

# Animal Cross-Border Control Shelter Service

## Shared Service Analysis & Implementation Plan

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District Local Technical Assistance  
2015



Prepared and Presented by,



# Acknowledgments

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# Table of Contents

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• Introduction	4
• Methodology	5
• Summary of Current Operations	6
○ Duties Responsibilities of Animal Control Officer (Primary Functions)	6
○ Animal Control Service Operating Structure	7
• Vision and Priorities	8
• Site Analysis	9
• Regional Animal Control Best Practices	16
○ Rutland Regional Animal Control	16
○ Thomas J. O'Connor Animal Control Shelter	18
○ Franklin County Regional Animal Control and Adoption Center	20
• Cross-Jurisdictional Sharing of Services	24
○ Governance, Operation and Equity	24
• Findings & Recommendations	26
○ Recommended Governance Model	27
○ Cost Structure for Regional Model	27
○ Potential Future Site	29
○ Potential Funding and Other Sources	30
• Summary	33
• Source of Information	35
• Appendix A	37
• Appendix B	51
• Appendix C	53

# Introduction

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The present economic climate and the growing needs of the region are drastically shifting the fiscal landscape of cities and towns in Western and Central Massachusetts. Municipal budgets are increasingly tight and local leaders have statutory responsibilities that require them to perform specific municipal functions. It is for these reasons that communities are being forced to investigate new ways to do business to meet their legal responsibilities with less and still deliver the level of service that taxpayers demand. Concerning this study specifically, increased requirements in State regulation of animal shelter facilities and recent inspections have found small local shelters to be substandard. Recognizing the limitations of the Town's, the Town's of Palmer, Monson, Ware, Hardwick, Warren and Wales have asked their designated Metropolitan Planning agency to conduct an analysis that will determine whether the municipalities' Animal Control Officer services could be enhanced by a cooperative effort by establishing a regional animal control shelter and determining its feasibility.



This project was coordinated in partnership with the Pioneer Valley Planning Commission (PVPC) and the Central Massachusetts Regional Planning Commission (CMRPC). Massachusetts District Local Technical Assistance (DLTA) funds to the PVPC and to the CMRPC were issued to complete a strategic planning process and the project was overseen by the Animal Cross-Border Control Task Force that was assembled and made up of local leaders, personnel, and community allies. The end result includes an identified business model/operating structure for a regional animal control shelter service and recommended next steps as a collaborative front.

## **The objective of the study was to perform the following:**

- Convene a Task Force to provide direction and oversee the project;
  - Conduct a full inventory and assessment of the current animal control operating structure;
  - Compare duties/responsibilities and goals of each town and identify potential areas of overlap;
  - Determine animal sheltering needs in light of State regulations and review local animal control bylaws;
  - Provide information about best practices of other model regional services from comparable communities;
  - Conduct a site analysis for potential future compliant regional animal shelter;
  - Identify a business model for operation and include financial feasibility;
  - Identify funding sources.
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# Methodology

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Interviews with key personnel from the participating municipalities and with personnel from the MA Energy and Environmental Affairs, Division of Animal Health were conducted.

Other regional animal control programs were reviewed and key personnel were invited to present their modeled program to members at taskforce meetings:

- Thomas J. O'Connor Animal Control Shelter - Pamela Peebles, Executive Director
- Rutland Regional Animal Control Officer - Laura Pease, Animal Control Officer

Findings and strategy recommendations in this report are based on interviews with local and state personnel, group discussions at task force meetings, reports provided by the animal control officer and other local personnel including call volume, and an overall review of animal control duties and responsibilities. A thorough review was conducted to understand internal and external animal control concerns which helped with identifying specific goals and a vision that the taskforce can strive to work toward for a successful regional animal control program.

Lastly, an extensive shared service analysis of comparable regional animal control programs was conducted. This portion of the analysis assisted in establishing a program baseline that helped identify program pros and cons and determining lessons learned. This helped task force members identify their own animal control needs and how to structure a program that will effectively meet their towns' animal control needs on a regional basis.



# Summary of Animal Control Operations

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## Animal Control Officer Duties and Responsibilities

The Animal Control Officer (ACO) works to maintain public health standards by making communities safe for both people and animals. The ACO is hired by the local government and often responds to calls from citizens about stray animals, suspected animal cruelty, or deceased animals. Sometimes, the ACO has to capture or rescue animals, but other times the ACO administers warnings or citations to citizens suspected of animal cruelty and mistreatment.

The primary function of an ACO is to enforce the local by-laws and the Massachusetts General Laws highlighted in M.G.L. c. 129, §§2, 37, and G.L. c. 140, § 139A, as they relate to animal issues. This includes:

- Enforce Local and State animal regulations including, but not limited to, cruelty to animals, dangerous/vicious animals, and animal bites, including dogs, cats, livestock and fowl;
- Patrol assigned areas, contain and pick-up stray, sick/injured, feral, and/or unwanted and captured domestic animals, transporting them to appropriate destination;
- Perform emergency animal rescue service, emergency night call service, and animal first aid when required;
- Serve and respond to court and Animal Control Board (if any) summons as necessary, and represents local municipality at court and/or Animal Control Board hearings;
- Maintain required telecommunications contact;
- Set traps to capture evasive domestic animals;
- Educate the public on proper animal care, wildlife problems, and animal control regulations;
- Issue warnings/citations to animal owners found in violation of animal regulations;
- Prepare and maintain necessary reports and records;
- Tranquilize dangerous/vicious animals in a safe humane manner as authorized by supervisor;
- Destroy dangerous/vicious animals in a safe humane manner as authorized by supervisor;
- Respond to and investigate complaints from citizens concerning domestic animals.





# Vision and Priorities

During the first taskforce meeting, members took time to elaborate on a specific vision for the regional animal control program. At the same time, immediate realistic priorities were identified and determined as the first step toward strategically contributing to the larger vision as part of the planning process. The specific vision realized and strategic priorities identified through the taskforce was identified as follows:



Cross-Border Animal Control Task Force Meeting

Vision	Strategic Priorities
<p>To establish a regional animal control service program that is easily accessible and offers shelter services and other Animal Control Services to participating municipalities, including but not limited to - Regional Shelter and Adoption Services; Education and Awareness for residents; play park for dogs; Animal Control Officer services; licensing and fee management; etc.</p>	<ul style="list-style-type: none"> <li>• Develop and make available a regional shelter for participating communities that will meet animal sheltering needs. Shelter must be in total compliance with state regulations and local bylaws.</li> <li>• Economies of scale to be achieved through sharing of resources (sustainability).</li> <li>• Shelter must be easily accessible for the participating towns.</li> <li>• Proper equity, governance structure, and operations of shelter must be identified and established through an Inter-Municipal Agreement</li> </ul>

In particular, members would like to see a functioning program that achieves the following:

- keeps people and animals safe;
- a regional shelter designed in a way that encourages public involvement and be utilized as a animal resource campus;
- a regional shelter that has a safe and clean enclosure for animals that will provide a more comfortable environment that helps reduce stress for the animals, the ACO, and the public;
- a program that consistently and effectively meets local animal bylaws and State regulations in the most cost effective way possible.



# Site Analysis

## Existing Facility in Palmer

Palmer has been identified as the best accessible location to the 5 participating municipalities. The current shelter site in Palmer, also known as the Palmer Municipal Dog Pound, is located 1015 Bridge Street, Palmer, MA. It provides sheltering services for a total of three municipalities - The Town's of Palmer, Monson, and Ware - and on occasion, they provide animal shelter service for nearby communities as-needed with permission from the town. At its current arrangement, the driving distance between the shared shelter and the serviced municipality is no more than 20 minutes - Ware being the farthest; and no less than 6 minutes - Monson being the closest with the exception to Palmer which is the existing site of the location.



Palmer Shelter	Monson Town Hall	Ware Town Hall
1015 Bridge Street	6 minutes / 3.7 miles	19 minutes / 9.4 miles

The shelter is 17 x 22 feet with a total of seven (7) holding cells that keep animals separate from one another. Each cell has a small opening that conveniently provides held animals accessibility to be indoors and/or outdoors. Access to running hot and cold water is available including a washer and dryer. The shelter walls and floors are cemented with drainage that easily allows the Animal Control Officer to properly clean and disinfect the holding cells after animals have been removed and prior to placement of other animals into the cells. The waste water however goes right outside and into the ground, as does the sink and washing machine waste water.

There is no exhaust fan to provide sufficient ventilation to allow fresh air to circulate into the room. This is managed by a dehumidifier and the ACO reports that the dehumidifier is not as effective. Temperature regulation within the shelter is available but it's not adequate. No bathrooms or sufficient storage space is available in the facility. There is no access to a separate quarantine and/or isolation area to handle aggressive dogs or dogs and other animals that come in sick.

**See photos on page 12**



## Major Concerns

For the most part, the shelter has been meeting minimum standards for animal care. Although this may be so, it is not an ideal shelter that meets all state guidelines and lacks adequate space to host in a regional capacity on a much permanent basis. Other than the State's increased regulatory practices for shelter compliance, the major concern of the existing shelter establishment is its location. Although easily accessible, currently it is positioned about 100 feet away from the Quabaog River which has consistently experienced flooding during extreme weather events. Below are the Pros and Cons for the existing shelter in Palmer.

### PROS

- Shelter in good repair and in sanitary condition
- Walls and floors where animals are housed are constructed of impervious surfaces that can be hosed and scrubbed
- A washing area with hot and cold running water dedicated to cleaning animals and other items is available
- Heating and cooling available but could be better
- Holding cells to keep animals contained is available. Holding cells have entry access for animals to be inside or outside

### CONS

- No proper ventilation to maintain adequate ambient conditions necessary to help with minimizing odor, ammonia levels, disease transmission risk, and unnecessary stress on the animals due to uncomfortable temperatures or environmental conditions
- No isolation room and quarantine room available
- Shelter Arrangement currently established on a floodplain
- No bathrooms
- Lacks adequate storage space
- Lacks proper waste water management for proper disposal of waste water

## Other Concerns

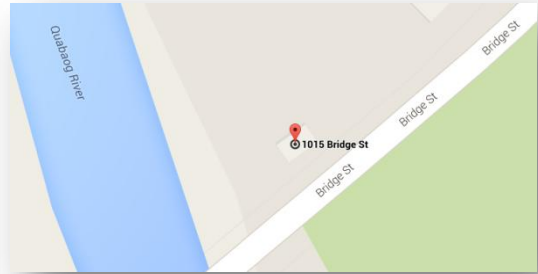
The Town of Ware is utilizing the shelter services in Palmer with no MOU in place to outline temporary arrangements between the towns. An MOU should be in place to reduce any liabilities between the municipalities. Also, the Town of Warren is looking for temporary arrangements with Palmer to access its shelter. Warren continues to utilize the home of the ACO which in the past has been identified as sub-standard by the state according to the towns and conversation with the Division of Animal Health. It is important for us to note however that the PVPC or the CMRPC has not visited the ACO's home or have any documentation from the state listing its inefficiencies.



