

**BRĂILA LOCAL CITY COUNCIL**

SERVICE FOR PUBLIC UTILITY,  
ADMINISTRATION AND  
LOCAL MANAGEMENT

Brăila, 39 Mărășești Street, phone/fax 0040239611682

No. \_\_\_\_\_ / \_\_\_\_\_ **2013**

**M E T H O D O L O G Y**

**for the long-distance adoption of dogs found in shelters managed by  
the Brăila Service for Public Utility, Administration and Local Management)**

*The procedure is drawn up according to the provisions of Ch. 8 of the GD (Government Decree) no. ....../2013 regarding the approval of Application Norms of GEO (Government Emergency Ordinance) no. 155/2001 concerning authorizing the programme for managing dogs without owners, with modifications and completions*

**A. GENERAL PRESENTATION**

**Art. 1** (1) Starting with the 8<sup>th</sup> lodging day of dogs without owners in the public shelter, they can be long-distance adopted by legal and physical persons in the country or abroad.

(2) Long-distance adoption is achieved by filling in a commitment – declaration, a model of which is provided in annex no. 1 to the present methodological norms.

(3) The form provisioned in paragraph (2) can be filled in and signed in electronic format as well, without the adopters' presence being necessary.

(4) Long-distance adopted dogs must be identified, enlisted in the Evidence Register of dogs without owners, cleansed of parasites, vaccinated, sterilized and relocated in other especially designated cages.

After filling in the long-distance adoption form and identifying the dogs adopted by means of this procedure, the service specialized in managing dogs without owners has to

prolong the sheltering duration for adopted dogs for the time during which the adopter fulfils the material obligations assumed in the long-distance adoption declaration.

The services specialized in managing dogs without owners are under the obligation to notify the long-distance adopter, within 2 working days, of any change that may come up in the health condition of the adopted dog.

**Art. 2** (1) Persons who long-distance adopt dogs without owners must cover all necessary costs to maintain dogs in shelters. Payment of lodging and care, except for medical treatments, must be made at least 30 days in advance.

(2) Expenses for lodging and care in public shelters of dogs without owners, which have been long-distance adopted, are regulated by the Decision of the Brăila Local City Council no. 18/30.01.2014, established at 94.71 lei/dog/month.

(3) When establishing the sum provisioned in paragraph (2), the following cost issues were estimated: dry food, veterinary drugs, personnel costs, utilities, materials.

(4) The estimated cost list issued by the S. V. F. S. N. A. (Sanitary Veterinary and Food Safety National Authority) will have to be consulted, in order to obtain information about dry food, veterinary drugs and some materials, according to market prices.

(5) Costs of occasional medical treatments will be communicated to long-distance adopters by the service for managing dogs without owners, before the treatments are performed; the decision to have the dog treated and, implicitly, to cover the costs related to medical treatments must be made by the adopter, who has to express it within 24 hours from being notified, and he/she must cover the expenses within 5 days from the end of treatment.

(6) The service for managing dogs without owners has to use the donations made by long-distance adopters exclusively for the lodging, care and occasional treatment of dogs adopted via this procedure.

(7) Long-distance adoption ceases if the adopter fails to observe, for an interval of 14 consecutive working days, the obligations assumed in the long-distance declaration, or if he/she does not communicate the decision to have the dog treated and, implicitly, to cover the costs related to medical treatment provisioned in paragraph (5).

(8) The number of long-distance adopted dogs per person is not limited in any way.

**Art. 3.** (1) The service for managing dogs without owners has to satisfy long- distance adoption demands within shelter capacity.

(2) Until all dogs are removed from Brăila City territory, the number of long-distance adopted ones cannot constitute more than a third of the places available in shelters.

(3) For the duration of residing in public shelters, long-distance adopted dogs without owners can be at any moment taken by the adopters or they can be adopted according to the conditions provisioned in the application norms of GEO no. 155/2001 with modifications and completions (in art. 22), with the long-distance adopter's consent.

**B. THE OBLIGATIONS OF THE BRĂILA S.P.U.A.L.M.  
(Service for Public Utility, Administration and Local  
Management)**

**Art.4. So as to achieve the long-distance adoption procedure, the BRĂILA S.P.U.A.L.M. is under the following obligations:**

- (1) – to make up the individual card of dogs, in the care of the veterinary doctor, which includes identification data of the dog (the document is filled in at the moment of admitting the dog into the shelter and afterwards);
- (2) – to photograph the dog and uploading both the dog's photo and its identification data on the Brăila S.P.U.A.L.M.;
- (3) – to contact NGOs with a view to finding some potential adopters;
- (4) – to allow potential adopters access into the shelter, as a consequence of their written request, in order to adopt animals;
- (5) – to inform citizens, by any means available, on the possibility of long-distance adoption and on the conditions established for it to be achieved, to display forms and lodging conditions of dogs in specialized shelters, including to clearly state the costs related to such a procedure, which were approved by the Brăila City Council;
- (6) – to provide, in electronic format, documents and information, including the model of adoption contract, in the case of persons who do not live in the city of Brăila;
- (7) – to admit / register adoption requests, obligatorily accompanied by the declaration on one's own responsibility that they possess the material means to support the dogs with a view to adopting them; in the case of people living outside Brăila, the scanned and signed documents will be sent via e-mail, accompanied by the related documentation, and they will have to be brought in the original within 30 days in order to be compared to the papers sent/signed;
- (8) – to draw up the adoption Commitment – Contract, according to the model provisioned in the present methodology, annex no. 3, and to enlist it in the REGISTER OF LONG-DISTANCE ADOPTIONS, after being signed by the parties, so as to make it possible to

compel the adopter to fulfil contract obligations, respectively, to cover the costs established for care, lodging and sanitary-veterinary services at the level of shelters managed by the Brăila S.P.U.A.L.M.;

