

REGIONAL ANIMAL CONTROL REPORT FOR THE TOWNS OF BERLIN, GRAFTON, SHREWSBURY, WESTBOROUGH, AND WEST BOYLSTON



Commonwealth Community Compacts (CCC) District Local Technical Assistance (DLTA)

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Commonwealth Community Compacts Signed:

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West Boylston – November 14, 2016

Executive Summary - Phase I

In the fall of 2016, the Town of Westborough lost its Animal Control Officer (ACO) and reached out to surrounding towns and CMRPC to explore a Regional Animal Control Department. Across the CMRPC region, tightening municipal budgets are coupled with a need to provide increasingly professional and reliable services to meet statutory obligations. Regionalizing animal control is a trend that may lead to even more cooperative relationships between municipalities. With this in mind, we began by studying the Rutland region, where there are regional models for Emergency Dispatch, Information Technology and Animal Control. Starting in 2013, Rutland partnered with Barre and Princeton to improve Animal Control services by streamlining the manner in which dogs are picked up and handled, centralizing pickup and boarding fees, enforcing each town's dog bylaws and handling any appeals, and ultimately saving \$6,000 in their first year of operation.

Shrewsbury was interested because they felt a regional program would allow them to improve their Animal Inspection services as well as general record keeping for the department. They also have some excess capacity in their Animal Control Officer. Leona Pease, Shrewsbury full time ACO, has been consistently lauded for her dedication to providing excellent Animal Control service to her community. In our experience, she is also one of the few ACOs that is able to patrol her town while also responding to calls. Her professionalism provided every potential member community a much higher level of comfort when considering a regional program.

Grafton joined the conversation even though their residents do not expect a high level of service regarding Animal Control. They have one on-call employee that responds to calls as they are relayed by the Westborough Police. They acknowledge, however, that a slow response time would expose them to risk in the event of an emergency.

After several meetings with the Regional Animal Control Working Group, interviews with other regional programs, and an assessment of the facility and staffing in Shrewsbury, CMRPC developed job descriptions for an Animal Control Officer and Assistant Animal Control Officer, an Inter-Municipal Agreement, and a cost analysis for the new program. However,

when Westborough was able to hire an ACO, their need for the program dissipated. Additionally, with the Town Manager of Shrewsbury, Dan Morgado, retiring, the project was tabled.

In August 2017, West Boylston lost their ACO and reached out to CMRPC to help fill the gap. We were able to facilitate a discussion with Rutland Regional Animal Control that led to a Memorandum of Understanding to allow for mutual aid between the towns. This satisfies West Boylston's immediate need while they work with the Shrewsbury region to establish a more permanent solution. The town of Berlin also asked to be included in these discussions. They have one on-call person but are finding animal-related issues to be a burden on their police department. The groundwork for this collaboration was laid by Phase I and the goals for Phase II remain almost identical with the addition of Berlin and West Boylston.

The objective of the project was to perform:

Phase I -

- Analyze existing models of shared Animal Control Service, including the Gardner area program as well as the Rutland area program;
- Review current Animal Control operations and any available data to assess cost and benefit of services between towns;
- Communicate with communities and the ACO to identify strengths and weaknesses of partnership arrangements and operations;
- Draft job descriptions for Animal Control Officer (ACO) and Assistant Animal Control
 Officer (AACO);
- Draft Inter-Municipal Agreement (IMA) between the Towns of Shrewsbury,
 Westborough, and Grafton;
- Research and analyze the costs associated with a new regional program.

<u>Phase II</u> - The initial phase was temporarily put on hold due to transitioning roles in the towns. Phase II began in the fall of 2017 when West Boylston lost their ACO. The goals for phase II are:

- Review previous analysis with the addition of Berlin and West Boylston;
- Find West Boylston an interim solution to their loss of an Animal Control Officer;
- Communicate with communities and the ACO to identify strengths and weaknesses of partnership arrangement and operations;
- Reconfigure job descriptions for the Animal Control Officer (ACO) and Assistant Animal Control Officer (AACO);
- Draft a new Inter-Municipal Agreement (IMA) between the Towns of Berlin, Grafton
 Shrewsbury, Westborough, and West Boylston;
- Research and analyze the costs associated with a new regional program.

Comparable example - Gardner Regional Program

For over ten years, Gardner has been the host community for a Regional Animal Control Program that now serves the towns of Ashburnham, Hubbardston, and Westminster. They perform animal control services and provide an animal shelter for all four towns. While the Shrewsbury region would rely on the Worcester Animal Rescue League for sheltering services, Gardner's call volume makes it a good comparison for sharing Animal Control services. See the table below for more information.

Calls come in through Gardner dispatch and are logged through Gardner dispatch.

Information from the call is then relayed to the ACOs. Every ACO uses city phones and keeps a written log of all calls at the facility. That log is shared with the communities quarterly.

There are currently three full-time ACOs and they're looking to hire a per diem to fill in for vacations and sick days. They have 7am-5pm coverage seven days a week. They always try to have two ACOs on duty at once. Any emergency calls after 5pm go to whoever was on duty

most recently and counts as an automatic two hours overtime plus any additional time spent on the call. All three ACOs are certified Animal Inspectors; they do fire inspections, barn inspections, and quarantines. They also have four part time staff in charge of maintaining the facility and taking care of the animals. Two are 19 hour positions and the other two are 12 hours. They also have some volunteers that help take care of the dogs. ACOs send out all rabies samples through a contracted veterinarian. For vehicles, they have one outfitted van and one pickup truck with slide-in Animal Control Unit. They dispose of roadkill for the whole region but have varying standards for what they will pick up in each town.

