



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF TAXATION  
P.O. BOX 240  
TRENTON, N.J. 08695-0240

CHRIS CHRISTIE  
GOVERNOR  
KIM GUADAGNO  
LT GOVERNOR

ANDREW P. SIDAMON-ERISTOFF  
STATE TREASURER

DIRECTOR'S OFFICE  
Tel (609) 292-5185  
FAX – Trenton (609) 984-2061

October 5, 2012

Michael J. Rohal, P.E., P.P.  
Glen Ridge Borough  
825 Bloomfield Avenue  
Glen Ridge, NJ 07028

Dear Mr. Rohal:

Enclosed is the dated and fully executed contract for the revaluation of all real property in Glen Ridge Borough, Essex County, to be performed by Tyler Technologies.

I have affixed my signature of approval on the copy of the contract conditioned on the provision that the revaluation firm obtains a surety bond as required under N.J.A.C. 18:12-4.10. A copy of the bond must be forwarded to this office within thirty days. Failure to comply with the provision of conditional approval given by this office shall render the contract invalid.

The assessor is reminded of his or her responsibilities in determining contract compliance and acceptance of the work performed by the firm. It is of the utmost importance that the program be completed by the date as specified in the contract. Since the failure to timely complete revaluations could adversely reflect on the performance of a revaluation firm and possibly jeopardize the firm's status to continue to engage in revaluation activities, the importance of effective monitoring of the revaluation program cannot be overemphasized. Our observation indicates that all too often revaluations are not timely completed. For this reason, I have directed the Property Administration Branch to seek explanations and justifying reasons in cases where the terms of the contract respecting completion are not met.

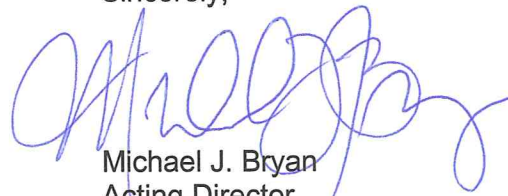
As indicated, a copy of this approval letter is also being sent to the County Board of Taxation. The Board is reminded of its responsibilities under N.J.A.C. 18:12A-1.14 with respect to obtaining regular reports on the status of the revaluation program from the assessor. Review of the reports would indicate to the Board whether the program will be completed in sufficient time for filing the new values on the tax list which is required to be accomplished under statute by January 10 of the tax year. Since Notices of Assessments must be sent to all taxpayers before February 1, county boards of taxation are urged to take appropriate measures to ensure that the assessor file the assessment list by the statutory deadline.

Please be reminded that the latest cost schedules and corresponding cost conversion factors of the Real Property Appraisal Manual for New Jersey Assessors, Third Edition, must be used for all reassessments and revaluations.

As a final reminder, the municipality is advised that caution should be taken with respect to making payments until such evidence of bonding is received.

I look forward to the successful completion of this revaluation.

Sincerely,



Michael J. Bryan  
Acting Director  
Division of Taxation

MJB:mev  
Enclosure

C: Joan Codey Durkin, Essex County Tax Administrator  
Paul Flynn, Northeast Regional Manager, Tyler Technologies  
George Librizzi, Glen Ridge Borough Tax Assessor



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4902 fax: 973-509-0874

Carla A. Horowitz, RMC  
Deputy Municipal Clerk  
chorowitz@montclairnjusa.org

October 5, 2012

Michael Rohal, Municipal Clerk  
Borough of Glen Ridge  
825 Bloomfield Avenue  
Glen Ridge, NJ 07028

Dear Mr. Rohal,

Enclosed please find a certified copy of the "Resolution Renewing Shared Services Agreement with the Borough of Glen Ridge for the Provision of Management Services for Water and Sewer Utilities." Also included is a copy of the agreement.