On occasion, Palmer will allow other municipalities to use its shelter as-needed. No written agreement is in place to support this practice to minimize liability. A formal Mutual Aid Agreement can reduce any liabilities for the towns'.



Photos of Shelter, Shelter Location, and Assets:



**Shelter & Rescue - Order Compliance Guidelines**<sup>1</sup> The following is the Compliance Guidelines taken from the website of the Massachusetts Department of Energy & Environmental Affairs.

*Isolation Facilities Settings*

Isolation means just that animals must be kept separated from other animals and people (other than those caring for them). Simply sending an animal to someone's home does not achieve isolation according to the guidelines. The nature of activities in a household setting is contrary to the basic premise of isolation. However the State will consider approving isolation facilities built in residences (basements, garages, barns, etc) that are separate from the living quarters.

*Design Isolation Facilities*

Isolation rooms shall be designed so as to:

- (a) Provide a room to be used exclusively for the purposes of isolating incoming animals as required.
- (b) Ensure that the room is:
  - 1. Physically separated from rooms used to maintain other animals and human living areas;
  - 2. Completely enclosed by walls that extend from floor to ceiling;
  - 3. Equipped with an exhaust fan that serves to efficiently remove air from the room to an area outside the building and adequate ventilation to allow fresh air to circulate into the room;
  - 4. Equipped with a sink having hot and cold running water used exclusively for the cleaning and maintenance of the room, all equipment and utensils used therein, and animals housed within the room;
  - 5. Not used to house or maintain other animals, for storage, as restroom, as a public access area, or any other such purpose;
  - 6. Conducive to thorough cleaning and disinfection after animals have been removed and prior to the placement of other animals into the room.

The state realizes that not all organizations do not have facilities that meet these requirements. So long as basic premises of isolation are achieved, the state may approve facilities that are lacking in some areas.

*Maintenance*

Maintained in such a manner that all equipment and utensils entering the room are thoroughly cleaned and disinfected before being taken out of the room. Groups of isolated animals must not overlap. Facilities need to be vacated between shipments, and the isolation facilities must be cleaned and disinfected between shipments of animals.

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<sup>1</sup>MA Dept. of Energy & Environmental Affairs. Shelter and Rescue Program. Order Compliance Guidelines. <http://www.mass.gov/eea/agencies/agr/animal-health/shelter-and-rescue/>

## Draft Animal Rescue and Shelter Regulations

At the present moment, a draft proposal titled 330 CMR 30.00 ANIMAL RESCUE AND SHELTER REGULATIONS has been submitted to the legislature for review and approval to strengthen the authority under M.G.L. c. 129, §§2, 37, and G.L. c. 140, § 139A. If approved, this proposal will increase sheltering regulations and hold greater accountability to local municipalities.<sup>2</sup> (see **Appendix A**). In preparation for what is to come, establishing regional shelters that is shared among two or more municipalities have increasingly become a much desirable option in the effort to meet mandates at a much lesser cost than if they were to provide the service on their own in accordance to regulation. We see this as more and more communities have commissioned feasibility analysis and in some cases have been successful with implementing shelter establishing and service agreements thanks to grant opportunities from the Commonwealth of Massachusetts such as the Community Innovation Challenge (CIC) grant.

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<sup>2</sup> 330 CMR 30.00 ANIMAL RESCUE AND SHELTER REGULATIONS. <http://www.mass.gov/eea/docs/agr/animal-health/docs/330-cmr-30-00-proposed-shelter-rescue-regulations-5-13-13.pdf>

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# Regional Animal Control Best Practices

Model regional animal Control programs within the Commonwealth were identified and its operating and financial structure were assessed. Upon review, it was recognized that each identified model have distinctive operating structures, however they share similarities in concept for regional animal control services. The following are successful examples of regional animal control programs that services two (2) or more municipalities and work well.

## Rutland Regional Animal Control

In this model, the Town of Rutland services as the host community for three-town Regional Animal Control Officer program developed and implemented through a 2013 Community Innovation Challenge (CIC) grant - a grant program administered by the Commonwealths Executive Office of Administration and Finance.<sup>3</sup> The participating communities include Rutland, Barre, and Princeton operating through an Inter-Municipal Agreement. The goal of this regional program is to provide an effective, cost efficient, professional animal control service program, including shelter services, to the participating municipalities in the effort to reduce the burden on the individual towns and provide more services to the residents of the communities.

Besides basic day-to-day Animal Control Officer services, other duties and services available through the Rutland Regional Animal Control Officer program include but are not limited to:

- working with town police officers on animal investigations;
- sheltering services;
- collecting appropriate fines and fees; and
- seeking grants and donations for food and supplies.

The table below is a reflection of the budget during first year of development and implementation of the Rutland Regional Animal Control Officer program.

Item	Cost
ACO Salary	\$19,495
Assistant ACO stipend	\$500
Supplies	\$5,297
Purchased Services	\$1,200
Benefits (health, Medical, Retirement, etc.)	\$7,588.96
<b>TOTAL</b>	<b>\$34,081</b>

<sup>3</sup> <http://www.mass.gov/anf/docs/anf/cic/fy12-and-13-final-reports/final-report-rutland.pdf>

The costs for this program during the first year start-up phase was solely dependent on a CIC grant awarded to the towns. The fee structure for each community was assessed by the population size of the municipality. The assessed cost per community reflects what towns will have to pay beyond the CIC grant period to sustain its regional program. The assessed cost for each participating municipality was identified as follows:

Municipality	Population	Cost	% of Total Cost
Rutland (host)	8,786	\$17,381.28	51%
Barre	4,985	\$9,747.15	28.60%
Princeton	3,300	\$6,952.51	20.40%
<b>TOTAL</b>	<b>17,071</b>	<b>\$34,080.66</b>	<b>100%</b>

At the present moment, municipalities are discussing how to sustain the program overall moving forward beyond the grant period. Sustaining the program will need to include towns' paying their fee rate and by securing any grant funding opportunities available. Below is the proposed budget for the Rutland Regional Animal Control Officer program for FY16.

Item	Budget Request - FY16
<b>Personnel</b>	
ACO	\$27,988
Assistant ACO	\$500
Health Insurance	\$7,589
<b>TOTAL</b>	<b>\$36,077</b>
Purchased Services	\$3,100
<b>TOTAL</b>	<b>\$3,100</b>
Supplies	\$2,200
<b>TOTAL</b>	<b>\$2,200</b>
Other Charges	\$700
<b>TOTAL Regional ACO</b>	<b>\$42,077</b>

## Thomas J. O'Connor Animal Control Shelter

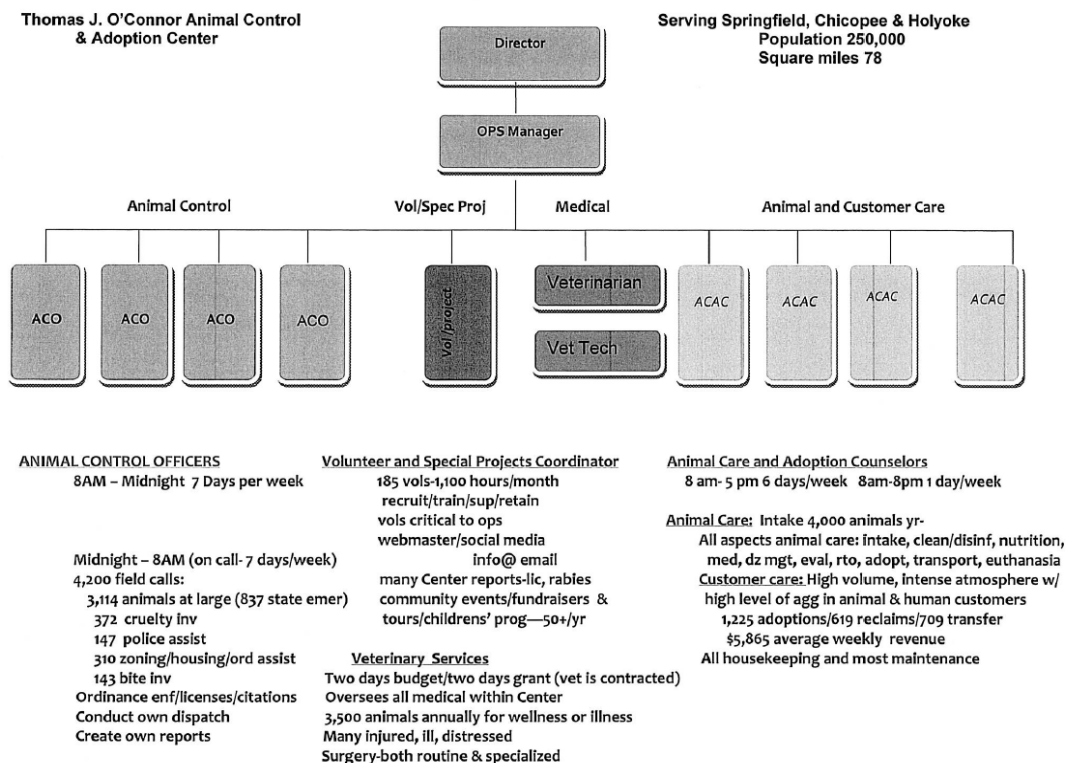
### TJO Operating Structure

The Thomas J. O'Connor (TJO) Animal Control and Adoption Center is the largest regional animal control program in Western Massachusetts and one of the largest in the Commonwealth. The animal control service program became regionalized in 2003 and is based in Springfield Massachusetts. It provides regional animal control services for the cities

of Springfield, Chicopee, and Holyoke servicing a combined population of 248,238. The City of Springfield is the host municipality and its primary service is protecting public health and safety for the public and animals. As the host community, all TJO staff are employed through the City of Springfield. The staff include four ACO's, four animal care and adoption counselors, one vet tech, one volunteer and special projects coordinator, one veterinarian, one operations manager and an Executive Director.



TJO handles dogs, cats, small mammals, and wildlife animals. The ACO's at TJO respond to routine service calls on weekdays between 8pm and 5pm. Emergency response for ill, injured or aggressive animals is available 24 hours a day. The veterinarian operates two days out of the week and is responsible for shelter animal wellness and sterilization surgery (see operating organizational chart on next page).





TJO provides temporary housing for over 4,000 stray and abandoned animals each year. Their annual call volume is between 3,000-4,000. In the year 2014 alone, 3,813 animals were impounded. This includes 1,625 dogs, 1,302 Cats, 886 other (wildlife, birds, small mammals), and 4,420 field calls.

An Inter-Municipal Agreement exists between the participating municipalities and is governed by an animal control supervisory board made up of one representative from each city and appointed by the Mayor. The Board meets quarterly and provides fiscal and operational oversight over the services and the program. This includes setting performance standards, approving all financial matters, and overseeing the performance of all employees.

### TJO Budget Structure

The total operating budget for TJO is \$1.23 million. Grants cover roughly 37% of the total budget. The municipalities pay the difference. The Cities of Holyoke and Chicopee pay per capita toward the cost. The City of Springfield covers what is left over. The current rate is \$3.75 per capita. The cost per capita is set to increase for FY16 to \$4.05.