Located at 899 West Broadway in Gardner, the facility is made up of several useoriented rooms. A cat facility has an indoor portion and an attached outdoor enclosure where
the cats are kept. Cats that they determine should not be integrated with others are kept in
cages in that room. There's a medical room where they keep quarantines, sick animals, and any
animal that has to be isolated. The med room has a separate entry door. There's a bathroom
outfitted with a shower/hose down area and separate laundry room. There's a dog kennel with
15 runs and a fenced in outdoor area. There are also cages in the main lobby; they find guests
enjoy seeing animals when they come in. Altogether, they can hold 30 cats and 15 dogs.
Gardner has had the facility for 15 years and it is now used for all four towns. Funding for the
facility came mostly through donations. Gardner's animal control facility not only provides
residents with a shelter service, it serves to centralize animal control operations and solidifies
the agreement between the four towns.

The assessments are based on a combination of calls volume and population. Once they had the initial budget and each community's payment, they signed a 3-year deal that increased the payment amount by 2.5% each year. Each community is satisfied with the current arrangement and the shelter has an eye on the future with ideas for facility expansion.

Even though Gardner's Regional population is less than half of Shrewsbury's, funding for Animal Control is significantly higher. This not only allows Gardner to provide shelter services

but also allows them to utilize three ACOs. They also have a robust facility/maintenance staff consisting of part-time employees and volunteers. Their ability to generate support from the community has been crucial to their success. Their operation would not be possible without volunteers and donations.

Comparing the Shrewsbury and Gardner Regions

		Calls				
		(Most	Animal Control			
	Population	recent	Budget (most recent	Per		
	(Census)	year)	year)	Capita	Equipment	Staff
					Van,	1 FTE* +
Shrewsbury	35,608	638	48,588	1.36	kennels	On call
					Van,	1 FTE + On
Westborough	18,272	335	35,378	1.94	kennels	call
Grafton	17,765	?	7,217	0.41		On-call
Current						2 FTE, 6
Region Total	71,645	973	91,183	1.27		On-Call
Gardner	20,228	682	108,483	5.36		
Ashburnham	6,160	123	33,850	5.50		
Hubbardston	4,382	133	18,513	4.22		
Westminster	7,277	175	39,800	5.47		
					Shelter, 3 equipped vehicles, 3	3 FTE ACOs**,
Region Total	38,047	1,113	200,646	5.27	cell phones	Shelter Volunteers

FTE* = Full Time Equivalent ACO** = Animal Control Officer

Consolidating Animal Control in the Shrewsbury Region

Phase I

Representatives from Grafton, Shrewsbury and Westborough analyzed data that had been collected from other regional programs (Appendix A). We then conducted and interview with Leona Pease, Shrewsbury ACO and the only full time ACO in this region (Appendix B). From that interview we determined that the Worcester Regional Rescue League could fulfill the sheltering needs for this region. Without the need for a facility, the communities were able to focus on providing the best possible Animal Control and Inspection Services.

Based on call volume, record keeping needs, inspection requirements, the size of the region, budgetary considerations, resident expectations from participating communities, and examples from around the region, the group established staffing and equipment needs outlined in our Financial Memo (Appendix C). The communities agreed to split the cost based on population with a host discount of 5% for Shrewsbury.

In examining the FY17 Budget, there seemed to be opportunities to make the Shrewsbury Animal Control Program more efficient by creating more centralized operations in the following ways:

- Centralized dispatch and reporting possible (all calls could be forwarded to Shrewsbury)
- Centralized staffing and scheduling
- The addition of an AACO would allow for time dedicated administrative tasks and inspections
- Efficiency savings in backup ACO time, some operating expenses

Once the group outlined their vision for the department, CMRPC drafted job descriptions for a full time ACO (Appendix D), a part time AACO (Appendix E), and an Inter-Municipal Agreement (Appendix F), and brought them back to the working group for finalization. The documents were approved by the working group and we were preparing to meet with each town's Board of Selectmen. However, when Westborough was able to hire their own ACO, their need for the

program evaporated. With the Town Manager of Shrewsbury, Dan Morgado, retiring, the project was tabled.

Phase II

West Boylston reached out to CMRPC when they lost their ACO in August 2017. At the next meeting of the Rutland Regional Animal Control group, we were able to facilitate a conversation that resulted in a Memorandum of Understanding (MOU) between the Rutland group and West Boylston (Appendix G). The MOU allows West Boylston to receive Animal Control Services from Rutland while they work out the details of the Shrewsbury program.

In meeting with stakeholders for this new, larger animal control program, we suspected that geography might be a concern for participants. After all, the area being covered is significantly expanded by the addition of two new towns. By measuring the distance between the host community and the centers of participating towns, we were able to show that this region's average travel time, 7 miles or 13 minutes, was on par with the average for other regional programs. We included this in the spreadsheet we used to compare populations, call volume, budgets, and staff (Appendix H) and created a map to show the data visually (Appendix I). This eased concerns about response time. The group plans to discuss staffing needs much in the same way they did in Phase I. They've also agreed to develop an Assessment formula that takes call volume into consideration so communities are paying for use of the service proportionally. Because West Boylston is leaning on Rutland for mutual aid, the group has agreed that a regional program should be implemented no later than July 1, 2018.

Conclusions

We found that Phase I, although initially unsuccessful, opened a valuable dialogue between the participating communities. Additionally, our knowledge of these Animal Control departments allowed us to connect West Boylston with the appropriate parties; first Rutland then Shrewsbury. When the timing was right, we had the groundwork in place to move quickly

and effectively to collect and provide interested stakeholders with the information they needed to make decisions. In Phase II, we were also careful to establish a timeline each participant was comfortable with so they would not have to make decisions that could jeopardize the regional effort.

Also, in order to entice communities to join the program when their need for the service was low, introducing a model that is proportional to use-of-service has proven to be more successful than assessments based purely on population.

Next Steps

In order to launch the new program, the new Animal Control Working Group will review previous analysis with the addition of Berlin and West Boylston, communicate with Animal Control Officer Pease to identify strengths and weaknesses of partnership arrangement and operations, reconfigure job descriptions for the Animal Control Officer (ACO) and Assistant Animal Control Officer (AACO), research and analyze the costs associated with a new regional program, and finally, draft a new Inter-Municipal Agreement (IMA) between the Towns of Berlin, Grafton Shrewsbury, Westborough, and West Boylston.

