

SHELTER AGREEMENT

This **SHELTER AGREEMENT** is effective the 1st of January, 2025, between the CITY OF OSWEGO, a municipal corporation, organized and existing under the laws of the State of New York (the "CITY"), and the TOWN OF HANNIBAL, a municipal corporation, organized and existing under the laws of the State of New York, (the "TOWN").

WHEREAS, the City of Oswego maintains an Animal Shelter for the boarding, adoption or disposition of dogs and cats in accordance with the NYS Agriculture and Markets Law (AML); and

WHEREAS, the TOWN has requested an Agreement with the CITY for the boarding, care, adoption, and disposition, of dogs from the TOWN; and

WHEREAS, the parties are desirous of setting forth an Agreement in writing concerning this matter;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the promises and covenants herein contained, the parties agree as follows:

1. The CITY hereby agrees to board, care for, and dispose of dogs brought to the Oswego Animal Shelter by the TOWN Dog Control Officer in accordance with redemption periods established by NYS Agriculture and Markets Law, defined in the Redemption Schedule attached to and made part of this Agreement as *Schedule A*.
2. The CITY agrees to automatically transfer ownership of any and all dogs in the care of the Oswego Animal Shelter after the mandatory redemption period or legal hold has expired. Redemption periods can be shortened if ownership is relinquished by the legal owner.
3. The TOWN understands that if a dog is impounded due to an AML Article 26 violation or pending a Dangerous Dog hearing, the CITY must hold the dog until the case is dismissed by the court, or ownership is relinquished by the legal owner. The TOWN is responsible for all boarding fees associated with any dog they bring to the animal shelter, regardless of length of stay. The TOWN Dog Control Officer shall communicate any information about the court case (arresting officer, ADA information, date of court appearances) directly to the CITY Director of Animal Control so that she may inquire about the status of the case.
4. The TOWN shall be responsible for any and all emergency medical expenses required by the NYS AML that are incurred during the mandatory hold period.

5. The TOWN Dog Control Officer shall be responsible for transporting dogs for necessary emergency veterinary evaluation and treatment required by NYSAML BEFORE bringing the dog to the animal shelter.
6. The TOWN shall pay for services according to the Fee Schedule attached to and made part of this Agreement as *Schedule B*. Fees may be revised at the discretion of the City of Oswego Common Council, and notice of any revised fees shall be provided to the TOWN by the CITY.
7. The TOWN agrees to pay all applicable fees contained in Schedules A & B within thirty (30) days of being invoiced by the CITY for the expenses incurred under this Agreement.
8. This Agreement shall continue for a period of 4 years, expiring on December 31, 2028. The parties herein may terminate this Agreement upon fifteen (15) days written notice given by the CITY to the TOWN or by the TOWN to the CITY. Any sums due the CITY from the TOWN shall be paid before the termination date.
9. Any dispute arising from the application, enforcement or interpretation of this Agreement may be referred to a court of competent jurisdiction located within the County of Oswego to resolve any such dispute.

IN WITNESS WHEREOF, the parties have placed their hands and seals on the day first above written.

CITY OF OSWEGO

By: Robert A. Corradino, Mayor

Dated: _____

TOWN OF HANNIBAL

By: Tara H. Clark, Supervisor

Dated: 12/23/24

Schedule B

City of Oswego Animal Shelter Town Contracts

Fee Schedule

(Effective January 1, 2025)

Boarding Fees:

Animal	Boarding Fees (accrued daily until animal is claimed by its owner or redemption period expires)
Dogs	\$15/day
Dangerous/Aggressive dogs	\$30/day
Cats (Minetto and Fulton only)	\$12/day

If an animal is accompanied by a signed transfer or ownership or owner surrender form, the town will only be charged the transfer fee, and no accompanying boarding fees will be incurred, as the City of Oswego is not legally obligated to hold said animal.

****PLEASE NOTE: Owner surrender forms must be signed by the LEGAL OWNER of the animal. Family members or friends cannot legally surrender an animal. If an animal comes with an invalid surrender form, the animal will still be held for the mandatory redemption period****

Transfer Fees: (assessed at the end of a redemption period or hold - not applicable if animal is redeemed by its owner)

Animal Type	Transfer Fee
Dog	\$200
Cat	\$100

Disposal of Dead Animals (domestic animals hit by car, died in house fire, etc):

Animal	Disposal/Cremation fee
Dogs	\$100
Cats	\$50

Schedule A

City of Oswego Animal Shelter Town Contracts

Hold and Redemption Schedule

Animal	Redemption Period (minimum)
Unidentified/Unlicensed dogs	*5 days
Licensed and identified dogs	*10 days
Bite Hold/Rabies quarantine animals (cats and dogs)	10 days or until released by Oswego County
Dangerous dog pending court hearing	Until we receive written permission by the court to release animal for disposition
Article 26 seizure (abandoned, cruelty, etc)	Until dog is surrendered by owner OR Until we have written permission to release animals from the town because charges are not being pursued, or until we receive a written order from the court
Stray Cats (Minetto and Fulton)	*5 days

*All redemption periods MUST end on a business day. If the last day of the hold falls on a weekend or holiday, the hold is extended to the end of the next business day. According to the Agriculture and Markets law, redemption periods must end on business days.

*PLEASE NOTE: REDEMPTION PERIODS AND COURT HOLDS CAN BE SHORTENED IF OWNERSHIP IS RELINQUISHED IN WRITING BY THE **LEGAL OWNER***