FUNDING SOURCE	POPULATION	ANNUAL ASSESSMENT
Springfield	153,060	\$482,139
Chicopee	55,298	\$174,189
Holyoke	39,880	\$125,622
<b>SUB TOTAL</b>	<b>248,238</b>	<b>\$781,950</b>
Grants		\$448,050
<b>TOTAL</b>	<b>248,238</b>	<b>\$1,230,000</b>

FY15 Expenses:

ITEM	COST
Personal Services	\$426,597
Rent	\$324,855
Medical Program	\$188,447
Utilities	\$132,850
Taxes & Insurance	\$79,164
Animal Care Supplies	\$35,672
Custodial Supplies	\$8,000
Gasoline	\$8,700
Software	\$8,640
Waste Removal	\$8,400
Answering Service	\$3,900
Other (office supplies, etc.)	\$17,556
<b>TOTAL</b>	<b>\$1,242,781</b>

## Franklin County Sheriff's Regional Dog Control and Adoption Center

The Franklin County Regional Dog Control and Adoption Center is run by the Franklin County Sheriff's Office (FCSO) on behalf of participating towns which include the City of Greenfield, and the Towns of Bernardston, Buckland, Colrain, Conway, Deerfield, Erving, Gill, Heath, Motague, Warwick, and Whately.

### Operating Structure

The Regional Animal Control Shelter provides animal dog sheltering to the towns of Franklin County, reducing the burden on towns while improving services for residents and dogs. The program aims to assist both towns with an animal control officer, and those without, by providing a regional shelter and the services of a program director employed through the Sheriff's Department. The director, among other duties, works with local animal control officers, collects and cares for the dogs at the regional shelter, recruits volunteers, coordinates adoptions, collects fees, seeks grants, and solicits food and other donations.



Newly renovated outdoor shelter

An Inter-Municipal Agreement exists between the municipalities and the program is overseen by an Oversight Committee that meets at minimum two times per year. The Chief Elected Official of each municipality designates one representative and one alternate from its community to serve on Oversight Committee. The committee addresses current issues in the program and makes recommendations to the Program Manager, approves the budget set by the Sheriff's Office, and approves and reviews fee schedule and assessment formula set by the Sheriff's Office. The Oversight Committee also reviews reports of number of dogs sheltered during the year, number of adoptions, number of individuals receiving Notices of Violation/abateements, specific dog control problem areas with the municipality, and suggests changes to local bylaws, amount of revenue collected, including municipality assessments, fees, donations, and grants.

### Budget Structure

Materials and equipment need for shelter were purchased through a Community Innovations Challenge (CIC) grant administered through the Commonwealth's Executive Office of Administration & Finance. Personnel expenses for any hired staff are covered by the Sheriff's Office budget. The operating costs for the initial start-up phase was paid for through the CIC grant, however beyond the grant period, member municipalities pay a minimal annual fee ranging from \$800 to over \$1500 to cover operating expenses. The fee structure is based on population. Other sources of revenue include donations, money from fundraising, and in-kind support.

Donations:

- Over \$5,000 in cash donations
- Over \$800 in gift cards from companies like Greenfield Farmers Supply, Home Depot, and Staples

Fundraising Events: Three area groups have held events to raise money for the shelter.

- Yankee Candle held a “Decorate a Tree” contest. Employees picked an organization they wanted to decorate for. Patrons than were asked to vote for their favorite tree and the winning group received \$500. The Shelter won and received the funds.
- A Turners Falls High School class held a dodge ball tournament as a fundraiser. The class raised almost \$600 in donations.
- A grade school in Greenfield collected supplies the shelter listed on their “Shelter Wish List”.

In-Kind Support: Countless other in-kind donations were made during the implementation process, and continue to be provided to the shelter.

- 15-20 community volunteers provide for the transport of dogs, caring for dogs, computer help, etc.
- The “Orange Team,” a group of minimum security inmates, worked on renovations
- Shelter materials, including: blankets, towels, leashes, collars, dog food, dog crates, dog coats, dog first aid supplies, flea and tick control supplies, dog toys, dog beds
- Office supplies and materials: camera, cleaning supplies
- Appliances, including: washing machine, clothes dryer
- Office furniture, including: desk, file cabinets, folding tables, carpentry time and supplies-built shelves, counter tops, coat rack, refrigerator
- Other supplies: wastebaskets, "Thank You" cards, printer, white boards, water hoses

CIC Grant budget is shown on next page...

## CIC Grant Budget:

Item	Budget	CIC Grant Funds	Explanation
<b>Personnel</b>			
FRCOG Staff Support	\$1,900	\$1,900	FRCOG staff assisted with project launch in start-up phase
<b>TOTAL Personnel</b>	<b>\$1,900</b>	<b>\$1,900</b>	
<b>Operating</b>			
Communications/IT	\$1,200	\$1,200	Phone and Internet Access
Heating (Oil)	\$3,000	\$3,000	
Miscellaneous	\$675	\$675	Graphic Designer, attorney, IT
Services			
Advertising/Outreach	\$500	\$500	Outreach to communities and local services
Electricity	\$1,000	\$1,000	
Vet/Medical	\$2,500	\$2,500	
Office & Shelter	\$1,125	\$1,125	Basic shelter and office supplies
Supplies			
<b>TOTAL Operating</b>	<b>\$10,000</b>	<b>\$10,000</b>	
<b>Equipment</b>			
Shelter & Van	\$8,000	\$8,000	
Equipment			
<b>TOTAL Equipment</b>	<b>\$8,000</b>	<b>\$8,000</b>	
<b>GRAND SUMMARY</b>			
Salaries/Wages	\$1,900	\$1,900	
Operating Expenses	\$10,000	\$10,000	
Equipment	\$8,000	\$8,000	
<b>GRAND TOTAL</b>	<b>\$19,900</b>	<b>\$19,900</b>	



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# Cross-Jurisdictional Sharing of Services

There are circumstances in local government that create a favorable opportunity for sharing services and costs among two or more government bodies. Oftentimes, those moments are anticipated and present an opportunity to plan. Mainly, timing is considered to be the most critical factor when municipalities are looking at the possibility of sharing municipal services. These opportune moments include when:

- a vacancy occurs in a town position;
- increased mandates and regulations;
- outside funding for a program is terminated, or another fiscal need arises;
- an opportunity to enhance service efficiency arises;
- a new position is created or a new service or program is initiated;
- a major purchase of equipment or vehicle/s is under consideration;
- a major building construction project is planned; and/or
- outside incentives are offered.

In the circumstances for Palmer, Ware, Monson, Warren, Wales and Hardwick, these communities have reached a fitting moment to work toward building a regional animal control shelter (see 'Findings' section). Prior to even considering sharing services as an option however, two underlying questions have been identified by the communities as top priority concerns that need to be addressed prior to making the decision of sharing services: what would the governance and operating structure look like?; and what are the equitable means as far as allocating salaries, benefits, and other costs between the municipalities?



## Governance, Operation and Equity

Regionalization efforts succeed, in part, because the legal means to organize, reach an agreement, or share costs, exists. There are 47 state statutes which authorize the establishment of regional districts, joint purchasing, or consolidating specific services.<sup>4</sup> However, none of these provisions are specific to Animal Control Services. On the contrary, there is one (1) statute governed by Massachusetts General Law Chapter 40, Section 4A that

<sup>4</sup> "Towns of Hamilton and Wenham: Enhanced Regionalization and Merger Analysis", op cit., Appendix G

allows for sharing municipal functions through Inter-municipal Agreements. (See Appendix B - Inter-Municipal Agreement Statute)

**Inter-Municipal Agreement (IMA)** - IMAs are the most commonly used form of agreements in shared service projects between municipalities. It allows two or more governmental entities to enter into an agreement to perform jointly services that a single municipality is authorized by law to do on its own. Shared service agreements under an IMA take several forms:

- 1) a municipality as the lead and provides defined services to one or more municipalities for an agreed-upon price;
- 2) a municipality provides specific services to another municipality on an as-needed-basis for a fee;
- 3) a Regional Planning Agency (RPA), Council of Governments (COG), or other regional service organization as the host agency and provides services to participating municipalities under a fee-for-service contract.



The distinguishing factor in these types of arrangements is that one entity is ultimately responsible for the operation of the service. Although the governance and costs are shared with other participating municipalities through the provisions of the applicable contract, the "lead" community or "host agency" bears ultimate responsibility for the provision of services. It's up to the communities to decide and agree who that lead or host agency will be best fitted to take on the responsibilities.

**NOTE:** When deciding the parameters of a shared service arrangement, it is important to create an advisory committee to provide input and oversee the transition of the process. The advisory committee can assist with the development of the IMA; ensure that the legal agreement and any transition plan is honored; determine ongoing project needs that can help to develop budgets and policies for the shared service program; and provide an ongoing means of communication among participating communities. Seeking legal counsel is recommended to review any agreement before executing.

## FINDINGS & RECOMMENDATIONS



Current financial constraints are compelling municipalities to rethink how services are provided to residents and to reconsider methods for improving municipal services. Much can be accomplished by acting regionally and by building upon emerging opportunities for regional collaboration to effectively enhance service efficiencies. On the subject of animal control specifically, there is a willingness from the participating municipalities to be part of a regional effort for animal control shelter services. Considering the existing

infrastructure of what is available and its accessibility to the

participating municipalities, there is a shelter in place at Palmer that can serve regionally on an interim basis as communities continue to work together to achieve building a new shelter. The current shelter is not adequate to serve permanently in a regional capacity due to its size, configuration and physical location in a floodplain. Although this may be so, the ACO at Palmer strides to meet mandates and provides the best customer service she can for the residents as well as the animals. This is evident by the overwhelming support she receives by the community through volunteerism, donations, and by the number of towns that outreach to Palmer to utilize the ACO services and its shelter. State officials at the Division of Animal Health do acknowledge the financial limitations communities have to be fully compliant with regulations. Therefore some flexibility is provided to this arrangement understanding that communities are working together toward the end goal of meeting regulations. It will be in the towns benefit to move in a regional capacity through an Inter-Municipal Agreement to display commitment to working toward the goal of building a regional animal control facility that is well equipped and fully compliant with state and local regulations. At the same time, this will address Ware, Warren and Hardwick's immediate need for animal control shelter services. An Inter-Municipal Agreement between Palmer, Monson, Warren, Ware and Hardwick will legitimize the shared service arrangement and help reduce liabilities for municipalities that are currently using the shelter in Palmer with no agreement or Mutual Aide in place to outline accountability. Wales opted out to engage in a regional arrangement at the moment, but is more interested to work with neighboring municipalities to build a new regional facility in which it looks to be a part of in the future if and when it is developed.

Currently, towns have the opportunity to engage in a regional shared service arrangement and decide how they wish to have its shelter operate to effectively meet their mandates for proper animal control sheltering care. Through this analysis, it has been discovered that various existing regional animal control sheltering service programs operate differently but the governance and cost structure are similar. The following are recommendations as a resolution of this analysis as to what is available and what is possible moving forward.



