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument and shall for all purposes be deemed to have been made, executed and delivered as of the date of the first written above, irrespective of the time or times when the same or any of the counterparts may be made, executed and delivered.
4. Indemnification: Each of the parties hereto shall indemnify and save harmless the other parties hereto for any liability incurred by the Region and its officers or employees which indemnification shall survive the termination of this agreement or the dissolution of the Region.
5. Start Date: This agreement shall begin on July 1, 2013, and shall remain in effect for one year unless dissolved in accordance with the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF TORRINGTON

By _____
Ryan J. Bingham, Mayor Date _____

TOWN OF GOSHEN

By _____
Wilrose Duquette, First Selectman Date _____

TOWN OF LITCHFIELD

By _____
Leo Paul, Jr., First Selectman Date _____

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