Scaling Animal Control

	Population	Calls	Animal Control Budget	Staff
Whitman	14,489			
Abington	15,985			
Hanson	10,209			
Region Total	40,683	2,039	خ	2 PT
Rutland	8,800			
Barre	5,398			
Princeton	3,413			
Region Total	17,611	482	\$ 42,077.00	1 FTE + Fill in
Millbury	13,261	÷	\$ 33,000.00	PT Asst
Northbridge	15,707	755	\$ 42,014.00	
Sutton	8,963	254	\$ 21,773.00	
Region Total	37,931	1,009	\$ 96,787.00	1 FTE + PT Asst
Palmer	12,140		\$ 24,280.00	
Monson	8,560		\$ 17,120.00	
Ware	9,872		\$ 9,872.00	
Warren	5,135		\$ 5,135.00	
Region Total	35,707	2,000	\$ 56,407.00	1 FTE + Fill in Asst
Shrewsbury	32,608	829	\$ 48,588.00	1 FTE + Fill in
Westborough	18,272	335	\$ 70,926.00	1 FTE + contracted asst
Grafton	17,765	÷	\$ 7,217.00	1 On-call
Current Region Total	71,645	973	\$ 126,731.00	2 FTE, 2 On-Call, 1 contracted asst

Interview with Leona Pease, Shrewsbury ACO

- 1. What is your system for creating and maintaining records of complaints, bites, etc.?
- 1. She keeps a notebook. She says her biggest weakness is paperwork. She doesn't fill out many reports and really only does a lot of admin when there is a court case.
- 2. What is the process for getting an animal to the Worcester Animal Rescue League?
- 2. <u>She'll pick them up and hold them until 3pm; then she drives them to WARL, fills out the</u> necessary paperwork and drops them off.
 - a. How long can you hold a dog if you need to?
 - a. They have 3 cages in the PD that they can use overnight not sure if they comply with isolation room regulations
 - b. Are there ever capacity issues at WARL?
 - b. Never had capacity issues at WARL
 - c. How much is their kenneling fee?
 - c. WARL will charge the town \$35 a night for kenneling
 - d. How long will they hold the animal?
 - d. The town pays for 7 days and then relinquishes the dog to WARL; WARL will then try to put them up for adoption OR have them euthanized (costs town \$90)
 - e. How does an owner retrieve their animal from the WARL?
 - e. If the dog's owner can pick them up, they bring the dog's current license and WARL will charge them \$25 a night
 - f. Where are the fines paid?
 - f. Fines are paid to Westborough District Court these are mostly fines for loose dogs, unlicensed dogs or dogs without current rabies shots
- 3. Where do you spend most of your time?
- 3. She spends most of her time responding to calls and patrolling.
 - a. Inspections
 - a. She doesn't yet do kennel inspections but she does barn inspections (3-4 in Shrewsbury)
 - b. Calls
 - b. 109 Calls in September many can be dealt with over the phone while some require her to go out immediately
 - c. Office work (Registrations, Reports, Permits)
 - c. Not much time is spent doing administrative tasks

- 4. Do you do any patrolling?
- 4. She does patrol for things like loose dogs, chicken coops that she will discover and then inspect, or feral cats (As a cat trapper, she has managed to eliminate the feral cat problem in Shrewsbury- one of the first towns in the state to do so)
- 5. How often are you called to testify in court?
- 5. She is called to testify in court 4 times a year at most
- 6. What is your process for euthanizing an animal?
- 6. WARL euthanizes at a cost of about \$90
- 7. Do you pick up dead animals/roadkill and how do you dispose of them?
- 7. She does not generally pick up dead animals but will give instruction on how to do it properly
- 8. What sort of animal issues will the Board of Health typically get involved with (rabid animals, beavers?)
- 8. The BOH doesn't get involved in many animal related issues; in fact Leona mails out the required rabies specimens every year
- 9. You report to the Police Department, do they ever assist you on a call?
- 9. The PD of the respective town will assist on a call
- 10. What kind of shape is your Animal Control Vehicle in?
- 10. The van has 81,000 miles and is in good shape. It is loaded with 2 cages and the necessary equipment
- 11. What kind of staff would you recommend if Shrewsbury, Grafton and Westborough decided to regionalize animal control?
- 11. With a regional program, she would like to see 8am-8pm coverage. This would likely require a either 2 full time ACOs or a full time and 2 part time ACOs
- 12. Can you foresee any challenges with a move towards regionalized Animal Control?
- 12. The only challenge she can foresee is that driving time would be increased it may take 15-20 minutes to respond to a call in a different town

She is licensed to carry and keeps a gun at the office in case she deems any wildlife to be sick. She uses bird shot to ensure there is no ricochet

She's enthusiastic about regionalization and it sounds like the towns are too. She is currently covering for Westborough and has had a conversation with the Grafton Police Chief in which he was hoping she could take over Animal Control there as well

Regional Animal Control Financial Memo

Job Title	Total Planned Regular Hours per week	Possible Time Slots	Plus 3 floating hours for call-ins	Total hours
Animal Control Officer (ACO	34.5	9:30am-4:30pm 5 days per week	8	37.5
Assistant Animal Control Officer (AACO)	16	4:30pm-7pm 5 days per week	8	19