## Recommended Governance Model

Step 1 before anything is to achieve buy-in from the participating municipalities by establishing an Inter-Municipal Agreement. Palmer currently has infrastructure in place to support day-to-day operations and capacity to advance planning efforts to bring a new animal control facility to the region that is adequate and fully meets regulations. It is recommended that the participating towns designate Palmer as the "Lead Community" for purposes of providing regional animal sheltering services for the interested municipalities. As the Lead Community, Palmer will administer all financial personnel matters relating to the sheltering services under the direction of the Palmer Public Safety Department and provide sheltering services for participating municipalities on a fee for service basis in accordance to an annual assessment fee. (See Appendix C for Inter-Municipal Agreement)

To achieve equity, an Animal Cross-Border Control Committee shall be constituted and represented by a designated representative of the participating municipalities. The Committee shall provide fiscal and operational oversight over the partnership arrangement on an advisory capacity for the Palmer Public Safety Department. By establishing the Committee, Towns can achieve consistency and transparency of the program as it develops. Efforts of the Task Force should continue as well. Task Force members, the advisory committee for this study, has enjoyed a broad representation from municipal officials, business owners and residents. The Task Force can continue the work begun with this analysis and assist in the implementation phase to help advance the goals of this plan. The ongoing engagement of the Task Force will also contribute to strengthening communication and collaboration across municipal borders.

## Cost Structure for Regional Model

Achieving an appropriate level of adequacy is the goal to achieve service efficiency. Most animal control programs charge an annual assessment on a per capita basis averaging around \$4.00 per resident. Assessment money is used for the purpose of procuring, securing, occupying, maintaining and operating a facility or facilities as well for salary cost for staff. After analyzing the budget needed for the current structure and assessing the immediate needs of the participating municipalities, an assessment cost of \$1.00 per resident for sheltering services (Ware, Hardwick and Warren) and \$2.00 per resident for sheltering as well as ACO services (Monson and Palmer) will suffice the cost needed to support the regional arrangement.



At the moment, Palmer and Monson has had the pleasure to enjoy an existing shared service arrangement for ACO and Animal Control sheltering services with Palmer being the host community. Under the proposed agreement, Palmer and Monson will continue its arrangement at an annual cost of \$2.00 per resident. Ware, Warren and Hardwick are in need of only animal sheltering services which they can receive through the Palmer regional arrangement for an annual assessment cost of \$1.00 per resident. The following is the recommended annual assessment break down per municipality.

According to the U.S. Census Bureau's 2010 Census, the population of the participating towns (not including Wales) is as follows:

Palmer	Monson	Ware	Warren	Hardwick
12,140	8,560	9,872	5,135	2,990

*Palmer and Monson - \$2.00 (Shelter & ACO Services); Ware, Warren and Hardwick - \$1.00 (Shelter Services)*

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,140 x \$2	\$24,280
Monson	8,560 x \$2	\$17,120
<b>SUB TOTAL</b>	<b>20,700 POP</b>	<b>\$41,400</b>
Ware	9,872 x \$1	\$9,872
Warren	5,135 x \$1	\$5,135
Hardwick	2,990 x \$1	\$2,990
<b>SUB TOTAL</b>	<b>17,997 POP</b>	<b>\$17,997</b>
<b>TOTAL</b>	<b>38,697 POP</b>	<b>\$59,397</b>

## Potential Future Site

The current shelter is situated in a flood plain and has experienced flooding in the past. The most desirable approach is for the communities to work together toward relocating the shelter to another easily accessible location. After review, it was found that Palmer has site control of a development ready piece of property that is centrally located and easily accessible to Ware, Warren, Monson, and Hardwick as well as Wales. From this potential site located on zero (0) Old Warren Road, Hardwick is the farthest at exactly 20 minutes. Monson has the shortest distance from the site at 11 minutes with the exception to Palmer which is where the site is located.

Palmer Potential Shelter Site	Monson	Ware	Warren	Hardwick	Wales
0 Old Warren Rd.	12 minutes 6 miles	13 minutes 7 miles	13 minutes 7 miles	20 minutes 14 miles	17 minutes 11 miles

**NOTE:** There are existing plans in place in Palmer to relocate the DPW to this new site. The DPW currently has a relationship through its shared arrangement at the site on Bridge Street. Palmer should consider to include relocating the shelter in its plans as well in the effort to mitigate any future disasters and loss of property or life at the current site recognized as a flood plain.



Once regional agreements are in place between the participating municipalities and the lead community, step 2 would be for the towns to hire an architect/engineer to plan for the design phase of the project.



## Potential Funding and Other Sources

There are various funding sources available to help with either capital, planning and/or operating costs for the regional animal control service program. The different sources are described below:

### Hazard Mitigation Funds

Hazard Mitigation funds through the Federal Emergency Management Agency (FEMA) and the Massachusetts Emergency Management Agency (MEMA) can be a good resource to tap into for potential costs to either raise the existing structure in Palmer or relocate and/or rebuild at a different location. These funds are available to State and local governments to help communities implement long-term hazard mitigation measures after a major disaster declaration. This includes reducing, minimizing or eliminating potential damages to property and infrastructure from natural hazard events. Grants under this program include:

- Hazard Mitigation Grant Program (HMGP) - a post-disaster mitigation grant fund
- Pre-Disaster Mitigation Grant (PDM)
- Flood Mitigation Assistance (FMA)

It is the goal of the grant programs to reduce overall risks to the population, structures and infrastructure, while also reducing the reliance on taxpayer-funded federal disaster assistance for disaster recovery. The program enables mitigation measures to be implemented during the immediate recovery from a disaster. This program is authorized under Section 404 of the Stafford Act and administered by FEMA.<sup>5</sup>

Eligible projects include stormwater, drainage and culvert improvements, flood control, property acquisition, wind retrofits, and structural elevation. To be eligible, communities must adopt a Local Natural Multi-Hazard Mitigation Plan approved by FEMA. Palmer does have a Local Natural Multi-Hazard Mitigation Plan in place that does not expire until 2016.

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<sup>5</sup> Federal Emergency Management Agency. <https://www.fema.gov/hazard-mitigation-grant-program>.

### **Community Innovation Challenge (CIC) Grant**

The CIC grant is a State grant program made available through the legislatures and administered by the Executive Office of Administration and Finance. CIC funds encourages and incentivizes local municipalities to cross-collaborate in the effort to work together to maintain important local services and deliver those services effectively and efficiently. Ideal projects eligible for CIC funds include those with the potential for greatest impact, high levels of innovation and substantial potential cost savings for municipalities.<sup>6</sup> CIC funds can be used to pay for 'shovel-ready' start-up capital costs for the program with the understanding that municipalities will sustain the regional program beyond grant period. Other start-up regional animal control shelters have been supported by past CIC grants.

Currently, CIC funds are not available. Massachusetts legislatures have filed amendments to include CIC in the budget. More information will be available as the state budget process progresses.

### **Other Grants**

As the municipalities proceed with its efforts to establish regional arrangements for animal control services and to potentially build a new facility, the following grant opportunities are made available for potential operational costs and/or infrastructure and capital costs for animal control programs. Some of these grants are made eligible for local municipalities and/or 501(c)(3) non-profit organizations. Local municipalities can partner with a 501(c)(3) to go after grants they would have not otherwise been eligible to apply for on their own. Other potential grants include:

- Albert Schweitzer Animal Welfare Fund provides funding to U.S. based 501(c)(3) organizations that promote humane education, humane sheltering, solutions to overpopulation and animal protection.
- American Humane Association administers the Meacham grant to 501(c)(3) organizations and the Second Chance Fund to both public and private shelters or rescues.
- Animal Farm Foundation offers grants for adoption, enrichment and other programs for 501(c)(3) organizations focused on supporting pit bull type dogs by providing equal opportunities and treatment.
- Banfield Charitable Trust funds U.S. programs designed to keep pets and owners together. Various opportunities exist for 501(c)(3) organizations and hospices.

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<sup>6</sup> Mass.gov. Massachusetts Executive Office of Administration and Finance. <http://www.mass.gov/anf/budget-taxes-and-procurement/community-innovation-challenge-grant/>.

- The Binky Foundation prioritizes seed funding for new programs or equipment purchases promoting animal protection and habitat preservation, and also considers funding for long-term or ongoing projects. 501(c)(3) not required.
- Bissell Pet Foundation provides financial support to programs of municipal and 501(c)(3) organizations focused on adoption, spay/neuter, microchipping, foster care, and safety nets. Funding also considered for emergency relief in addition to hoarding and puppy mill rescue efforts.
- Elinor Patterson Baker Trust offers grants four times a year and is looking for innovative, new programs, especially those that feature outreach and engagement. Partnerships with other groups are also a plus. For information contact your local HSUS state director by e-mailing [yourstate]@hsus.org.
- Greg Biffle Foundation provides funding for operating expenses, pet supplies, spay/neuter and veterinary care for active 501(c)(3) organizations that deal with dogs and cats.
- Laura J. Niles Foundation funds 501(c)(3) organizations, primarily in the Northeastern U.S., with initiatives that support people and animals simultaneously. Areas of concentration include canine health research, animal protection & adoption, search & rescue training, human assistance and similar fields of interest.
- Maddie's Fund offers a variety of grants and opportunities designed to help build and sustain a no-kill nation so shelter dogs and cats can be guaranteed a loving home.
- The Mason Foundation for Animal Shelter Design awards matching grants to municipal and 501(c)(3) organizations in the United States to help fund needs assessments and schematic architectural drawings for new buildings or remodeling projects.
- The Pedigree Foundation offers grants to 501(c)(3) organizations for programs that enhance dog adoptions.
- The PETCO Foundation offers disaster assistance and pet food bank support to municipal and private organizations.
- The Summerlee Foundation funds 501(c)(3) organizations according to specific program criteria, including a US focus on cats, wildlife rehabilitation and sanctuaries, and emergency funding.
- The USDA Rural Development Housing and Community Facilities Program offers loans and grants for essential community facilities, including municipal and private animal shelters, in communities with populations under 20,000.
- The William and Charlotte Parks Foundation for Animal Welfare and Protection provides funding to 501(c)(3) organizations for capital grants, project grants, and general operating funds.

## SUMMARY

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This analysis recommends strategies that address key issues, challenges and opportunities related to animal control sheltering services and achieve operational efficiency and adequacy. The strategies suggest ways to initiate, maintain or improve the delivery of services. Such efforts can take a variety of forms from the sharing of ideas and collaboration to the full sharing of the service supported through an Inter-Municipal Agreement. The suggestions in this analysis proposes regional cooperation and collaboration to address the problem that require regional solutions to animal control sheltering.

Many communities across the Commonwealth are already pursuing regional collaboration for animal control services and sheltering and have already demonstrated a long-standing commitment to provide efficient and effective animal control services on a regional scale. The recommendations presented in this report provides immediate "low hanging fruit" opportunities such as the development and implementation of a regional program through an Inter-Municipal Agreement by leveraging existing operational infrastructure; as well as "stretch goals" opportunities such as the building of a new facility which a future community consensus could be reached. It is in the hope of those involved in producing this report that planning together continues in the effort to increase awareness and participation in improving animal control services in each participating community through regional collaboration.