Very truly yours,

Carla A. Horowitz  
Deputy Municipal Clerk

#5  
Finance  
Utilities  
DLGS

R-12-179  
TOWNSHIP OF MONTCLAIR

**RESOLUTION RENEWING SHARED SERVICES AGREEMENT WITH THE  
BOROUGH OF GLEN RIDGE FOR THE PROVISION OF MANAGEMENT SERVICES  
FOR WATER AND SEWER UTILITIES**

---

October 2, 2012

**WHEREAS**, the Township of Montclair and the Borough of Glen Ridge wish to renew an agreement originally entered into on August 18, 2009 for the provision of management services for water and sewer utilities; and

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), encourages municipalities and other local contracting units to enter into interlocal and other agreements for shared services in order to reduce property taxes through the reduction of local expenses; and


**WHEREAS**, the Act provides that municipalities may enter into agreements to provide or receive any service that each municipality is empowered to receive or provide within its own jurisdiction; and

**WHEREAS**, the Township Council has determined that it is in the best interests of the Township to continue to provide to the Borough of Glen Ridge management services related to the Borough's water and sewer utilities in exchange for quarterly payments to be received by the Township; now therefore,

**BE IT RESOLVED** by the Council of the Township of Montclair, in the County of Essex, that the agreement is renewed for a three year period.

RECORD OF COUNCIL VOTE											
	YES	NO	ABS	N.V.	AB		YES	NO	ABS	N.V.	AB
Councilor Baskerville	✓					Councilor Schlager	✓				
Councilor Hurlock					✓	Councilor Spiller	✓				
Councilor McMahon	✓					Mayor Jackson	✓				
Deputy Mayor Russo	✓										
X - Indicate Vote    ABS - Abstain    N.V. - Not Voting    AB - Absent											

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on October 2, 2012.

  
 Linda S. Wanat  
 Clerk of the Township of Montclair, N.J.

**SHARED SERVICE AGREEMENT FOR THE PROVISION OF  
MANAGEMENT SERVICES FOR WATER AND SANITARY SEWER UTILITIES**

THIS AGREEMENT, made this 24<sup>th</sup> day of May 2011 between the TOWNSHIP OF MONTCLAIR (hereinafter "Montclair") and the BOROUGH OF GLEN RIDGE (hereinafter "Glen Ridge").

**W I T N E S S E T H**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), encourages municipalities and other local contracting units to enter into interlocal and other agreements for shared services in order to reduce property taxes through the reduction of local expenses; and

**WHEREAS**, the Act provides that municipalities may enter into agreements to provide or receive any service that each municipality is empowered to receive or provide within its own jurisdiction; and

**WHEREAS**, the Township of Montclair and the Borough of Glen Ridge wish to enter into a shared service agreement in accordance with the Act, N.J.S.A. pursuant to which Montclair will provide management services related to Glen Ridge's water and sanitary sewer utilities; and

**WHEREAS**, the parties wish to enter into this agreement to memorialize the terms and conditions of this shared service agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. During the term of this Agreement, Montclair will provide to Glen Ridge the following services related to the management and operation of Glen Ridge's water and sanitary sewer systems:
  - a. Provide licensed operating services for Glen Ridge's water and sanitary sewer systems.
  - b. The adjustment of three regulators twice per year to maintain system pressure.
  - c. Data input and mailing for Glen Ridge's water system to comply with the Consumer Confidence Reporting ("CCR") requirements.
  - d. Flushing of six (6) miles of sanitary sewer lines, as designated by Glen Ridge.
  - e. Lead and copper sampling management in compliance with DEP regulations.
  - f. Continued flushing of the Glen Ridge water system pursuant to the existing interlocal contract for fire services and with one additional dead end flushing in the Fall of each year.
  - g. Reading of newly-installed "Neptune" water meters and downloading those readings to assist Glen Ridge in billing for those water meters.

