

**Special Town Council Meeting  
June 1, 2017**

The June 1, 2017, Town Council Meeting was called to order by Denise L. DiFranco, President of the Foster Town Council, at the Foster Town House, Foster, Rhode Island, at 6:00 p.m.

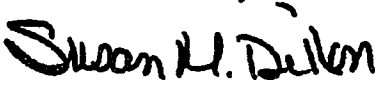
The following members were present:	Also present:
<b>Chris Stone, Vice President</b>	Asst. Solicitor, Joanna Achille
<b>Gordon Rogers</b>	Kelli Russ, Treasurer
<b>Michael Dillon</b>	
<b>Cheryl Hawes</b>	

<b>I. PLEDGE OF ALLEGIANCE</b>	The Pledge of Allegiance was recited.
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<b>II. OLD BUSINESS</b>	
<b>Regionalization of Animal Control Officer</b>	Gordon Rogers moved, Mike Dillon seconded, to accept the contract to regionalize as presented, and to move forward if adopted by Scituate.
	Discussion: Gordon Rogers, Cheryl Hawes, Kelli Russ, Asst. Solicitor Joanna Achille, Mike Dillon, Chris Stone.
	Gordon Rogers moved, Mike Dillon seconded, to amend the main motion to include all changes as shown in Exhibit A.
	Chris Stone, aye; Cheryl Hawes, aye; Gordon Rogers, aye; and Michael Dillon, aye. Motion carried 4-0.

<b>III. ADJOURNMENT</b>	Gordon Rogers moved, Mike Dillon seconded, to adjourn. Motion carried. Meeting adjourned at 7:05 p.m.
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A digital sound file is made a part of the record for a complete account of the council meeting.

Submitted by  
  
Susan M. Dillon  
Town Clerk

June 2, 2017

Honorable John F. Mahoney  
Council President  
Town of Scituate  
195 Danielson Pike  
PO Box 328  
Scituate, RI 02857

*Re: Animal Control Services*

Dear Council President Mahoney:

Please allow this correspondence to serve as the Town Council of Foster's formal proposal for an agreement relative to the Town of Scituate providing Animal Control Services. As you are aware, for the past several years the Town of Foster has contracted with the Town of Scituate for the use of its Animal Shelter/Dog Pound. At this time, the Town of Foster desires to enter into a contract with the Town of Scituate for Animal Control Services which would include continued use of the shelter/pound in addition to animal control officers. The proposed terms are as follows:

**Services:** The Town of Scituate shall provide "Animal Control Services" to the Town of Foster. For purposes of this agreement, Animal Control Services shall be defined as: use and access of the animal shelter/dog pound and utilization of an animal control officer(s).

**Term:** The term of the contract shall be for a period of five (5) years. The term shall commence on July 1, 2017 through June 20, 2022. That on or about July 1, 2021, the parties shall commence good faith negotiations to renew this contract.

**Fee:** That the Town of Foster shall pay to the Town of Scituate the total fee of Twenty Nine Thousand and 00/100 (\$29,000.00) Dollars per year for the Animal Control Services, reflecting Ten Thousand and 00/100 (\$10,000.00) Dollars for the use and services of the animal shelter/pound and Nineteen Thousand and 00/100 (\$19,000.00) for services provided by and the use of animal control officer(s). That said payment shall be made in equal quarterly installments due and payable on the 15<sup>th</sup> day of July, October, January, and April.

**Transfer of Vehicle:** That within a reasonable time after execution of the Agreement, the Town of Foster shall transfer ownership of the Town of Foster's animal control vehicle, *to wit*, a 2005 Chevrolet Suburban, bearing VIN No.: 3GNGK26G55G235769 free and clear of all liens to the Town of Scituate. Said vehicle shall be transferred in "as-is" condition with no warranty of merchantability. That immediately upon transfer, the Town of Scituate shall take all necessary actions to transfer the registration of said vehicle and provide adequate insurance and shall

assume sole responsibility for all maintenance, costs, fees and expenses associated with said vehicle.

**Operational Protocols re: Animal Shelter/Pound:** That the Town of Foster, its residents and agents, shall have use of the Animal Shelter facilities.

**Shelter/Pound Fees:** For purposes of issuance and collection of shelter/pound fees, residents of Foster shall be treated as if they were residents of Scituate, in no event shall residents of Foster be charged any additional or higher fee than residents of Scituate. All shelter/pounds fees collected from Foster resident shall be retained by the Town of Scituate.

The Police Departments for the Town of Foster and the Town of Scituate have established operational protocols for the management and operation of the Animal Shelter/Pound which shall remain in effect. That the Chiefs of the Town of Foster and the Town of Scituate, upon mutual agreement and assent may modify, alter, add to, and/or make any necessary updates to said protocols.

**Operational Procedures and Protocols re: Animal Control Officer(s) and Officer Duties:** That the Town of Scituate shall provide the Town of Foster with an animal control officer(s). This officer(s) shall not provide exclusive services to the Town of Foster but shall provide joint services to both towns.

That the Chiefs of Police of both the Town of Foster and the Town of Scituate shall work collectively to create a formal set of operational procedures relative to animal control officers' conduct, duties, day-to-day responsibilities, and all other matters they mutually deem necessary and proper which, by mutual agreement and assent they may amend from time to time. Notwithstanding anything to the contrary herein, said procedures shall not reduce the requirement, duties and other responsibilities as set forth within this Agreement.

**Officer Duties:** That the animal control officer(s) shall be responsible for: receiving all animal related complaints (from both the public and/or town departments); preparation of all documentation relating to said complaints; preparation of all animal related incident reports; preparation and filing of all documentation required by the State of Rhode Island, the Department of Health, or any other state or federal agency relative to an animal related incident; transportation and impounding of animals; investigation (with the assistance of the Foster Police Department when necessary) and conducting of vicious dogs and/ or dog bite hearings; any and all other ancillary matters relating to animal control in the Town of Foster.

**Hours of operation/After Hours:** The Town of Foster is amendable to adopting the hours of operation and policies for after-hours calls currently in place in the Town of Scituate. However, Foster would request a copy of the current animal control officers scheduled hours as well as after-hour call policy be forwarded to our attention.

**Officer Status:** That all animal control officer shall be deemed employees of the Town of Scituate.

**Violations Issued:** That any fines assessed for violations issued by the animal control officer(s) in the Town of Foster shall be due and payable to the Town of Foster. A copy of each violation shall be provided to Foster Police Department in a timely manner after the same is issued.

Please review the foregoing and if this proposal is acceptable, I will forward a formal agreement to your solicitor for review. Should you have any modifications or additions, kindly forward them to my attention and I will bring them to the Council.

Thank you for your consideration, we look forward to hearing from you.

Best regards,

Joanna M. Achille

CC: Chief William Ziehl (via E-Mail)  
Chief Donald R Delaere, Jr. (via E-Mail)