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## APPENDIX A

### DRAFT 330 CMR 30.00 ANIMAL RESCUE AND SHELTER REGULATIONS

30.01: Scope and Purpose

30.02: Definitions

30.03: Registration Required

30.04: Registration Application; Fee; Inspection; Issuance; Renewal

30.05: Animal Shelter and Facility Requirements; Quarantine

30.06: Minimum Standards of Animal Care 30.07: Foster Care

30.08: Imported Animals

30.09: Animal Transfer; Spaying and Neutering of Dogs and Cats

30.10: Reclamation of Owned Pets

30.11: Records 30.12: Inspections

30.13: Registration Denial, Suspension, or Revocation; Penalties; Relinquishment of Ownership

#### 30.01: Scope and Purpose

330 CMR 30.00 establishes the requirements for the operation of an Animal Rescue Organization. The purpose of 330 CMR 30.00 is to provide standards relating to the importation, handling, and care of Domestic Animals in connection with their adoption, sale, barter, transfer, or exchange within the Commonwealth by an Animal Rescue Organization or as facilitator of such activities by others.

#### 30.02: Definitions

Adoption – The process transferring ownership of a Domestic Animal.

Animal – Any bird, mammal or reptile that may be kept without a permit from the Massachusetts Division of Fisheries and Wildlife, as described in 321 CMR 9.01 (The word “Animal” and “animal,” unless expressly stated, shall also include those animals defined under “Domestic Animal.”)

Animal Control Officer (“Officer”) – A person appointed under M.G.L c. 140, Section 151, who is charged with enforcing state statutes and local ordinances and by-laws regulating Domestic Animals, whether designated locally as the “dog officer” or other title having equivalent authority.

Animal Inspector (“Inspector”) – A municipal animal inspector nominated under M.G.L. c. 129, Section 15, and approved by the Department.

Animal Rescue Organization (“Organization”) – A person, organization, or other legal entity, that is not required to be licensed under M.G.L. c. 129, Sections 39, 39A, or 45, and that either on its own behalf or as facilitator for others engages or arranges for others to engage in the activities of transferring ownership of a Domestic Animal.

Animal Shelter (“Shelter”) – A facility operated, owned, or maintained by an Animal Rescue Organization that exists for the purposes receiving, maintaining, caring for, transporting, or transferring ownership of a Domestic Animal, but not a Foster Home.

**Applicant** – A person that has submitted an application for Registration or Import Registration to the Department.

**Cat** – A mammal of the species *Felis domesticus*.

**Clean and Disinfect** – The process by which bacteria, viruses, and other pathogens are eliminated from an environment through the physical removal of organic material or debris from personnel, facilities, vehicles, and other equipment, followed by the appropriate application of chemical agents specifically designed to destroy potentially hazardous microorganisms.

**Commissioner** – The Commissioner of the Massachusetts Department of Agricultural Resources.

**Department** – The Massachusetts Department of Agricultural Resources.

**Director** – The Director of the Division of Animal Health of the Department of Agricultural Resources.

**Disclosure Statement** – A written statement pertaining to an individual Domestic Animal describing all of its known medical and behavioral issues.

**Dog** – A mammal of the species *Canis familiaris*.

**Domestic Animal** – An animal of any domesticated species as defined by 321 CMR 9.02, including Dogs and Cats.

**Facility** – A location owned, operated, or otherwise used by an Animal Rescue Organization for receiving, maintaining, caring for, transporting, or transferring ownership of any Domestic Animal, but not a Foster Home.

**Foster Care** – An interim or temporary housing arrangement for Domestic Animals.

**Foster Home** – A residential location providing interim or temporary in-home housing for Domestic Animals on behalf of an Animal Rescue Organization.

**Health Certificate** – A document dated and signed by a licensed Veterinarian which certifies a Domestic Animal's health status. Impervious

**Surface** – an area constructed of non-porous and waterproof materials.

**Imported Animal** – Any Domestic Animal that has been transported into the Commonwealth for the purpose of foster care or adoption.

**Import Registration** - An annual registration issued by the Department that authorizes the Registrant to operate in the Commonwealth as an Animal Rescue Organization and to import animals into the Commonwealth.

**Individual Animal Record** – The comprehensive record relating to an individual Domestic Animal that includes where applicable an official Certificate of Veterinary Inspection, documentation of

Isolation Upon Import, post-isolation health certificate, history of vaccinations, history of all medical treatment including administered medications, source of animal, date of acquisition, name and address of adoptive owner or Foster Home, Official Identification, date of sale or transfer, mortality record, and such other records reasonably related to the purposes of these regulations.

Interstate Certificate of Veterinary Inspection – See “Official Certificate of Veterinary Inspection.”

Isolation Room – A location approved by the Department designed to serve as a receiving station for animals affected with or exposed to infectious disease, or any area approved by the Department to accept animals for Isolation Upon Import.

Isolation Upon Import – Restricting a Domestic Animal from any animal contact by transporting the animal upon entry into the Commonwealth directly to an Isolation Room.

Official Certificate of Veterinary Inspection (“OCVI”) – An official form issued by a USDA Accredited Veterinarian in the state of origin and approved by the Animal Health Official of the state of origin listing all animals (with an accurate description or other identification) covered by the certificate that have been examined by the person issuing the form, stating the nature of the examination and the findings of the health of the animals covered by the certificate, and containing the names and address of the consignor and the consignee of the animals, the vaccinations that the animals may have received, and the dates that the vaccinations occurred. See also, Interstate Certificate of Veterinary Inspection.

Official Identification – A device or method used as a means of identifying an individual Domestic Animal, appropriate for that species, including, but not limited to, microchip, labeled collar, or other means of distinction affixed to the animal.

Owner Surrender (“Surrender”) – The voluntary act of an owner who has chosen to permanently relinquish care, custody, control, and ownership of an animal.

Owner Surrender from Another New England State or the State of New York – The voluntary act of an animal owner who resides in a New England state or the state of New York who has voluntarily chosen to permanently relinquish care, custody, control, and ownership of an animal to an Animal Rescue Organization or Animal Shelter operating in Massachusetts, and whose transportation into the Commonwealth was provided by said owner. Owner Surrender from Another New England State or the State of New York shall not include the Transfer of ownership of animals between Animal Rescue Organizations or Animal Shelters, or transport of animals by any entity other than the owner. New England states include Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.

Person – An individual, entity, corporation, firm, private or public organization, partnership association, or other legal entity, however organized.

Quarantine – An order of the Department pursuant to M.G.L. c. 129, Section 21, for the confinement of a Domestic Animal to prohibit other animal contact by restricting the animal to an Isolation or

Quarantine Room for the purposes of: (1) observing if the Domestic Animal displays signs of transmissible illness, and (2) minimizing the risk of the quarantined Domestic Animal spreading its contagious illness to humans and other animals.

Quarantine Room – A location designed to serve as a receiving station for animals affected with or exposed to infectious disease.

Registrant – A person that has received a Registration or Import Registration from the Department as an Animal Rescue Organization.

Registration – An annual registration issued by the Department that authorizes the Registrant to operate as an Animal Rescue Organization in the Commonwealth.

Sterilization Clause – A stipulation within an Animal Rescue Organization’s transfer agreement that requires a Domestic Animal to be deprived of the ability to produce offspring by the age of six (6) months.

Transfer – To barter, exchange, adopt out, gift, give away, or otherwise transfer ownership of a Domestic Animal to a person other than the Registrant.

USDA Accredited Veterinarian – A veterinarian accredited by the United States Department of Agriculture’s Animal and Plant Health Inspection Service and approved by the Animal Health Official of the state where the Veterinarian is doing business.

Veterinarian – A veterinarian licensed in the state of operation and in good standing.

Zoonotic Disease – An infectious disease that can be transmitted from animals to humans or from humans to animals.

### 30.03: Registration Required

No person shall, without first having obtained a registration or import registration issued by the Department, operate an Organization or import animals into the Commonwealth for the purpose of transferring ownership.

### 30.04: Registration Application; Fee; Inspection; Issuance; Renewal

(1) A complete application for registration, import registration, or renewal shall be submitted to the Department on a form prescribed. The application shall state applicant’s name, name of Organization, principal place of business, and a detailed operations plan that includes, at a minimum, the following information:

- (a) a complete list of the Organization’s owners and managerial personnel;
- (b) a complete list of the locations where animals in the custody of the Organization are to be housed, including shelters, facilities, foster homes, and boarding facilities, and the maximum number of animals that could be appropriately cared for at each such location;
- (c) the location within the Commonwealth where the Organization designates it will maintain

its records;

(d) methods of acquiring animals;

(e) animal care and maintenance;

(f) shelter facility operation and maintenance;

(g) the handling and segregation of animals in the custody of the Organization that are found to be suffering from illness or injury;

(h) the handling and disposing of deceased animals in a sanitary manner;

(i) such other detailed information that fully describes the Organization's proposed activities;

(j) evidence that the applicant holds a current kennel license from the municipality in which any facility is operating, if applicable; and

(k) whether the Organization intends to import animals into the Commonwealth.

(2) An application for registration, import registration, or renewal shall be accompanied by a fee as determined or approved by the Executive Office of Administration and Finance. The application for registration, import registration, or renewal shall not be deemed complete until such time as the applicant has paid the fee.

(3) The Department will send a confirmation notice to the applicant indicating that the application was received, which will supply a date by which the applicant will receive an approval or denial of any registration, import registration, or renewal.

(4) Prior to the issuance of a registration or import registration, the Department shall be granted access to all of the applicant's facilities to ensure compliance with M.G.L. c. 129 and 330 CMR 30.00. All inspections shall be conducted during normal business hours. The Department may conduct additional inspections prior to renewal and as it deems necessary in accordance with M.G.L. c. 129.

(5) Registrations and import registrations shall be issued on an annual basis and shall authorize the registrant to operate for twelve (12) months from the date of issuance, unless earlier suspended, modified, or revoked by the Department in accordance with 330 CMR 30.13.

(6) The registrant shall keep its registration or import registration at a location within the Commonwealth and shall have a copy available for inspection by any individual at the time of transfer.

(7) The Organization shall include its most current registration or import registration certificate number in all advertisements, promotional materials and offers of animals to the public which appear in print, online, or in other media.

(8) A renewal application shall be submitted not later than thirty (30) days prior to expiration.

(9) The registrant will promptly notify the Department of any substantial change in the information provided in the application, renewal application, registration, or import registration.

