



**OFFICE OF THE SHERIFF
ORLEANS COUNTY**

400 Public Safety Bldg.,
13925 State Route 31
Albion, New York 14411-9386

**CHRISTOPHER M. BOURKE
SHERIFF**

Orleanscountyny.gov/sheriff

**JEFFREY A. GIFALDI
UNDERSHERIFF**

**ROBIN E. RIEMER
CHIEF DEPUTY**

**SCOTT D. WILSON
JAIL SUPERINTENDENT**

Administrative Offices :
P-(585) 590-4142
F- (585) 590-4178

911/Communication Center :
P- (585) 589-5527
F- (585) 589-6761

County Jail:
P-(585) 589-4310
F- (585) 589-2522

To: Town Supervisors

From: Sheriff Christopher M. Bourke

Date: October 1, 2021

Re: Animal Control Services-MOU

Enclosed please find three (3) copies of the Memorandum of Agreement-Animal Control Services. Please review, sign and send back all three (3) copies to the address below.

Orleans County Sheriff's Office
13925 State Route 31 Suite 400
Albion, NY 14411
Attn: Julie Papalia

Upon execution and approval your Town will receive one (1) original back.

The purpose of this is fulfilling and following the *Local Law No. 3* of the year 2017 entitled "A Local Law For Dog Control Law of the County of Orleans" This Local Law was adopted by the Orleans County Legislature on, October 25, 2017 by the adoption of *Resolution No. 389-1017*.

The County Dog Control Officers will investigate complaints and serve appearance tickets upon violators as warranted under the provisions of the County Local Law. Any prosecution under the County Local Law shall be the responsibility of a Town's designated attorney, however, all money collected by a Town Court as fine or penalty shall become the property of the Town in which the enforcement proceeding was prosecuted.

On November 13, 2017 a County wide Town Supervisors letter was sent notifying all Towns. It has come to our attention upon further review that a signed MOU needs to be on file.

The Orleans County Sheriff's Office has succeeded in this undertaking task that took effect January 1, 2018. We thank each of you for your patience. If your Town Attorney has any questions, please have your counsel contact County Attorney Katherine Bogan, Esq.

Respectfully,

Christopher M. Bourke
Christopher M. Bourke
Orleans County Sheriff

MEMORANDUM OF AGREEMENT

BETWEEN

ORLEANS COUNTY SHERIFF'S OFFICE

**13925 State Route 31 West
Suite 400 Albion, NY 14411**

AND

**TOWN OF YATES
8 South Main Street
PO Box 484
Lyndonville, NY 14098**

**TOWN OF SHELBY
4062 Salt Works Road
Medina, NY 14103**

**TOWN OF MURRAY
3840 Fancher Road
Holley, NY 14470**

**TOWN OF RIDGEWAY
410 West Avenue
Medina, NY 14103**

**TOWN OF KENDALL
1873 Kendall Road
PO Box 474
Kendall, NY 14476**

**TOWN OF GAINES
14087 Ridge Road
Albion, NY 14411**

**TOWN OF CLARENDON
PO BOX 145
Clarendon, NY 14429**

**TOWN OF CARLTON
14341 Waterport Carlton Road
Albion, NY 14411**

**TOWN OF ALBION
3665 Clarendon Road
Albion, NY 14411**

**TOWN OF BARRE
14317 West Barre Road
Albion, NY 14411**

ANIMAL CONTROL SERVICES AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA), as entered into between the, ORLEANS COUNTY SHERIFF'S OFFICE and the Town/s of YATES, SHELBY, MURRAY, RIDGEWAY, KENDALL, GAINES, CLARENDON, CARLTON, ALBION, AND BARRE shall take effect upon signing by all parties and in remain in effect after with no expiration for the purpose of fulfilling and following the Local Law No. 3 of the year 2017 entitled "A Local Law For Dog Control Law of the County of Orleans". This Local Law was adopted by the Orleans County Legislature on October 25, 2017 by the adoption of Resolution No. 389-1017 and has been filed with the New York State Department of State.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

WHEREAS, Local Law No. 3-Intro of the year 2017 was introduced at a regular meeting of the Orleans County Legislature held on August 23, 2017 and a Public Hearing was held on September 27, 2017, at which time all interested persons wishing to speak were heard.

WHEREAS, enacted Local Law No. 3 had the effective date of January 1, 2018 and stated that the County Animal Control Officers will investigate complaints and serve appearance tickets upon violators as warranted under the provisions of the County Local Law. Any prosecution under the County Local Law shall be the responsibility of a Town's designed attorney, however; all monies collected by a Town Court as fine or penalty shall become the property of the town in which the enforcement proceeding was prosecuted.

WHEREAS, pursuant to the provisions of the Agriculture & Markets Law of the State of New York, by and between the TOWN/S OF YATES, SHELBY, MURRAY, RIDGEWAY, KENDALL, GAINES, CLARENDON, CARLTON, ALBION, AND BARRE, a municipal corporation in the State of New York, hereinafter referred to as the "Town", party of the first part; and ORLEANS COUNTY, a municipal corporation in the State of New York, hereinafter referred to as the "County", party of the second part.

NOW THEREFORE, in consideration of the premises, the Town/s hereinafter particularly described, hereby covenant and agrees as follows:

1. The County through its duly appointed agents and employees within the corporate limits of the Towns and County will carry out the duties and responsibilities of Animal Control Officer in the enforcement of the provisions of Article 7 of the Agriculture & Markets Law and any rules and regulations promulgated pursuant thereto.
2. The County will provide and maintain a shelter or pound for seized dogs, will properly care for all dogs in such shelter and will humanely euthanize or make available for adoption, seized dogs not redeemed as provided in Article 7 of the Agriculture & Markets Law. Such shelter shall, at all times during the term hereof, be under the care and charge of a competent employee and shall be open to the public at reasonable hours.
3. The County will follow the provisions of Article 7 of the Agriculture & Markets Law and any rules and regulations promulgate pursuant thereto in relation to seizure, holding care, redemption and disposition of seized dogs.
4. The County will file and maintain a complete record of any seizure and subsequent disposition of any dogs in the manner prescribed by the Commissioner of Agriculture & Markets as well as any other records required by Article 7.
5. The County will retain any impoundment fees and other monies collected in carrying out the provisions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date opposite the respective signatures of the parties

Orleans County Sheriff's Office
By: _____
Christopher M. Bourke
Sheriff
Dated: _____

County of Orleans
By: _____
Lynne Johnson
Legislature Chairmen
Dated: _____

By: _____
Katherine Bogan
County Attorney
Dated: _____

Town of Yates/Town Supervisor
By: _____
James Simon
Dated: _____

Town of Shelby/Town Supervisor
By: _____
Jeff Smith
Dated: _____

Town of Murray/Town Supervisor
By: _____
Joseph Sidonio
Dated: _____

Town of Ridgeway/ Town Supervisor
By: _____
Brian Napoli
Dated: _____

Town of Kendall/ Town Supervisor
By: _____
Tony Cammarata
Dated: _____

Town of Gaines/ Town Supervisor
By: _____
Tyler James Allport
Dated: _____

Town of Clarendon/Town Supervisor
By: _____
Richard Moy
Dated: _____

Town of Carlton/Town Supervisor
By: _____
Gayle Ashbery
Dated: _____

Town of Albion/ Town Supervisor
By: _____
F. Richard Remley
Dated: _____

Town of Barre/Town Supervisor
By: _____
Sean P. Pogue
Dated: _____

**SIGN
HERE**