Personnel costs	Hourly rate	Hours per Week		Weekly	Yearly
ACO	\$ 24.00	37.5	↔	\$ 00.006	46,800
AACO	\$ 17.00	19	-\$^		
Benefits Estimate (20% of salaries)				100	
Non- personnel					
Shrewsbury Admin and overhead	· · · · · · · · · · · · · · · · · · ·			v	3,000
Van 1				. •0	2006
Van 2 estimate				. •	25,000
Gas and vehicle maintenance				. •	
Facility Improvements		Medicy Children House Congression		+ ·•	
Training/accreditation				. ·S	
Existing equipment	ある。日本のでは、 一年のでは、 一年の大学に 大学の 大学の 大学の 大学の 大学の 大学の 大学の 大学の			. 5	
New Equipment				. •	500
Insurance	Shrewsbury's General Policy			. \$	
Animal care and feeding	Donated				1
Rabies specimen testing	per unit to each town		THE WAY		
Kenneling fees	per unit to each town				
		THE RESERVE THE PROPERTY OF THE PARTY OF THE	STREET, ST.	STATE OF THE PERSON NAMED IN	
Total Program Cost				·S	112,315

Westborough)	27.50% 27.50%	30,886.68 \$ 30,886.68
Grafton			\$ 30,8
Shrewsbury (Host discount 5%)		45%	\$ 50,541.84
	Percentage scaled	roughly population	Cost Share

Towns of Grafton, Shrewsbury, and Westborough Job Description Animal Control Officer (ACO)

Statement of Duties:

Employee is responsible for enforcement of State and local laws and regulations related to Animal Control for the Towns of Shrewsbury, Westborough, and Grafton; oversees the care and control of domestic animals. Employee is required to perform all similar or related duties. Employee will keep the respective Town Manager and Police Chief informed of any issues that are important to the respective town.

The main base of operations shall be in the Town of Shrewsbury and the Animal Control Officer shall travel to Westborough and Grafton as needed based on the priority of the call. All normal record keeping of calls and activities shall be documented as to their respective towns on a monthly basis and provided to the respective Town Manager. Critical issues shall be discussed with the appropriate authority as quickly as possible.

The Animal Control Officer shall supervise and direct the Assistant Animal Control Officer and any other employee that may be assigned to perform work as described in the detail below. It is expected that any vacation or time off would be coordinated between the Animal Control Officer and the Assistant Animal Control Officer in order to insure appropriate coverage for all three towns at all times. The Animal Control Officer shall serve as the person that is on primary call and the Assistant Animal Control Officer shall provide backup and take calls when directed by the Animal Control Officer. Each will be responsible to complete all duties when one is on vacation or unavailable for any reason.

Essential Functions:

The essential functions or duties listed below are intended only as illustrative of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Essential Functions may be different among the various towns. The Animal Control Officer shall work with each of the towns to insure that required work is completed. While the Animal Control Officer should work under the general supervision on the town's respective Police Chiefs, any issues with the regional agreement shall be brought forward to the Shrewsbury Town Manager and he or she shall consult with the Town Manager of Westborough and Town Administrator of Grafton to resolve the issue.

1. The Animal Control Officer shall:

- Respond to any call from the towns of Shrewsbury, Westborough, and Grafton.
- Attempt to catch any stray dogs and return them to their owners (if known) or impound until the owner claims the dog.
- Issue appropriate citations and fines for violations of state and local laws or regulations related to the care and control of animals.

- Prepare and file complaints with the District Court for unpaid citations.
- The Assistant Animal Control Officer will fill out yearly intake report and provide it to the respective Town Clerk to be included in the Towns' Annual Report.
- 2. Maintains all aspects of the Shrewsbury holding cages. Provides information to the Shrewsbury Town Manager for any needed Capital Improvements. Keeps the facility clean and orderly. Insures that all animals under the Animal Control Officers care are properly taken care of and that all needed supplies are on hand. All issues involving the Worcester Animal Rescue League shall be brought forward to the Town Manager of the Town of Shrewsbury. When dropping off a dog at the Worcester Animal Rescue League, the Animal Control Officer works with the Assistant Animal Control Officer to complete all record keeping. At a minimum the report should indicate where the animal was picked up; the time of day it was picked up; a description of the animal (gender, species, breed, color and other remarkable characteristics).
- 3. Supervises the Assistant Animal Control Officer, ensuring that on-call services are available at all times. When called in, an ACO should claim three hours of work time. Insures that anytime they are unavailable to work that all towns have proper coverage in place in order to carry on the duties of the position.
- 4. Utilizes Town Vehicle solely for work activities.
- 5. Investigates complaints from the public regarding dog bite incidents and dangerous or aggressive dogs, loose dogs, cruelty or neglect of animals, nuisance or barking dogs; responds to each complaint according to the merit of the situation.
- 6. Responds to injured domestic animal reports, transporting the animal to the appropriate veterinary facility when ownership of animal is unknown, and identifies and locates the owner of the injured animal when possible.
- 7. Is licensed to carry a gun for the disposal of wildlife when he or she deems it necessary.
- 8. Responds to reports of domestic animals in distress/trapped in unusual places and rescues the animal, returning the animal to the owner or transporting the animal for further care.
- 9. Assists other agencies (Police, Fire and Rescue) in rescuing, removing, controlling animals involved in emergency situations such as human medical emergencies, fires, accidents, and warrant searches. If issued, a police radio will be utilized only as needed.
- 10. Prepares and presents dangerous or nuisance dog hearings for the respective Board of Selectmen, recommending solutions and sanctions for violations. Monitors and enforces the Selectmen's orders.
- 11. Works with the Town Clerk to enforce the state and local dog licensing laws, contacting unlicensed dog owners and issuing fines when appropriate.

- 12. Educates the public on responsible pet ownership and the laws regarding animals in all towns; educates children and parents about animal safety.
- 13. Works with the Assistant Animal Control Officer to maintain and update records, database, and files of information for the department.
- 14. Shall ensure that all kennels and barns in Town are inspected annually and that Inspection Reports are completed. The Animal Control Officer or Assistant Animal Control Officer will work with the respective Town Clerk to complete this activity.
- 15. The Animal Control Officer shall be responsible for picking up and disposing of any small animal that is killed on the road of any of the towns covered by this agreement. The cost of the disposal will be paid for by the town from which the animal is located. If the animal is large, the Animal Control Officer shall request the services of the appropriate department in the respective town to help remove the animal.
- 16. Shall refer complaints about wildlife to the appropriate authority.
- 17. Shall stay up to date on state and local regulations that affect Animal Control.