#### 30.05: Animal Shelter and Facility Requirements

(1) Buildings and premises shall meet or exceed the following minimum standards:

- (a) all buildings and premises shall be in good repair and in sanitary condition;
- (b) the walls and floors where animals are housed or treated shall be constructed of impervious surfaces (such as tile, sealed cement or concrete block treated with epoxy paint) that can be hosed, scrubbed, or sponged. Walls and floors shall be fully impervious from floor to ceiling, and all equipment used shall be free of rust;
- (c) carpeted flooring shall be prohibited in areas where animals are housed, treated, or fed;
- (d) a washing area with hot and cold running water dedicated to cleaning animals, and all of the equipment related to their care, shall be provided. The washing area shall be large enough to accommodate cleaning of all items associated with the care of animals, including enclosures, food, water bowls, and toys;
- (e) natural or artificial illumination shall be maintained during daylight hours in all areas and rooms in which animals are kept. Natural or artificial illumination shall be well distributed and adequate to provide thorough observation of the facility and its enclosures, cages, and animals. Artificial illumination must be available for non-daylight hours. Cages and enclosures in use shall be situated in a manner as to protect animals from excessive, constant, or stressful illumination;
- (f) equipment shall be maintained and used in a way that ensures the proper and legal storage or disposal of wastes and disease-contaminated material including, but not limited to, medical supplies, syringes, and needles;
- (g) effective control measures to prevent the infestation of animals and premises by external parasites, insects, or vermin shall be maintained at all times;
- (h) animal cages or enclosures equipped with a wire floor shall be of an adequate gauge to prevent sagging or injury to the animal's feet, and the mesh shall be small enough to prevent the animal's feet from falling through; and
- (i) a freezer or other means of mechanical or non-mechanical refrigeration shall be available for the temporary storage of deceased animals unless an arrangement has been made with another facility capable of appropriately storing and disposing of deceased animals. Any such arrangement with another facility shall be made in writing and kept as part of the Organization's detailed operations plan.

(2) Ventilation and Temperature

- (a) The Organization shall provide proper ventilation to maintain adequate ambient conditions necessary to minimize odor, ammonia levels, disease transmission risk, and unnecessary stress on the animals due to uncomfortable temperatures or environmental conditions.
- (b) The Organization shall provide heating and cooling systems of appropriate design and capacity to maintain room temperatures comfortable for breed, age, and health requirements. To ensure that these conditions are met, the Organization shall install and maintain a working thermometer in all areas in which animals are maintained and cared for.

(3) Isolation Rooms and Quarantine Rooms shall also meet or exceed the following additional minimum standards. They shall:

- (a) be physically separated from rooms used for other animals, domestic or otherwise;
- (b) be completely enclosed by walls that extend from floor to ceiling;
- (c) have floors and walls constructed of impervious surfaces;
- (d) be equipped with an exhaust fan that serves to efficiently remove air directly from the room to an area outside of the building where no other animals are located and to provide the delivery of fresh air into the room;
- (e) be equipped with a washing area with hot and cold running water exclusively devoted to the cleaning and maintenance of the room, all equipment and utensils used therein, and the animals therein;
- (f) not be used to house or maintain other animals, domestic or otherwise, nor for storage, employee restroom, public access area, or any purpose other than isolation;
- (g) be thoroughly cleaned and disinfected after isolated or sick animals have been removed and prior to the placement of new animals in the room;
- (h) be maintained so as to ensure that all equipment and utensils used in the room have been thoroughly cleaned and disinfected before being removed from the room; and
- (i) shall, when used for isolation upon import, have a separate entrance through which the imported animal can enter without passing through any area where other animals, domestic or otherwise, are housed, handled, or cared for.

(4) In addition to providing an isolation room as required by 330 CMR 30.08, the Organization may also provide a quarantine room for the exclusive purpose of quarantining sick or diseased animals.

(5) Protective Clothing for Isolation Rooms and Quarantine Rooms.

- (a) The Organization shall ensure that each person who enters an isolation room or quarantine room, or otherwise feeds, waters, cleans, treats, or handles quarantined or isolated animals or diseasecontaminated equipment or material, shall wear clean protective outerwear, gloves, and shoe covers while so doing, and shall remove protective outerwear, gloves, and shoe covers and shall thoroughly wash hands with a disinfectant detergent immediately upon leaving such room or area where affected materials were located.
- (b) In addition to the requirements of M.G.L. Chapter 129, Section 28, if an animal is found to have a zoonotic disease, the Organization shall promptly notify their veterinarian. The Organization's veterinarian may notify the Department and request recommendations relative to protective clothing, equipment, and procedures necessary to protect human and animal health. The Department will consult with the Massachusetts Department of Public Health or other appropriate resources as necessary.

#### 30.06: Minimum Standards of Animal Care

(1) All facilities, foster homes, enclosures, and other places where animals are kept by the Organization shall meet or exceed the following minimum standards, and shall:



- (a) be of sufficient size and design as to allow the animal to stand, sit, lie down, turn around, and make other normal postural adjustments without obstruction, interference, or impediment by the presence of food, water bowls, equipment, or other animals;
- (b) be cleaned at least daily and more often as necessary to maintain sanitary conditions and free of urine and feces. Enclosures shall be disinfected periodically and always before introducing a new animal. Cages and enclosures shall be unoccupied during disinfecting. The use of chemical agents to disinfect places, facilities, and enclosures shall be in accordance with the chemical manufacturer's label, with particular attention paid to temperatures and contact time; (c) have unimpeded access to fresh food and clean water at appropriate intervals for the age and species;
- (d) have an ambient temperature of between sixty-five (65) and eighty-five (85) degrees Fahrenheit, unless other temperatures have been determined to be more appropriate based on an information source approved by the Department; and
- (e) provide adequate shelter from the sun and inclement weather when animals are outside;

(2) Animal Care – The Organization shall provide staffing adequate to ensure the general care and maintenance of the animals on a daily basis. With due regard to the differences in species, breed, age, and condition, the Organization shall ensure that every animal shall:

- (a) be kept clean and dry;
- (b) be provided with emergency and standard veterinary care in a timely manner;
- (c) be provided with sufficient fresh food;
- (d) be provided at all times, or at regular intervals, with access to clean drinking water;
- (e) be housed in an area having appropriate temperature and ventilation;
- (f) be protected from weather and the elements;
- (g) be provided with bowls, dishes, or other containers for food and water that are clean;
- (h) be free from contamination by excrement, urine, or other matter;
- (i) be given the opportunity to exercise outside of its enclosure regularly in order to maintain the animal in good health and reduce the stress of confinement; and
- (j) be housed in compatible groups without overcrowding.

(3) Euthanasia - Euthanasia shall be performed in accordance with accepted American Veterinary Medical Association standards and as specified in this subsection.

- (a) An Organization utilizing euthanasia shall include in its detailed operations plan the Organization's policy regarding the method(s) of euthanasia to be employed and the circumstances under which euthanasia will be performed.
- (b) Euthanasia shall be performed by a veterinarian or by an individual trained in humane euthanasia and operating under the direction of a veterinarian.
- (c) The Organization shall record the date of euthanasia, the methods used, and the reasons for euthanasia, and the name of the person who performed the procedure. A copy of these records shall be maintained in accordance with 330 CMR 30.11.

(4) Breeding Prohibited – No female animal in season shall be kept in a run, pen, cage, or other enclosure with an unneutered male animal of the same species. The Organization shall take stringent steps to prevent the intentional or negligent breeding of animals. Intentional or negligent breeding of any animal may serve as grounds for permanent revocation of an Organization’s registration or import registration, in accordance with 330 CMR 30.13(2).

#### 30.07: Foster Care

(1) No person may operate a foster home without first having signed a written agreement with an Organization stating that the person may operate the foster home with the approval and under the responsibility of the Organization. Such written agreements shall be up for renewal at least once every two years, and shall be kept by the Organization and foster home and available for inspection upon request.

(2) In addition to the written agreement, foster care givers must sign an acknowledgement of having received and read the document entitled “Best Practices for Providing Foster Care” that shall be provided by the Department. The Organization shall keep the signed acknowledgement at the location within the Commonwealth it has designated to maintain its records.

(3) An animal maintained in foster care affected by an infectious disease shall be quarantined in place, or at premises designated in its affiliated Organization’s detailed operations plan, or at another Department approved isolation or quarantine room, or at a veterinary hospital.

(4) A copy of the complete individual animal record shall be kept in the foster home where the animal is housed, or in the alternative, the Organization may choose to keep only a partial animal record, consisting of at least the information required under 330 CMR 30.11(2)(a) through (2)(h) and (2)(k) through (2)(o), as applicable, provided the Organization maintains a copy of the complete individual animal record at its principal place of business.

(5) Foster homes shall be subject to inspection by the Department in accordance with the regulations and M.G.L. c. 129, Section 7.

#### 30.08: Imported Animals

(1) Isolation Upon Import; Registration – Any Organization transferring imported animals shall hold an import registration from the Department in accordance with 330 CMR 30.04 and shall maintain an isolation room in accordance with 330 CMR 30.05(3). The following minimum requirements shall apply:

(a) Any imported dog or cat shall be brought directly upon import to an isolation facility approved by the Department in accordance with 30.05(3) and be placed in an isolation room to be held for observation for a minimum of forty-eight (48) hours.

(b) No new animal may be introduced into an isolation room during the forty-eight (48) hour isolation period without the forty-eight (48) hour isolation period being restarted.

(c) At the conclusion of the mandatory forty-eight (48) hour isolation period, the isolated dog

or cat shall be examined by a veterinarian.

(d) Dogs or cats deemed healthy shall be issued a health certificate by a veterinarian prior to being removed from the isolation room.

(e) Any dog or cat showing evidence of having an infectious or contagious disease shall be placed under quarantine. Quarantined animals shall remain in the isolation room or be held in a separate quarantine room within the same facility until deemed healthy by a veterinarian and shall be issued a valid health certificate prior to being removed from the isolation or quarantine room.

(f) No animal presumed to be healthy shall be placed in an isolation room or quarantine room that is being used to hold sick or quarantined animals, domestic or otherwise.

(g) Any animal that is an owner surrender from a New England State or the State of New York, as defined in 330 CMR 30.02, shall be exempt from the requirements of isolation upon import.

(h) If for any reason the Organization's on-site isolation room or approved off-site isolation room is deemed non-operational, the Organization shall immediately notify the Department.

(2) Official Certificate of Veterinary Inspection (OCVI) - Any animal entering the Commonwealth under an import registration shall be accompanied by an OCVI prepared and issued no earlier than thirty (30) days prior to import into the Commonwealth by a USDA accredited veterinarian in the state of origin.

(a) The OCVI shall include, at a minimum, the following information about the animal:

1. breed;
2. sex;
3. age;
4. name, if applicable;
5. microchip number, tattoo, or other unique identification;
6. color and distinctive markings;
7. health status;
8. the place from which the animal was shipped into the Commonwealth, including the name and address of the shipper;
9. name and address of person(s) to whom each animal was shipped;
10. rabies, parvovirus, and distemper vaccination status; and
11. a statement that the animal appears to be free of infectious and contagious disease, including internal or external parasites, and exposure thereto.

(b) The OCVI shall state the name and import registration number of the Organization and the name and address of the approved isolation room accepting the animal for isolation upon import.

(c) Should any animal listed on the OCVI become ill subsequent to the issuance of the OCVI but prior to import, the OCVI shall be void and the animal may not be imported.

(d) The OCVI shall be void thirty (30) days after issuance.

### (3) Vaccinations

- (a) Any dog or cat imported into the Commonwealth for the purpose of transfer shall have a minimum of one (1) vaccine for Canine or Feline Parvovirus and Distemper administered between seven (7) to thirty (30) days prior to import into the Commonwealth.
- (b) Any dog or cat older than six (6) months of age shall be vaccinated against rabies by a licensed veterinarian as stated in M.G.L. c. 140, Section 145B.

