



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 11/02/15 07:00 PM

17-2

2015 RESOLUTION APPROVAL

INTERLOCAL AGREEMENT - ANIMAL CONTROL SERVICES

WHEREAS, there is a need to enter into a interlocal agreement between the City of Clifton and the Township of Bloomfield for animal control services; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council, of the Township of Bloomfield, County of Essex, State of New Jersey that the Mayor is hereby authorized to enter into the attached agreement with the City of Clifton.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on November 02, 2015.

Louise M. Palagano
Municipal Clerk of the Township of Bloomfield

Michael J. Venezia
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion No Vote		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

APPROVED AS TO FORM AND PROCEDURE ON BASIS OF FACTS SET FORTH

Brian J. ...
DIRECTOR OF LAW / TOWNSHIP ATTORNEY

**AGREEMENT BETWEEN CITY OF CLIFTON
AND
TOWNSHIP OF BLOOMFIELD**

THIS AGREEMENT, made as of this 20th day of October 2015, by and between **CITY OF CLIFTON**, a body politic and corporation of the State of New Jersey, part of the first part, hereinafter referred to as the "Clifton"; and

TOWNSHIP OF BLOOMFIELD, a municipal corporation of the State of New Jersey, party of the second part, hereinafter referred to as "Bloomfield".

WITNESSETH:

WHEREAS, Bloomfield is desirous of employing the services of Clifton's Animal Control Officer; and

WHEREAS, the Governing Body of Bloomfield has agreed to accept Clifton's offer to provide Animal Control Officer services;

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual terms, conditions, and covenants contained herein, agree as follows:

1. Bloomfield hereby engages Clifton to provide services of a State Certified Animal Control Officer for the **TOWNSHIP OF BLOOMFIELD**.

2. Bloomfield shall pay to Clifton for services provided a per-call fee of \$80.00 during business hours of 8:30 am to 5:30 pm, and a per-call fee of \$120.00 after business hours, on weekends and holidays, payable monthly on the first day of each and every month upon receipt of invoices from Clifton.

3. The City shall take into its custody, or cause to take into its custody and deliver same to the Shelter located in the Township of Bloomfield.

a. Any animal on public property which the Animal Control Officer, Police or its representatives, have reason to believe is a stray.

b. Any dog off the premises of the owner or of the person keeping or harboring said animal, as defined by the Township ordinance, without a current registration on its collar.

c. The Animal Control Officer shall respond to all calls received from the Police Department or other officials of Bloomfield for the purpose of rescuing sick, dangerous, diseased and injured wild animals.

4. Clifton will render a monthly written report to Bloomfield.

5. Bloomfield's dispatchers will handle all calls to City in accordance with Schedule "A" attached hereto and made a part hereof.

6. Bloomfield will be responsible for the picking up and disposal of all dead wild animals and cats on public streets and at other public locations in the Township of Bloomfield. However, the Animal Control Officer, during his regular patrol of emergency response, will proceed to pick up dead wildlife in the Township of Bloomfield.

7. It is understood and agreed that the term of this agreement shall begin October 20, 2015 and run through April 19, 2016. However, either party shall have the right to terminate the within agreement upon ten (10) days' written notice to the other party, and this agreement shall terminate on the date set forth in the notice as if the same were the original termination date set forth therein.

8. Bloomfield will be responsible for conducting an annual dog census, a copy of which will be forwarded to Clifton. Bloomfield is responsible for follow up of unlicensed pets.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their seals to be hereto affixed the day and year first above written.

ATTEST:

CITY OF CLIFTON

NANCY FERRIGNO
CITY CLERK

JAMES ANZALDI
MAYOR

ATTEST:

TOWNSHIP OF BLOOMFIELD

Luisa B. Palazano

TOWNSHIP CLERK

Me Vya

MAYOR

The following steps should be taken by the dispatcher when contacting Animal Control:

- Take all caller information
- Only page animal control with the police department's telephone number
- Do not give the page number or telephone numbers out to the public.
- Any dead animals on private property are the homeowner's responsibility

Attn Midnights:

- All calls must be confirmed by the police before calling animal control.
- Police Officer should be on scene
- Please call and cancel whenever possible
- On calls that can wait until the morning, make a CAD entry and send a fax to the Township of Bloomfield Health Department. *(It will be handled the next business day)*

Birds:

Any call regarding dead birds should be handled in the following manner:
*Township of Bloomfield Health Department will respond to *suspicious dead birds.
(*Only – Dead Crows, Blue Jays, Hawks, or birds over 12" in length)*

Any other dead birds – we will advise the caller to place the dead bird into a double plastic bag and discard it in the trash.