Recommended Minimum Qualifications

Education and Experience:

Position requires a high school diploma or equivalent and one to three (1-3) years of prior work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements

Employee must obtain ACO certification, certification and training for disaster response, and attend the free Animal Control Core Competencies training was provided by the Massachusetts Department of Agricultural Resources; Valid Class D driver's license.

Knowledge, Abilities and Skill

Knowledge: Working knowledge of State and local laws and by-laws pertaining to animal control, animal husbandry practices and procedures, animal first aid, geographical layout of the towns.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, create accurate and detailed reports of findings, deal with irate customers, and maintain confidential information.

Skills: Care and control of animals, making observations and recording information, basic computer skills, familiar with Microsoft Office, able to operate a smart phone.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills

Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. The employee is frequently required to lift, push or pull heavy objects when attempting to restrain or capture animals. There may be a need for the employee to stretch and reach to retrieve materials or to restrain or capture animals. The work assignments may require extended physical effort over a significant portion of the work day.

Motor Skills

Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a light truck and specialized hand tools.

Visual Skills

Position requires the employee to routinely read documents and reports for understanding as well as to determine colors.

Towns of Grafton, Shrewsbury, and Westborough Job Description Assistant Animal Control Officer (AACO)

Statement of Duties:

Employee is responsible for enforcement of State and local laws and regulations related to Animal Control for the Towns of Shrewsbury, Westborough, and Grafton; ensures the care and control of domestic animals. Employee is required to perform all similar or related duties.

The main base of operations shall be in the Town of Shrewsbury and the Assistant Animal Control Officer (AACO) shall travel to Westborough and Grafton as needed based on the priority of the call. All normal record keeping of calls and activities shall be documented as to their respective towns on a monthly basis and provided to the respective Town Manager. Critical issues shall be discussed with the appropriate authority as quickly as possible.

The Assistant Animal Control Officer shall work under the supervision of the Animal Control Officer (ACO). It is expected that any vacation or time off would be coordinated between the Assistant Animal Control Officer and the Animal Control Officer in order to insure on-call coverage for all three towns at all times. The Animal Control Officer shall serve as the person that is on primary call and the Assistant Animal Control Officer shall provide backup and take calls when directed by the Animal Control Officer. Each will be responsible to complete all duties when one is on vacation or unavailable for any reason.

Essential Functions:

The essential functions or duties listed below are intended only as illustrative of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Essential Functions may be different among the various towns.

- 1. The Assistant Animal Control Officer shall:
 - Respond to any call from the Towns of Shrewsbury, Westborough, and Grafton.
 - Attempt to catch any stray dogs and return them to their owners (if known) or impound until the owner claims the dog;
 - Issue appropriate citations and fines for violations of state and local laws or regulations related to the care and control of animals.
 - Prepare and file complaints with the District Court for unpaid citations. The Assistant Animal Control Officer will fill out yearly intake report and provide it to the respective Town Clerk to be included in the Towns' Annual Report.
- 2. Works with the Animal Control Officer to maintain all aspects of the Shrewsbury holding cages. Keeps the facility clean and orderly. Ensures that animals are properly taken care of and that all needed supplies are on hand. When dropping off a dog at the Worcester Animal Rescue League, the Assistant Animal Control Officer is responsible for all record keeping. At a minimum the report should indicate where the animal was picked up; the

- time of day it was picked up; a description of the animal (gender, species, breed, color and other remarkable characteristics)
- 3. Works with the ACO to ensure all towns have proper coverage in place in order to respond to emergency calls. When called in, an AACO should claim three hours of work time.
- 4. Utilizes Town Vehicle solely for work activities.
- 5. Investigates complaints from the public regarding dog bite incidents and dangerous or aggressive dogs, loose dogs, cruelty or neglect of animals, nuisance or barking dogs; responds to each complaint according to the merit of the situation.
- 6. Responds to injured domestic animal reports, transporting the animal to the appropriate veterinary facility when ownership of animal is unknown, and identifies and locates the owner of the injured animal when possible.
- 7. Is licensed to carry a gun for the disposal of wildlife when he or she deems it necessary.
- 8. Responds to reports of domestic animals in distress/trapped in unusual places and rescues the animal, returning the animal to the owner or transporting the animal for further care.
- 9. Assists other agencies (Police, Fire and Rescue) in rescuing, removing, controlling animals involved in emergency situations such as human medical emergencies, fires, accidents, and warrant searches. If issued, a police radio will be utilized only as needed.
- 10. Prepares and presents dangerous or nuisance dog hearings for the respective Board of Selectmen, recommending solutions and sanctions for violations. Monitors and enforces the Selectmen's orders.
- 11. Works with the Town Clerk to enforce the state and local dog licensing laws, contacting unlicensed dog owners and issuing fines when appropriate.
- 12. Educates the public on responsible pet ownership and the laws regarding animals in all towns; educates children and parents about animal safety.
- 13. Maintains and updates records, database, and files of information for the department.
- 14. Inspects annually all kennels and barns in Town are and completes Inspection Reports. The Assistant Animal Control Officer will work with the respective Town Clerk to complete this activity.
- 15. The Assistant Animal Control Officer and Animal Control Officer shall be responsible for picking up and disposing of any small animal that is killed on the road of any of the towns covered by this agreement. The cost of the disposal will be paid for by the town

from which the animal is located. If the animal is large, the Officer shall request the services of the appropriate department in the respective town to help remove the animal.

- 16. Shall refer complaints about wildlife to the appropriate authority.
- 17. Shall stay up to date on state and local regulations that affect Animal Control.

Recommended Minimum Qualifications

Education and Experience:

Position requires a high school diploma or equivalent and one to three (1-3) years of prior work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements

Employee must obtain ACO certification, certification and training for disaster response, and attend the free Animal Control Core Competencies training was provided by the Massachusetts Department of Agricultural Resources; Valid Class D driver's license.