### 30.09: Animal Transfer; Spaying and Neutering of Dogs and Cats

#### (1) No Organization may offer for sale, advertise, or transfer an animal unless:

- (a) the animal is eight (8) weeks of age or older;
- (b) has, within thirty (30) days before transfer, been examined by a veterinarian and has received a health certificate which states that the animal appears to be free of any signs of infectious or contagious disease, in accordance with 330 CMR 30.11(2)(i);
- (c) the Organization possesses the animal's complete individual animal record, in accordance with 330 CMR 30.11; and
- (d) the animal appears to be healthy at the time of transfer.

#### (2) No Organization may offer for sale, advertise, or transfer an animal which tests positive for or shows signs of any of the following conditions:

- (a) an infectious or contagious disease, including distemper, hepatitis, leptospirosis, coccidiosis giardiasis, parvo virus, or rabies;
- (b) any internal or external parasites, including heartworm; or
- (c) any significant behavioral concern, including signs of a temperamental or behavioral issue that may pose a safety risk to humans or other domestic animals.

(3) Any animal with serious behavioral issues, including but not limited to aggression, that constitute a safety risk to humans or other domestic animals shall not be transferred without first receiving training or behavior modification that mitigates the safety risk to the satisfaction of the Department, or in the alternative, the Organization may supply any prospective adopter with a written disclosure statement documenting the specific behavioral issues, provided the Organization has the prospective adopter sign an acknowledgment of receipt on the disclosure statement and an agreement requiring the adopter to employ the services of a professional dog trainer to provide training or behavior modification that mitigates the safety risk.

(4) Prior to transfer, the Organization shall provide the prospective adopter with a written disclosure statement identifying all known medical and behavioral issues and concerns pertaining to the animal; and at time of transfer, the Organization shall provide the prospective adopter with a partial animal record, consisting of at least the information required under 330 CMR 30.11(2)(a) through (m), as applicable. The partial animal record provided to a prospective adopter for an animal that was an owner surrender from another New England state or the State of New York does not need to include the OCVI, as described in 330 CMR 30.11(2)(j).

(5) An animal acquired by an Organization found to be affected by any non-contagious medical condition, such as nutritional or metabolic disease, fracture, lameness, or congenital abnormalities, shall be treated and stabilized by a veterinarian prior to being offered for sale or transfer.

(6) No Organization may transfer an animal with a non-contagious medical condition unless accompanied by a disclosure statement that includes the diagnosis, prognosis, and veterinarian's estimate of the potential cost to correct or maintain the animal with any such condition. The Organization shall obtain and retain a copy of this disclosure statement on which the prospective adopter has signed an acknowledgment of receipt.

(7) Any location where animal transfer occurs, including any off-site adoptions, shall meet all standards set forth in 330 CMR 30.06(1).

(8) Dogs and cats shall be spayed or neutered prior to adoption. Any dog or cat not of sufficient age to be a good candidate for spay or neuter surgery may be adopted out provided there is a sterilization clause in the Organization's adoption agreement. Such clause shall require the adopter either to have the animal deprived of the ability to produce offspring by the age of six (6) months or to return the animal to the care and custody of the Organization. By the time the dog or cat reaches six (6) months of age, the adopter shall have provided the Organization with written documentation from a veterinarian that the dog or cat has been spayed or neutered. The documentation verifying that the dog or cat has been spayed or neutered shall be retained by the Organization as part of the individual animal record. Organizations invoking the sterilization clause while transferring animals shall also comply with the provisions of M.G.L. c. 140, Section 139A.

(9) Failed Placement - Within fourteen (14) days of transfer, the adopter may have the animal examined by any veterinarian. If the veterinarian determines that the animal is affected by any medical or behavioral issue not included in the disclosure statement, the adopter may return the animal to the Organization for a refund of the entire adoption fee, or, if the Organization and the adopter both consent, a replacement animal.

#### 30.10: Reclamation of Owned Pets

(1) If the Organization comes into possession of any stray, lost, displaced, or apparently homeless animal from anywhere within the Commonwealth, the Organization shall report this to the local Animal Control Officer in the Municipality where the animal was found. Any such dog shall remain in the custody and control of the Animal Control Officer for a minimum of seven (7) days, or for a different length of time as required by applicable law, in accordance with M.G.L. Chapter 140, Section 151A.

(2) The Organization, upon acquisition of such animal, shall immediately check for microchips, identification tags, or any other form of identification, and shall document the findings in the animal's individual animal record.

(3) The Organization shall make every reasonable effort to locate and notify the owner of an identified animal and to facilitate its return.

### 30.11: Records (1) Records

shall be kept in accordance with these regulations and this section and shall be made available for review by the Department during any inspection or upon request.

(2) Individual Animal Records – The Organization shall keep a complete copy of the record of each animal in its custody. The record of each animal shall, at a minimum, include the following information:

- (a) breed;
- (b) sex, and reproductive status, and, if spayed or neutered, the date and name of the veterinarian performing the surgery;
- (c) age;
- (d) name, if applicable;
- (e) microchip number, tattoo, or other unique identification; (f) color and distinctive markings; (g) health status;
- (h) history of vaccinations administered, including rabies vaccination;
- (i) health certificate verifying that the animal was examined by a veterinarian within thirty (30) days prior to transfer. The health certificate shall state:

- 1. the date of inspection;
- 2. that the animal appears free of any signs of infectious or contagious disease;
- 3. type and date of vaccinations and medical treatment given;
- 4. the animal's current health status; and
- 5. the veterinarian's diagnosis of medical condition and treatment prescribed.

- (j) if the animal was imported into the Commonwealth, a copy of the animal's Official Certificate of Veterinary Inspection;
- (k) all prophylactic, therapeutic medications, and all other medications administered to the animal, identified by name of drug, dosage, and dates and duration of administration;
- (l) for all dogs, a behavioral assessment of the animal completed by the Organization or provided professionally documenting behavioral concerns or temperament issues that may pose a safety concern for humans or other domestic animals;
- (m) disclosure statement with a signed acknowledgment of receipt;
- (n) the name and address of the Organization or individual from whom the animal was obtained, and the date of receipt;
- (o) the name and address of person to whom the animal was transferred, and the date of transfer; and
- (p) the mortality of any animal and the cause, if known, including euthanasia.

(3) The Organization shall provide information from the individual animal record in a format requested by the Department, or they may choose to use the standard animal record form provided by and available from the Department.

(4) Records Retention – Records must be maintained for a period of thirty-six (36) months from the date created unless otherwise directed by the Department.

#### 30.12: Inspections and Quarantines

(1) In accordance with M.G.L. Chapter 129, Section 7, the Department shall have the right to inspect any shelter or facility, and the animals therein, during normal operating hours. Additionally, the Department shall be given access to and the right to inspect and copy any and all records pertaining to the animals that are the subject of these regulations.

(2) Any Shelter, facility, or foster home required to maintain a kennel license in accordance with M.G.L. Chapter 140, Section 137A, is subject to inspection by the Animal Control Officer of the Municipality in which the shelter, facility, or foster home is located.

(3) The Department may, in accordance with M.G.L. c. 129, issue an order of quarantine to restrict movement of any or all of the following:

- (a) all animals;
- (b) a particular species of animal;
- (c) a particular group of animals;
- (d) dogs and cats imported into the Commonwealth in violation of M.G.L. c. 140, Section 138A, 330 CMR 3.00, or 330 CMR 30.00; or
- (e) an individual animal, to or from any location used by an Organization, based on health concerns including:
  - 1. excessive parasitism;
  - 2. poor body condition; or
  - 3. presence of, or exposure to, infectious or contagious disease.

#### 30.13: Registration Denial, Suspension, or Revocation; Penalties; Relinquishment of Ownership

(1) Enforcement Orders - The Department may issue an order to any person not in compliance with 330 CMR 30.00.

(2) Suspension or Revocation - The Department shall have the authority to suspend or revoke an Organization's registration or import registration after a full and fair hearing, and upon finding that the Organization has not complied with the provisions of 330 CMR 30.00.

(3) Administrative Fines - The Department may assess administrative fines in accordance with M.G.L. c. 129, Section 37.

(4) The Department may order the transfer of any animal in the custody of any person or Organization found in violation of any provisions of M.G.L. c. 129 or 330 CMR 30.00 to a compliant Organization.

#### Authority

M.G.L. c. 129, §§2, 37, and G.L. c. 140, § 139A.



**Appendix B: Inter-Municipal Agreement Statute - M.G.L. Ch. 40§4A**

The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section. For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established under chapter 40N or by special law, a county, or a state agency as defined in section 1 of chapter 6A.

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this section shall prohibit any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement.

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

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## Appendix C

### Interim Inter-Municipal Agreement Palmer Interim Regional Dog Pound

This agreement (the "Agreement") is made as of the date of execution by all parties and pursuant to Mass. Gen. Laws ch. 40, S 4A, by and between the TOWN OF PALMER, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 4417 Main Street, Palmer, MA 01069 ("Palmer"); the TOWN OF MONSON, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 110 Main Street, Monson, MA 01057 ("Monson"); the TOWN OF WARE, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 126 Main Street, Ware, MA 01082 ("Ware"); the TOWN OF WARREN, a Massachusetts municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 223 Brimfield Rd., Warren, MA 01083 ("Warren"); and the TOWN OF HARDWICK, a Massachusetts municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 307 Main St, Gilbertville, MA 01031 ("Hardwick").

WHEREAS, the Towns agree to participate in a regional approach to sheltering animals, providing animal control sheltering services ("Services") to the Towns through an Interim Animal Control Shelter Program ("Program") at the "Palmer Municipal Dog Pound" ("Pound") located at 1015 Bridge Street, Palmer, MA 01069; and

WHEREAS, the Select Board and the Town Council of the Towns designate Palmer as the "Lead Community" for purposes of procuring a replacement animal control facility in which to provide the Services and the Program; and

WHEREAS, the Towns agree to work cooperatively and expeditiously with the Lead Community to advance animal control service operations through regional cooperation and to seek all necessary legislative and other governmental approvals from their respective governmental bodies authorizing them to enter into a 1-year pilot interim agreement with the Lead Community committing each Town's annual per capita assessment to the Lead community for purposes of procuring and operating a facility where the Services and the Program are provided;

WHEREAS, the Towns agree to work cooperatively toward potentially building a regional animal control facility that is fully compliant with state and local regulations and capable of serving on a regional capacity.

NOW THEREFORE, the Towns hereto mutually agree as follows:

1. DESIGNATION OF LEAD COMMUNITY: The Towns designate Palmer as the "Lead Community" for purposes of procuring a long-term replacement animal control facility in which to provide the Services and the Program. The Towns authorize Palmer, as the Lead Community, to take the steps necessary to procure and operate a short-term replacement facility in which to

provide the Services and the Program, in the event the current facility is displaced prior to the availability of the long-term replacement facility.

