

10-8



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtnpj.com

Meeting: 02/19/13 07:00 PM

2013 RESOLUTION APPROVAL

MUTUAL AID AGREEMENT

WHEREAS, the Township desires to enter into a firefighting assistance Mutual Aid agreement with the City of Clifton.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorize the Mayor to execute the attached Mutual Aid agreement between the Township of Bloomfield and 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 February 19, 2013.

Louise M. Palagano
Municipal Clerk of the Township of Bloomfield

Raymond McCarthy
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2494						
		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted	Elias Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved	Bernard Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						

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

Bruce J. Snow
Director of Law - Township Attorney

CLIFTON and BLOOMFIELD

MUTUAL AID AGREEMENT

This agreement made and entered into this _____ day of _____ Two Thousand Thirteen, by and among the City of Clifton and the Township of Bloomfield municipal corporations of the State of New Jersey:

WHEREAS, the parties hereto are geographically located in the Counties of Passaic and Essex, in the State of New Jersey, and,

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render supplemental fire protection in the event of an emergency, disaster, or widespread conflagration of a magnitude that has developed or appears to develop beyond the control of a single party and, therefore, requires the forces of one or all of the other parties hereto; and,

WHEREAS, authority is granted to provide firefighting assistance outside the normal territorial jurisdiction of the municipality by N.J.S.A. 40:47-12.1 and as otherwise provided by law;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. In the event of an emergency, disaster, or widespread conflagration which cannot be made with the facilities of one of the municipal parties hereto, the other municipal party agrees, upon request, to furnish firefighting assistance in coping with such an emergency. Disaster, or widespread conflagration to the party requesting such assistance upon either an actual or standby basis. The extent of assistance to be furnished under this agreement shall be determined solely by the municipal party thereof furnishing such assistance, and it is understood that the assistance so furnished may be recalled at the sole discretion of the furnishing party.
2. Details as to methods of requesting mutual assistance and the names of persons authorized to send and receive such request, will be covered by correspondence between the governmental agencies and the departments thereof from time to time.
3. Firefighters who shall be commanded by their superior authority to perform duties outside the territorial limits of the municipality which regularly employs such firefighters, shall be under the direction and authority of the local commanding fire officer of the municipality to which they are called to assist and shall be firefighters thereof, and shall have the same powers and authority as have the members of the fire department and the municipality in which such assistance is being rendered. Personnel who are furnished will work as far as possible under

their own supervisors, and equipment furnished will ordinarily be operated by personnel of the agency furnishing the equipment.

4. It is further mutually understood and agreed that the provisions of this agreement will be invoked only when, in the opinion of the fire chief, or other person or persons in charge of fire or public safety of the party requesting assistance, it is deemed necessary to request outside assistance because all of the normal facilities at their command have been exhausted and outside assistance is needed to control and suppress an emergency, disaster, or widespread conflagration.

It is further mutually understood and agreed that the municipality supplying the equipment and personnel has the sole responsibility for any injuries to their personnel or damage of their equipment.

In witness whereof, the said parties have caused this instrument to be signed by their City Managers, attested by their Clerks and their official seals to be hereto affixed the day and year first above written.

CITY OF CLIFTON

(SEAL)

CITY MANAGER

CITY CLERK

TOWNSHIP OF BLOOMFIELD

(SEAL)

Louise Palagoni

TOWNSHIP CLERK

Raymond De Luca

MAYOR

CLIFTON and BLOOMFIELD
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CITY OF CLIFTON

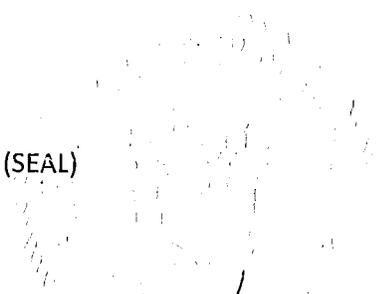
(SEAL)

CITY MANAGER

CITY CLERK

TOWNSHIP OF BLOOMFIELD

(SEAL)


Joseph Palumbo
TOWNSHIP CLERK

Raymond H. King
MAYOR

LAW DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Chief Vincent Colavitti, Fire Dept.

FROM: Matthew T. Priore, Municipal Attorney

SUBJECT: Mutual Aid Fire Services Agreement
City of Clifton & Township of Bloomfield

DATE: 3/6/13

Enclosed is original and one copy of the fully executed agreement in the above-captioned matter. As agreed, you will have the agreement delivered to Chief McCarthy of the Bloomfield Fire Department.

The agreement was originally delivered to the City of Clifton by Bloomfield Fire Officer Jervis.