Knowledge, Abilities and Skill

Knowledge: Working knowledge of State and local laws and by-laws pertaining to animal control, animal husbandry practices and procedures, animal first aid, geographical layout of the towns.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, create accurate and detailed reports of findings, deal with irate customers, and maintain confidential information.

Skills: Care and control of animals, making observations and recording information, basic computer skills, familiar with Microsoft Office, able to operate a smart phone.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills

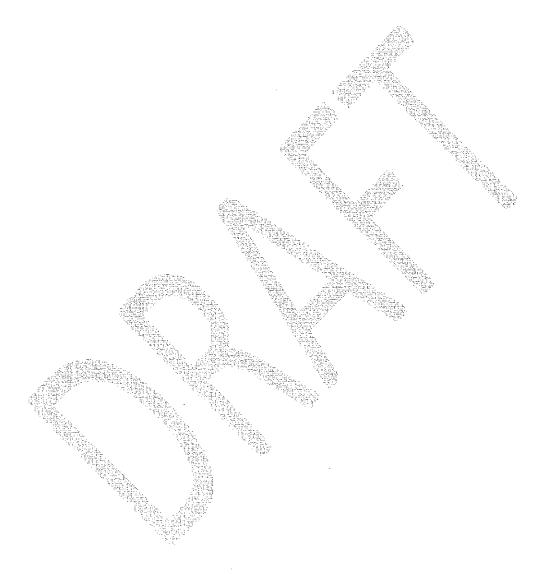
Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. The employee is frequently required to lift, push or pull heavy objects when attempting to restrain or capture animals. There may be a need for the employee to stretch and reach to retrieve materials or to restrain or capture animals. The work assignments may require extended physical effort over a significant portion of the work day.

Motor Skills

Position requires minimal motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a light truck and specialized hand tools.

Visual Skills

Position requires the employee to routinely read documents and reports for understanding as well as to determine colors.



TOWN OF SHREWSBURY, WESTBOROUGH, AND GRAFTON INTERMUNICIPAL CONTRACT AGREEMENT FOR ANIMAL CONTROL SERVICES

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A by and between the Towns of Shrewsbury, Westborough, and Grafton:

WITNESSETH

- WHEREAS, Shrewsbury, Westborough, and Grafton have determined that they share a need for animal control services; and
- WHEREAS, Shrewsbury, Westborough, and Grafton have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and
- WHEREAS, Shrewsbury, Westborough, and Grafton desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to animal control services, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources, facilities, and operating costs.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

I. PURPOSE AND TERM

- a. The Shrewsbury Town Manager, Westborough Town Manager and Grafton Town Administrator will be the town's respective representatives to oversee the cooperative agreement. The approval of each town's Board of Selectmen will be required to amend this agreement.
- b. Shrewsbury, Westborough and Grafton, acting through their respective representatives, shall have authority on a joint basis to appoint and discharge employees of the shared Animal Control Department.
- c. Agreement dates shall be July 1st through June 30th of each fiscal year. (Contract year) The initial contract year should be _____, 2016 through June 30, 2017.
- d. This Agreement shall automatically renew annually every July 1st, unless notification is given by any town as provided below and **subject to funding by town meeting vote**.

II. BASIS FOR CHARGES AND BILLING

- a. All charges shall be billed by Shrewsbury each contract year and will be based upon each town's population percentage as certified by each town's respective town clerk census figure from the previous fiscal year. This annual appropriation shall be sufficient to pay all fees, supplies, insurances, wages, and health insurance, general maintenance, animal food, office expenses, vehicle expenses, uniforms, workers compensation, and equipment necessary for animal control services.
- b. Fees for kenneling and euthanasia are determined by the Worcester Animal Rescue League. The town in which a dog is found shall be responsible for its fees.
- c. All fines and licensing fees collected shall remain with the member Towns.
- d. Payments from each town to the Town of Shrewsbury shall be made as follows:

a. First half billed in July and due on or before August 30th.

b. Second half billed in January and due on or before February 28th.

III. SERVICES PROVIDED BY SHREWSBURY

- a. The Animal Control Department will provide animal control services to member towns 24 hours per day, 7 days per week. The Department shall provide transportation to the Worcester Animal Rescue League for animals in the Towns of Shrewsbury, Westborough and Grafton.
- b. The shared Animal Control Officer (ACO) and Assistant Animal Control Officer (AACO) shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of the Town in which animal control services are being provided. The shared Animal Control Officer and the Assistant Animal Control Officers will be employees of the Town of Shrewsbury for purposes of this Agreement.
- c. The duties of the Animal Control Officer and the Assistant Animal Control Officers shall include those listed in the job description for Animal Control Officer and Assistant Animal Control Officer respectively. In the event of a vacancy, one representative designated by the appointing body from the member towns shall be invited to participate in the hiring panel for the replacement Animal Control Officer or Assistant Animal Control Officer.
- d. Review of the animal control operational procedures shall be performed by the Shrewsbury Police Chief or their designee, and shall take place semi-annually or at any other time as requested by any other Town representative. The proposed budget for the upcoming fiscal year shall be reviewed and presented to each Town's Board of Selectmen as needed for fiscal planning. Budget meetings shall be held with each town's Board of Selectman's designee for budget formulation, prior to the budget being submitted to each town. The budget shall be approved by a majority of the member towns at Town Meeting to be in effect for the new fiscal year.

- e. Any grant funding or donations that are received shall be used for their intended purpose and if otherwise available, shall be used to reduce each town's contracted costs, and if appropriate, be applied to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
- f. Any funding left unspent from the previous fiscal year shall be applied as credit towards the next fiscal year's bill. Also, if there are any unforeseen overages during the fiscal year, those overages shall be proportioned amongst the member towns. Quarterly expense reports will be provided to all member towns.