2. **ADMINISTRATION OF FINANCIAL MATTERS:** Palmer shall administer all financial and personnel matters through its Public Safety Department relating to the Services and the Program, including but not limited to employee contracts and contracts with all service providers.
  - a. Pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A, Palmer shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received pursuant to the Agreement. Periodic financial statements shall be issued to all participating municipalities. Costs of the preparation of financial statements shall be considered an expense of the Program.
  - b. Palmer shall submit to the Animal Cross-Border Control Committee ("Committee") a quarterly statement of expense incurred and the Committee shall authorize payment therefore. In the event the Committee does not authorize payment, the expense may be presented to the Select Board of the Towns or its designee for approval. The concurrence of three (3) of the five (5) Towns shall be required to pay an expense.
  - c. Each Town shall maintain records of any costs incurred and reimbursements and contributions made relative to the dispatching services provided herein.
  - d. Any Audits required by Gen. Laws Ch. 40, Sec. 4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to Gen. Laws. Ch. 41, Sec. 50.
  - e. All records referenced above shall be available for inspection by each Town upon reasonable notice.
3. **TERM AND OPTION FOR RENEWAL:** This Agreement shall be for a term of one (1) year as a pilot scale, beginning October 1, 2015, and ending on June 30, 2016. At the end of Year One, the Towns may exercise a renewal option at its sole discretion for an additional three (3) year term with the approval of the Towns' Select Board or Town Council. If any Town decides that it will not renew, it must inform the others in writing at least ninety (90) days prior to the expiration of the Agreement. Upon renewal, the most recent per capita assessment shall remain in place until a different figure is agreed upon and approved by the Towns.
4. **ANNUAL PER CAPITA ASSESSMENT AND FEES:**
  - a. During the term of the Agreement, the Towns agree to pay to Palmer, as the Lead community, an annual assessment described in this Agreement, based on the number of residents in each community according to the most recent United State Census. The assessment monies shall be used for the purposes of procuring, securing, occupying, maintaining and operating a facility or facilities where the Services and the Program are provided, and for other reasonable and necessary expenses of the Services and the Program.
  - b. According to the U.S. Census bureau's 2010 Census, the population of the towns is as follows: Palmer - 12,140; Monson - 8,560; Ware - 9,872; Warren - 5,135; Hardwick - 2,990.

- i. Beginning October 1, 2015, to June 30, 2016 the annual assessment for Animal shelter services shall be \$1.00 per resident based on the 2010 U.S. Census. The assessment shall be \$2.00 per resident for Towns to use both Animal Control and Sheltering services.
- c. Based on population estimates, the annual assessment for each of the Towns beginning July 1, 2015 is as follows:

<b>TOWN</b>	<b>POPULATION x Cost</b>	<b>ANNUAL ASSESSMENT</b>
Palmer	12,140 x \$2	\$24,280
Monson	8,560 x \$2	\$17,120
Ware	9,872 x \$1	\$9,872
Warren	5,135 x \$1	\$5,135
Hardwick	2,990 x \$1	\$2,990
<b>TOTAL</b>	<b>38,697 pop</b>	<b>\$59,397</b>

- d. The Towns shall pay the annual assessment to Palmer in quarterly installments, on or before October 1st, January 1st, and April 1st. Palmer shall send each Town a quarterly invoice no later than thirty (30) days prior to the date that the assessment is due.
  - e. All funding is subject to annual appropriation by the appropriate authority of each of the Towns.
5. **ANIMAL CROSS-BORDER CONTROL COMMITTEE:**
- a. The designated "Public Safety Representative" or the appointed affiliate that oversees Animal control at each Town, together shall constitute the Animal Cross-Border Control Committee ("Committee"). The Committee shall provide fiscal and operational oversight over the Services and the Program for its respective town. The representative of the Town of Palmer, as Lead Community, shall serve as Chairperson of the Committee. The Committee shall designate a Vice Chair and Clerk and conduct all meetings in accordance with Massachusetts "Open Meeting Law". A quorum of three (3) members of the Committee must be present to hold a meeting and conduct business. The concurrence of a majority of the members present is required to approve of any motion.
  - b. The Committee shall be collectively responsible for establishing a mutually satisfactory standard format operational procedures relative to the handling of animal control matters in the Towns.
  - c. The Committee shall be responsible for setting performance standards, approving all financial matters and overseeing the performance of employees servicing its respective town.
  - d. The Public Safety Representative or the appointed affiliate of each individual community shall have direct oversight of program staff when staff is on duty within the respective town of the Public Safety Representative or appointed affiliate.
  - e. Any grant funding that becomes available shall be reviewed by the Committee and if appropriate, be applied for to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
  - f. Palmer shall submit to the Committee a quarterly statement of expenses incurred in furtherance of the Services and the Program, and the Committee shall authorize payment

therefore. In the event the Committee does not authorize payment, the expense may be presented to the Select Boards or Town Councils for approval. The concurrence of the three (3) of the five (5) Towns shall be required to pay an expense. Copies of the reports shall also be sent to the Towns in accordance with the notice provisions of Sec. 19 of this Agreement. Minutes shall be sent within seven (7) days of the date of the Committee's approval or acceptance of them.

6. **PERSONNEL STATUS:** All personnel hired to provide the Services and the Program shall be deemed to be employees of the Town of Palmer. It is anticipated the facility will include the following staff positions:
  - 1 FTE - Animal Control Officer/Site Director
  - 1 PTE - ACO Assistant
7. **ENFORCEMENT, FEES, LICENSING AND REPORTING:**
  - a. Citations: All citations for violations of the Massachusetts General Laws and the Towns' Code of Ordinances will be the responsibility of the Animal Control Officer of the respective Towns.
  - b. Collection of Fines: The Pound shall not collect any fines from town residents. Any fines set forth in citations issues pursuant to Paragraph A above shall be paid by the resident to the Town Clerk of the respective Towns or appealed in accordance with the town ordinances and the Massachusetts General Laws.
  - c. Holding Fee: The Pound shall collect a daily fee of \$25 from the time the animal is received by the Pound and retrieved from the Pound by the resident/owner of the animal.
  - d. Vet Fee: Vet fees are to be paid by the resident/owner directly to the vet if dog needs to be euthanized.
  - e. Animal Transport Fee: The Animal Control Officer from the respective town will be responsible for transporting animals to Pound. On an as-needed-basis, the Animal Control Officer/Site Director of Palmer will transport animals for a flat fee of \$50.
  - f. Reporting: The Pound shall submit quarterly reports to the Towns detailing the services performed in each Town, with a copy to the Committee.
8. **INDEMNIFICATION OF EMPLOYEES:** The Towns shall indemnify and hold harmless the employees providing animal control services from any actions, suits, damages or causes of action which may be brought as a result of the negligent acts of the Animal Control Officer/Site Director, the Committee or their agents or employees while enforcing the Towns' Animal Control Ordinances and the Massachusetts General Laws relative to the keeping of dogs within the confines of Palmer, Ware, Monson, Warren, and Hardwick, subject to the limits set out in Massachusetts General Laws chapter 258.
9. **PARTICIPATION BY OTHER COMMUNITIES:**
  - a. Palmer may enter into agreements with other communities to participate in the Program, providing that (1) the Site Director/ACO feels that he/she has the capacity to expand and include additional communities; (2) each such community agrees to pay the per capita assessment for Services on the same terms and conditions set forth in this Agreement;

and (3) the Committee has reviewed and approved the participation of any additional communities to the regional arrangement.

- b. The Towns agree that they will reach out to other communities in the area that might need animal control sheltering services. Notwithstanding the preceding paragraph, the Towns acknowledge that there might be other models through which another community could avail itself of the services provided by the Program. A unanimous vote of the Committee is required for any deviation from Sections 4 and/or 9(A) of this agreement.

#### 10. TERMINATION OF AGREEMENT

- a. It is expressly agreed and understood that each Town shall have the right to terminate this Agreement by giving the Committee and other Towns six (6) months' written notice prior to next Fiscal Year or no later than December 31st. Written notice shall be signed by the chief elected official of their municipality or their designee.
- b. In the event of termination of this Agreement, all originals of documents, data, papers, studies and reports prepared by any employee of the Program, or by any agent, associate, consultant, partner or servant of the Program, prepared under this Agreement, shall become the property of the Committee. Furthermore, such documents must be delivered to the Chairman of the Committee within three (3) business days of a written notice of termination of this Agreement.

11. **COST SAVING MEASURERS:** The Towns agree that they will explore options for reducing the costs of providing the Services and running the program.

12. **ASSIGNMENT OR TRANSFER:** None of the Towns shall assign or transfer their respective interests in this Agreement without prior written approval of the other Towns thereto.

13. **NON-DISCRIMINATION:** During the performance of this Agreement, the Towns agree as follows:

- a. In the performance of this Agreement, the Towns will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability family status or national origin. The Towns will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- b. In the event any Town's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and non-compliant Town may be declared ineligible to participate in the Program.

14. **CONFLICT OF INTEREST:** The Towns covenant that they have no interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner of degree with the performance of the services hereunder.

15. **VENUE, CHOICE OF LAW:** The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be



determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United State District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

16. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, the Towns, their agents, employees, officers, servants, consultants and subcontractors shall comply with ordinances, as well as all applicable rules, regulations and licensing requirements, promulgated by all local, state, federal and national boards, bureaus, associations, and agencies.
17. **AMENDMENTS:** This Agreement may be amended by only written instrument signed by the Chief Elected Official and every other Chief Elected Official of each Town, as required by law or charter, necessary to effect a binding agreement.
18. **AUTHORITY TO SIGN AND RECEIPT OF ALL NECESSARY GOVERNMENTAL APPROVALS:** By signing this Agreement, the Chief Elected Officials of each Town or its designee warrants and represents he/she has full authority to act on behalf of his/her Town, and that he/she has obtained all governmental approvals necessary to bind his/her Town to the terms and conditions of this Agreement, including the commitment to pay the annual assessment for the Services and the Program as described in Paragraph 4.

19. **NOTICES:** Any notices, reports and invoices required hereunder shall be sent to the following:

<b>Palmer</b>	<b>Ware</b>	<b>Monson</b>	<b>Warren</b>	<b>Hardwick</b>
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20. **ENTIRE AGREEMENT:** This Agreement represents the entire and integrated agreement among Palmer, Ware, Monson, Warren and Hardwick and supersedes all prior negotiations, representations or agreements, either written or oral.

Whereas the Town of Palmer, Monson, Ware, Warren and Hardwick desire to enter into this Agreement for the efficient operation of Regional Animal Control Sheltering Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of PALMER  
Town Council Chair or Designee

\_\_\_\_\_

Date \_\_\_\_\_

TOWN of WARE  
Select Board Chair or Designee

\_\_\_\_\_

Date \_\_\_\_\_

TOWN of WARRE  
Select Board Chair or Designee

\_\_\_\_\_

Date \_\_\_\_\_

TOWN of MONSON  
Select Board Chair or Designee

\_\_\_\_\_

Date \_\_\_\_\_

TOWN of HARDWICK  
Select Board Chair or Designee

\_\_\_\_\_

Date \_\_\_\_\_