Bears:

NJ Fish, Game and Wildlife must be contacted. (908) 735-8793.

Animal Cruelty Calls:

Endangered Pets, Confirmed by Police, in an emergent situation.
Example: Distressed animal in a vehicle, where charges will be filed.

Contact Animal Control at the above listed numbers.
S.P.C.A. should also be contacted for charges of Animal Cruelty (800) 582-5979.

Stray Dogs:

Animal Control WILL Respond:

If the stray dog is cornered, contained or vicious

If the perception appears that a hazardous potential exists

Animal Control WILL NOT respond:

For a dog that is simply walking around

Road Kill:

Animal Control WILL Respond:

Dead Dogs that are in the roadways

Animal Control WILL NOT Respond:

Dead cats, Possums, Raccoons, or any other wild animal

Emergency Animal Control

Monday / Friday 8:15 am – 4:15 pm: (973) 470-5760 or 5761
Evenings: (Emergencies only) pager (973) 899-5861
Weekends: (Emergencies only) pager (973) 899-5861

The telephone numbers are **NOT** to be given out to the general public, they are for **police use only**.

Late night emergencies are to be *verified by police* before contacting Animal Control Officer.



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX (973) 470-5254

November 5, 2015

Matthew U. Watkins, Borough Administrator
Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003-3487

Re: **Agreement for Temporary Animal Control Officer Services
10/20/15 thru 4/19/16**

Dear Mr. Watkins:

Enclosed herewith is certified true copy of "Resolution Authorizing Execution of an Agreement with the City of Clifton and the Township of Bloomfield to Provide Animal Control Officer Services to the Township of Bloomfield from October 20, 2015 through April 19, 2016," which was adopted by the Municipal Council of the City of Clifton on October 20, 2015.

Also enclosed find three copies of the proposed agreement, which have been signed by the Clifton officials. Please arrange to have the agreement executed by your mayor and borough clerk and return two fully signed copies of the agreement to this department, retaining one copy for your files.

If you have any questions or wish to discuss this matter, please do not hesitate to contact me. Thank you.

Very truly yours,

DAVID R. BRUINS
First Assistant Municipal Attorney

DRB:dm
Enclosures
c: Health Officer John Biegel (letter only)

R557-15

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CITY OF CLIFTON AND THE TOWNSHIP OF BLOOMFIELD TO PROVIDE ANIMAL CONTROL OFFICER SERVICES TO THE TOWNSHIP OF BLOOMFIELD FROM OCTOBER 20, 2015 THROUGH APRIL 19, 2016

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute an agreement between the Township of Bloomfield and the City of Clifton covering the provision of Animal Control Officer services to the Township of Bloomfield, from October 20, 2015 through April 19, 2016.

APPROVED AS TO FORM

AS D

MUNICIPAL ATTORNEY

ADOPTED: October 20, 2015

James Anzaldi
JAMES ANZALDI, MAYOR

ATTEST:

Nancy Ferrigno
NANCY FERRIGNO, CITY CLERK

animal.bloomfield
10.19.15:dm

CERTIFIED TO BE A TRUE COPY

Nancy Ferrigno
Nancy Ferrigno, City Clerk

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AND
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NANCY FERRIGNO
CITY CLERK

CITY OF CLIFTON



JAMES ANZALDI
MAYOR

ATTEST:



TOWNSHIP CLERK

TOWNSHIP OF BLOOMFIELD



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ASB

MUNICIPAL ATTORNEY

ADOPTED: October 20, 2015

James Anzaldi
JAMES ANZALDI, MAYOR

ATTEST:

Nancy Ferrigno
NANCY FERRIGNO, CITY CLERK

animal.bloomfield
10.19.15:dm

CERTIFIED TO BE A TRUE COPY

Nancy Ferrigno
Nancy Ferrigno, City Clerk