IV. REQUIREMENTS OF TOWNS

- a. Shrewsbury shall provide and maintain any necessary and related equipment to assist with the operation of the Animal Control Services. This shall include equipment for necessary office work completed by the Animal Control Officers. All charges and maintenance costs for the above must be approved by a majority vote of the Towns at a Town Meeting and become part of the shared cost under Article II.
- b. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- c. All the privileges and immunities from liability and exemptions from laws, by-laws and regulations that animal control officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
- d. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to Animal Control Services provided pursuant to this Agreement, the town receiving services shall be liable for and shall indemnify, defend, and hold the town rendering services harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, including those arising from the handling and care of any animals from the town receive services.
- e. The parties agree that calls of an emergency nature shall take precedence over nonemergency requests.
- f. The Animal Control Officer and Assistant Animal Control Officer shall maintain records reflecting all calls received from all towns and the disposition/resolution of those calls. The Animal Control Officer and Assistant Animal Control Officer shall provide to all parties a quarterly report to include calls to each town during the quarter and an end of the quarter update on the budget.
- g. All parties shall maintain records of any costs incurred and reimbursements and contributions made relative to the dispatching of animal control services provided

- herein. Shrewsbury shall also annually provide a financial statement to the other parties relative to the providing of animal control services, as required under G.L c. 40, §4A.
- h. Any Audits required by G.L c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- i. All records referenced above shall be available for inspection by all parties upon reasonable notice.
- j. Each town shall be responsible for payment of legal services relating to enforcement actions taken by that town.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. Amendments to this Agreement may be made after review of any requested amendment is made in accordance with Article III, C above.
- b. Any Town may, by vote of its Board of Selectmen, terminate its participation under this Agreement upon the provision that written notice thereof is provided to all other Towns at least ninety (90) days prior to the end of any fiscal year. Termination shall be effective at the end of the fiscal year in which notice is given.
- c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- d. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

VI. NOTICES

All official notices are to be sent as follows:

Town of Shrewsbury – Board of Selectmen
Town of Shrewsbury
100 Maple Avenue
Shrewsbury, MA 01545

Town of Westborough – Board of Selectmen

Town of Westborough

34 West Main St.

Westborough, MA 01581

Town of Grafton –

Board of Selectmen Town of Grafton 30 Providence Road Grafton, MA 01519

Whereas the Town of Shrewsbury, Westborough and Grafton desire to enter into this Agreement for the efficient operation of Regional Animal Control Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of SHREWSBURY	TOWN of WESTBOROUGH
Board of Selectmen	Board of Selectmen
Chairperson	Chairperson
	Nestera distribution of the second of the se
Date	Date
TOWN of GRAFTON	
Board of Selectmen	
Chairperson	
The Control of the Co	
Date	

MUTUAL AID AGREEMENT

Agreement made as of the <u>8'th</u> day of August 2017, by and among those municipalities that are signatories to this agreement.

WHEREAS, the parties to this agreement recognize that in certain situations the ability of animal control officers to exercise powers outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the lives, safety and property of the public; and

WHEREAS, chapter 40, section 8G of the Massachusetts General Laws authorizes cities and towns which have accepted its provisions to enter into law enforcement mutual aid agreements; and

WHEREAS, each of the parties to this agreement has duly accepted the provisions of M.G.L. c. 40, § 8G, and desires to enter into an agreement which sets forth mutually agreeable terms and conditions for the furnishing of animal control enforcement mutual aid and for the exercise of authority by animal control officers of each municipal party within the territorial limits of each other municipal party.

NOW, THEREFORE, the parties to this agreement agree as follows:

SECTION 1 - DEFINITIONS

"Commanding Officer" means the Chief of Police or, in the absence of the Chief of Police, the police officer designated as having command responsibility.

"Equipment" or means any tangible personal property used by animal control officers pursuant to this agreement including, but not limited to, motor vehicles, radios, uniforms and accessories, weapons and ammunition, binoculars, cameras, gasoline and batteries.

"Municipality" means a city or town (or, where appropriate, other entity such as university or out of state community, for example) which is a party to this agreement.

"Mutual Aid" means the provision of animal control officers and equipment by one Municipality to another pursuant to this agreement, on a temporary basis.

"Animal Control Officer" means any person appointed as a member of a Municipality and authorized to exercise powers for the investigation and enforcement of state laws and Town By-Laws pertaining to animal control.

"Requester" or "Requesting Municipality" means the party which requests animal control officers or ACO equipment from another party pursuant to this agreement.

"Responder" or "Responding Municipality" means the party which provides animal control officers or equipment to another party pursuant to this agreement.

"Transporting Animal Control Officer(s)" means one or more animal control officers engaged in transporting an animal under their care, custody or control, including but not limited to, injured animals.

SECTION 2 - SCOPE OF COVERAGE

- 2.1 A Requesting Municipality may invoke the provisions of this agreement whenever it determines, in its sole discretion, that it temporarily needs additional animal control officers or equipment from another Municipality. This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nor does it supersede any other law.
- 2.2 The provisions of this agreement shall not be construed as imposing an obligation on any Municipality to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be determined solely by the Municipality furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Responding Municipality.

SECTION 3 - AUTHORITY OF OFFICERS

- 3.1 The powers, rights, privileges and immunities of any Animal Control Officer employed by a party to this agreement shall extend within the territorial limits of each other party to this agreement while such officer is providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.1 of this agreement, including while traveling directly to and from the requesting Municipality.
- 3.2 When providing Mutual Aid, or engaging in authorized actions pursuant to Section 2.1 of this agreement, an animal control Officer shall not be considered for any purpose to be an employee of the Requesting Municipality.

 All employment rights, compensation and benefits shall be the responsibility of

the Municipality by which the animal control officer is regularly employed, subject, however, to the reimbursement provisions of Section 5 of this agreement.