CLIFTON and BLOOMFIELD

MUTUAL AID AGREEMENT

This agreement made and entered into this 5th day of MARCH Two Thousand Thirteen, by and among the City of Clifton and the Township of Bloomfield municipal corporations of the State of New Jersey:

WHEREAS, the parties hereto are geographically located in the Counties of Passaic and Essex, in the State of New Jersey, and,

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render supplemental fire protection in the event of an emergency, disaster, or widespread conflagration of a magnitude that has developed or appears to develop beyond the control of a single party and, therefore, requires the forces of one or all of the other parties hereto; and,

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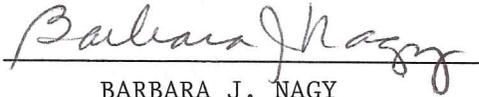
It is further mutually understood and agreed that the municipality supplying the equipment and personnel has the sole responsibility for any injuries to their personnel or damage of their equipment.

In witness whereof, the said parties have caused this instrument to be signed by their City Managers, attested by their Clerks and their official seals to be hereto affixed the day and year first above written.

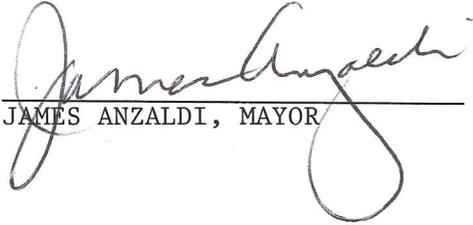
CITY OF CLIFTON

(SEAL)

ATTEST:



BARBARA J. NAGY
CITY CLERK



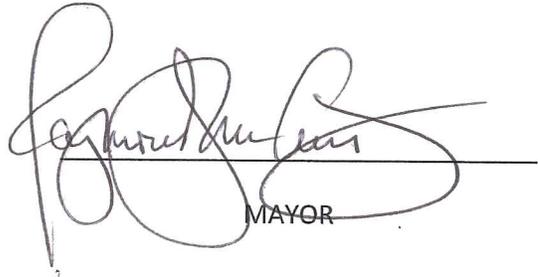
JAMES ANZALDI, MAYOR

TOWNSHIP OF BLOOMFIELD

(SEAL)



TOWNSHIP CLERK



MAYOR



**Bloomfield Township
New Jersey**

**Resolution
2494**



Bloomfield - Clifton Mutual Aid Agreement

Information

Department: Fire Department **Category:** Approval

Attachments

Printout
Clifton Bloomfield Mutual Aid

Resolution/Ordinance

WHEREAS, the Township desires to enter into a firefighting assistance Mutual Aid agreement with the City of Clifton.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorize the Mayor to execute the attached Mutual Aid agreement between the Township of Bloomfield and the City of Clifton.

Meeting History

Feb 11, 2013 7:00 PM Township Council Conference Meeting Draft

Mr. Ehrenburg explained that this is a Mutual Aid Agreement between Clifton and Bloomfield's Fire Departments.

Councilman Venezia moved the request for the Mutual Aid Agreement, which motion was seconded by Councilwoman Dunigan for discussion.

Roll call vote showed:

RESULT:	APPROVED [UNANIMOUS]	<i>Next: 2/19/2013 7:00 PM</i>
MOVER:	Michael Venezia, Councilman at Large	
SECONDER:	Peggy O'Boyle Dunigan, Councilwoman at Large	
AYES:	Elias Chalet, Nicholas Joanow, Michael Venezia, Peggy O'Boyle Dunigan, Raymond McCarthy	
ABSENT:	Carlos Bernard, Bernard Hamilton	

RESOLUTION AUTHORIZING ENTRY INTO AND EXECUTION OF MUTUAL AID AGREEMENT FOR FIREFIGHTING ASSISTANCE BETWEEN TOWNSHIP OF BLOOMFIELD AND CITY OF CLIFTON

WHEREAS, the City of Clifton desires to enter into a firefighting assistance Mutual Aid Agreement with the Township of Bloomfield;

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council hereby authorizes entry into the attached Mutual Aid Agreement for firefighting assistance between the Township of Bloomfield and the City of Clifton for firefighting assistance; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute said agreement on behalf of the City of Clifton.

INTRODUCED: Mary Sadrakula
Councilwoman

ADOPTED: March 5, 2013

James Anzaldi
JAMES ANZALDI, Mayor

ATTEST:

Barbara J. Nagy
BARBARA J. NAGY, City Clerk

CERTIFIED TRUE COPY
Barbara J. Nagy, City Clerk

APPROVED AS TO FORM

MUNICIPAL ATTORNEY