(9) – to provide care and lodging services for the adopted dogs in shelters administered according to sanitary-veterinary norms;

(10) – to provide sanitary-veterinary services for the adopted dogs, according to the related legal norms;

(11) – to inform the adopter, within 2 working days, on any occasional change in the health condition of the adopted animal and, according to the situation, as many times as needed, on the necessity to provide treatments that entail additional costs, on the animal's evolution, and other such data;

(12) – to notify the adopter of costs related to medical treatment as soon as it was completed, and the animal is in good health;

(13) – to inform the adopter on the request for the animal to adopted at the living place or on the death of the adopted animal;

(14) – to register, in evidence books, the termination of the long-distance adoption commitment-contract in case the adopter does not fulfil, for 14 consecutive days, the obligations assumed in the long-distance adoption declaration, or if he/she does not communicate consent to have the dog treated and, implicitly, to cover costs related to medical treatments.

### **C. ADOPTER'S OBLIGATIONS**

**Art.5.** (1) – to cover, after having signed the adoption commitment-contract, the care costs of at least a month, observing the payment deadline, respectively until the 25<sup>th</sup> of the following month;

(2) – to communicate contact data and, according to the situation, to immediately notify the other contract party of any change in such data so as not to hinder urgent notices of the service for managing dogs without owners, related to the health condition of the animal;

(3) – within 24 hours from being notified of the necessity to perform medical treatment, to express consent or not about covering the costs related to medical treatment;

(4) – In the case of a favourable answer in paragraph (3), to pay for the medical treatment performed, within 5 days since they ended, and since being communicated the amount of money by the service for managing dogs without owners;

(5) – to communicate, in due time, by means of a written notice signed by the adopter and registered at the headquarters of the service for managing dogs without owners, the impossibility to pay for the costs established for dogs' lodging and care, in order to have the contract terminated;

(6) – to yearly renew the declaration on one's own responsibility (annex no. 4) regarding the possibility to bear the financial cost established for services related to care and lodging of the adopted dog.

#### **D. THE RIGHTS OF THE BRĂILA S.P.U.A.L.M.**

**Art.6.** (1) – to establish the long-distance adoption fee and to submit it to the Brăila Local City Council for approval;

(2) – to cash in the related costs and to ensure good management of such money;

(3) – to terminate the long-distance commitment-contract if its provisions are not observed.

#### **E. THE LONG-DISTANCE ADOPTER'S RIGHTS**

**Art. 7.** (1) – to visit the shelter and select the dog(s) he/she wishes to long-distance adopt;

(2) – to be informed on the adoption methodology established by the Brăila Local City Council, as well as on other normative documents;

(3) – to visit the adopted dog(s) on days and during intervals established for public visitation and to be notified of the dog's health condition;

(4) – to remove the dog from shelter evidence, giving up lodging and care services offered, only when observing all conditions provisioned in current normative documents related to dog adoption (proof of owning a living space, of income, other documents), as well as only if informed on the responsibilities and the sanctions for abandoning adopted animals, provisioned by the law;

(5) – to be periodically notified of the animal's health condition, being made aware, within 2 working days, of any medical change in it.

#### **F. FINAL DISPOSITIONS**

**Art.8.** – With a view to achieving adoption, the Brăila S.P.U.A.L.M., by means of its legal representative and the adopter will sign an Adoption Commitment – Contract, according to the following framework model provision in the current methodology in annex no. 3.

## **CONCLUSIONS :**

1. THE ADOPTER may visit the S.P.U.A.L.M. shelters or website, choosing the dog(s) that he/she wants to adopt long-distance.
2. THE ADOPTER fills in and has the adoption request and the declaration registered, or, if the case may be, he/she scans the documents and sends them in electronic format.
3. S.P.U.A.L.M. registers and signs the commitment – contract, and fills in the long-distance adoption register.
4. S.P.U.A.L.M. provides lodging for the dogs selected in special spaces designated for long-distance adoption, ensuring care, cleanliness, and medical assistance according to norms, using the fee paid by the adopter to such end.
5. THE ADOPTER may visit the adopted dog(s) during working hours, the schedule being on display, observing internal regulations of the shelter.
6. S.P.U.A.L.M. periodically informs the adopter on the animal's health condition and, within a maximum of 2 working days, on any change in its condition, on the necessity to perform treatment, as well as on the cost of such a treatment.
7. THE ADOPTER communicates consent to have treatment performed and covers its costs within a maximum of 5 days since the end of the treatment.
8. THE ADOPTER communicates, in due time, any change regarding contact data, or termination of contract.
9. S.P.U.A.L.M. terminates the adoption contract if its provisions are not observed regarding payment of care or treatment costs.
10. Care and lodging costs may be paid in the following bank account: RO02 TREZ 1515 028X XX00 0327, Trezoreria Brăila, BENEFICIAR SUPAGL Brăila, CIF 15216313 (Romanian) / RO02 TREZ 1515 028X XX00 0327, Brăila Treasury, BENEFICIARY Brăila S.P.U.A.L.M., SRC (Sole Registration Code) 15216313 (English). Payments in euro may be made in the bank account RO39BTRLEURCRT00G0402501 opened at Banca Transilvania, sucursala Brăila / The Transilvania Bank, Brăila branch.

## **ANNEXES :**

1. Commitment – Declaration regarding long-distance adoption.
2. Commitment – Contract regarding long-distance adoption.
3. Declaration regarding the possession of material resources to cover adoption expenses.