



## SMALL TOWN SHELTER

### DCO AGREEMENT

Town of \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the municipal corporation organized and existing under the laws of the State of New York, herein referred to as the Town of \_\_\_\_\_ under the laws of the state of New York and the Small Town Shelter, organized and existing under the laws of the State of New York, and having its principle place of business at 118 Franklin Street, Sherman, New York hereinafter referred to as the STS.

#### WITNESSETH:

WHEREAS, the parties hereto desire to enter into an agreement pursuant to the Section 115 of the Agriculture and Markets Law of the State of New York, to provide for the care and sheltering of dogs found within the Town of \_\_\_\_\_, New York, placed in the custody of the STS by the Animal Control Officer or Dog Control Officer, hereafter referred as the ACO/DCO.

NOW, THEREFORE, it is AGREED as follows:

1. The STS agrees to maintain its place of business and provide adequate care and sheltering of dogs.
2. The ACO/DCO or any other person authorized by the town shall sign a DL-18 form at the STS during time of placement and provide all necessary information and documentation e.g. date, location of pick up, breed of dog, etc. as may be required by law. ACO/DCO is not responsible for the \$15 processing fee for the DL-18 form.

3. The ACO/DCO requires verification of licensure upon release to the owner. In the event the animal is not licensed, the owner will be required to obtain such documentation with the town clerk.
4. The ACO/DCO must make an appointment prior to the surrender. Stray dogs surrendered are to be held by the town for a redemption period required by law prior to the surrender.
5. The town agrees to pay the STS fees, costs, and charges as follows;
  - a. The sum \$10 for the 1<sup>st</sup> impound offense plus an additional \$3 per day until the dog is claimed.
  - b. The sum of \$20 for the 2<sup>nd</sup> impound offense plus an additional \$3 per day until the dog is claimed.
  - c. The sum of \$30 for the 3<sup>rd</sup> impound offense plus an additional \$3 per day until the dog is claimed.
  - d. The sum for fees occurred to stabilize the animal if needed. In the event that treatment is not provided and the owner has come forward to claim the animal, and the animal is not in the same condition, legal issues may occur.
  - e. The sum for, if/or when, the dog may require euthanasia and cremation.
  - f. In the event the ACO/DCO or an officer of the Police Department leaves an animal in the care of the STS the town will pay a per diem fee for each animal. STS must be notified of criminal charges pending.
6. In the event of the town enacting any changes to the policy and procedures, a written request is required from the town of such provisions. STS is not responsible for changes until the written notice has been received.
7. The town is required a payment of \$300 as a retainer fee to the STS at the time of this contract and will replenish funds when they have decreased to \$100. STS will provide a record of transactions.
8. STS and the town both agree that there shall be no experimentation or cruelty to animals while in the custody. STS will not accept Animal Impound Cruelty cases unless placement is by the Police Department.
9. STS will place animals into adoption if they have not been claimed. Spay/neuter fees are covered in adoption fees.

STS is a low volume shelter with a maximum of 6 holding beds and will not accept owner surrenders unless otherwise specified. STS purpose is to alleviate the stress of small-town Municipalities.

The terms of this agreement shall be effective until the town or STS has rescinded agreement which requires written verification of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the duty of authorized officers as of the day and year first above written.

Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 2022.

Town of \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Sworn to me this \_\_\_\_ day of \_\_\_\_\_ month, and \_\_\_\_ year.

Small Town Shelter

By \_\_\_\_\_

Kelly Thornton  
Dog Control Officer-DCO