SECTION 4 - COMMAND AND CONTROL

- 4.1 Upon entering the jurisdiction of a Requesting Municipality in response to a request for assistance, animal control officers of a Responding Municipality shall report immediately to the Commanding Officer of the Requesting Municipality, and shall be under the direction and control of said Commanding Officer.
- 4.2 The Commanding Officer of the Responding Municipality may recall the animal control officers and equipment of his/her department at his/her sole discretion.
- 4.3 Nothing in this Section shall prohibit or restrict the authority of superior officers from a Responding Municipality to command subordinate animal control officers of the Responding Municipality while they are in the jurisdiction of the Requesting Municipality.

SECTION 5 - COST AND EXPENSES

5.1 Each Responding Municipality shall assume and be responsible for paying (i) all its own personnel costs, including but not limited to, the salaries, overtime premiums, and disability benefits payable to its own animal control officers, and (ii) all its own equipment costs, including but not limited to, damage to or loss of equipment, and use of fuel, ammunition and other expendable supplies.

5.2 Notwithstanding the foregoing, however, the Requesting Municipality shall reimburse the Responding Municipality for such payments to the extent there is either insurance coverage available to do so or any Federal or State emergency funds (e.g., in the event of a natural disaster) available to do so.

SECTION 6 - INDEMNIFICATION AND INSURANCE

- 6.1 The Requesting Municipality agrees to indemnify, defend and hold harmless the Responding Municipality from and against all liability, claims and damages for any civil rights violations, personal injuries, including death, and property damage caused by or arising out of any intentional or negligent misconduct by ACO's or employees of the Requesting Municipality, or by officers of the Responding Municipality while acting in good faith compliance with the orders or directives of a superior officer of the Requesting Municipality.
- 6.2 Unless a municipality is "self-insured," each Municipality shall maintain a liability insurance policy, with coverage limits of at least \$1,000,000.00 for personal injury, including death, and \$500,000.00 for property damage, covering the actions of itself and its animal control officers while receiving or rendering Mutual Aid.

SECTION 7 - CERTIFICATIONS

7.1 Each Municipality certifies to the others (i) that it has duly accepted the provisions of chapter 40, § 8G of the Massachusetts General Laws, (ii) that it is duly authorized to execute this agreement and (iii) that its Police Officers have complied with training mandates of chapter 41, § 96B of the Massachusetts General Laws. (To the extent that any of these provisions do not apply, such as with a self-insured or out of state entity, a party will supply a written explanation to the other parties.)

SECTION 8 - TERMINATION

8.1 Any Municipality may withdraw from this agreement at any time upon thirty (30) days' prior written notice to all other parties. Notice should be given to the undersigned position, Town Administrator/ Selectmen, with a copy to the Police Chief, of a Municipality. This agreement, however, shall continue to be in effect among the remaining Municipalities.

Executed as a sealed instrument as of the day and year first above written.

Town of:	RUTLAND	Town of: West Boylston
		,,4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Scaling Animal Control

		Calls	Animal Control	ıtrol			Miles from town	
	Population (Census)	(Most recent YR)	Budget (most recent YR)	-81	Per Capita	Equipment	center to Shrewsbury PD	Staff
Shrewsbury	35,608	889	\$ 48,58	48,588.00 \$	\$ 1.36	Van, kennels	0.7 (4 Min.)	1 FTE + On call
Westborough	18,272	335	\$ 35,37	35,378.00 \$	\$ 1.94		7.5 (14 Min.)	1 FTE + On call
Grafton	17,765	Ł	\$ 7,21	7,217.00 \$	\$ 0.41		7.1 (14 Min.)	On-call
Berlin	2,866	134	\$ 5,30	5,300.00 \$	\$ 1.85		10.7 (17 Min.)	On call
Boylston	4,355	40	3,90	3,900.00 \$	\$ 0.90		8.4 (15 Min.)	On call
West Boylston	7,669	173	\$ 16,95	16,950.00	\$ 2.21	Mazda, kennels	7.6 (15 Min.)	On call, mutual aid
		· · · · · · · · · · · · · · · · · · ·					Avg: 7 Miles	
Current Region Total	86,535	1,320	\$ 117,333.00	_	\$ 1.36		13 Minutes	2 FTE, 6 On-Call
			COMPARABLE PROGRAMS	3ABLE	PROGR	AMS		
Rutland	8,850		\$	21,460.00	\$ 2.42		1 (2 Min.)	
Barre	5,398	181	\$÷	12,034.00	\$ 2.23		11.6 (18 Min.)	
Princeton	3,413	89	ئ	8,583.00	\$ 2.51		7.8 (14 Min.)	
New Braintree	666	50	\$	2,703.42	\$ 2.71		12.7 (21 Min.)	
							Avg: 8.28 Miles,	
Region Total	17,661	532	\$	44,780.42	\$ 2.54		14 Minutes	1 FTE + Fill in
Gardner	20,228		\$ 108,483.00		\$ 5.36		1.7 (6 Min.)	
Ashburnham	6,160	123	↔	33,850.00	\$ 5.50		8.5 (20 Min.)	
Hubbardston	4,382		ب	18,513.00	\$ 4.22		7.7 (13 Min.)	
Westminster	7,277	175	\$	39,800.00	\$ 5.47		6 (14 Min.)	
Region Total	38,047	1,113	200	200,646	\$ 5.27		Avg: 5.98 Miles, 13 Minutes	3 FT, Shelter Volunteers
Palmer	12,140			24,280.00	\$ 2.00		2.6 (6 Min.)	
Monson	8,560		\$ 17,12	-	\$ 2.00		6.8 (13 Min.)	
Ware	9,872		\$ 9,87	9,872.00	\$ 1.00		8.8 (16 Min.)	
Warren	5,135			5,135.00	\$ 1.00		9.8 (17 Min.)	
Region Total	35,707	2,000	\$	56,407.00	\$ 1.58		Avg: 7 Miles 13 Minutes	1 FTE + Fill in Asst