- h. Management services relating to emergency repairs to the Glen Ridge water and sanitary sewer systems for a maximum of four (4) emergency events per year. Montclair will provide management services only; Glen Ridge shall be responsible for all labor and material costs.
  - i. Quarterly backflow inspections for hospital devices.
  - j. Provide and install taps for connections to the Glen Ridge water and sanitary sewer systems. Glen Ridge, or its contractor, shall be responsible for all "cuts"; Montclair will only install the actual taps.
2. A. Effective 1/1/11, in consideration for the services provided in Paragraph 1 above, Glen Ridge promises and agrees to pay Montclair the sum of Sixty-Three Thousand Seven Hundred and Fifty and 00/100ths (\$63,750.00) Dollars (the "Annual Fee"), payable in four quarterly installments of \$15,937.50 each on October 1, January 1, April 1 and July 1 of each year. In the event this agreement is renewed, in accordance with Paragraph 2 above, the Annual Fee shall increase by an amount equal to the maximum allowable annual budget cap for municipalities as established by the State of New Jersey.
- B. In addition to the services listed in Paragraph 1 above, Montclair shall, upon request, provide the hydrant installation services listed below and any other additional management services requested by Glen Ridge. Glen Ridge shall pay Montclair for hydrant installation and any additional services provided by Montclair pursuant to this paragraph a sum equal to Montclair's cost of materials and labor (direct and indirect costs) plus fifteen percent (15%).

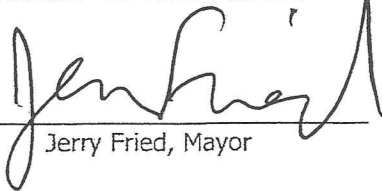
Hydrant Installation Services:

1. Installation of new hydrants on existing branches.
2. Installation of new hydrants with new hydrant branch valves and valve boxes.
3. Installation of new hydrants with new taps, branches, valves and valve boxes.

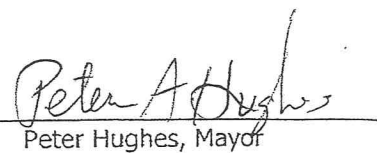
3. A. Upon request, Glen Ridge may utilize the services of any contractor, professional engineer or engineering firm retained by Montclair to provide contracting or engineering services in connection with improvements to the water or sanitary sewer systems in the Borough of Glen Ridge, including manhole repairs, the furnishing of road materials and materials for the water system, and the inspection and slip-lining of sanitary sewer lines provided that the contractor, engineer or engineering firm agrees to provide said services to Glen Ridge. Montclair shall endeavor to include provisions in all future contracts requiring its outside contractors and engineers to provide the aforesaid services for Glen Ridge. Glen Ridge shall pay Montclair for all such contracting and engineering services in accordance with the payment terms of the applicable agreement between Montclair and the contractor, engineer or engineering firm providing such services.
- B. Upon request, Montclair may utilize the services of any contractor, professional services or engineering firm retained by Glen Ridge to provide contracting or engineering services in connection with improvements to the water or sanitary sewers systems in the Township of Montclair. Montclair shall pay the contractor, professional services provider or engineering firm directly in accordance with the payment terms of the applicable agreement between Glen Ridge and the contractor, professional service provider or engineering firm providing such services.
4. Montclair shall provide the aforesaid services to Glen Ridge for a period of one year, commencing October 31, 2010 and terminating October 31, 2011. This Agreement shall automatically be renewed on a year-to-year basis unless either party delivers written notice to the other party of its intention to terminate this Agreement at the conclusion of the current one-year term, which notice shall be delivered no later than sixty (60) days prior to the anniversary date of this Agreement.
5. All of the terms of the Act (N.J.S.A. 40A:65-1 through N.J.S.A. 40A:65-13) are incorporated herein by reference to the extent they are not inconsistent with any of the terms expressly set forth in this Agreement.
6. Notwithstanding the foregoing, either party may terminate this contract upon ninety (90) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**TOWNSHIP OF MONTCLAIR**

By:   
Jerry Fried, Mayor

**BOROUGH OF GLEN RIDGE**

By:   
Peter Hughes, Mayor

**THERESE BRADY AND STEPHEN CORUM**  
**151 Sherman Avenue**  
**Glen Ridge, NJ 07028**

October 22, 2012

**BY FAX TRANSMISSION OF ONE PAGE TO: 973-748-3926**

Mayor Hughes and Glen Ridge Borough Council  
Borough of Glen Ridge  
825 Bloomfield Avenue, Glen Ridge, NJ 07028

Dear Mayor Hughes and Council:

We have noticed that the Council is in the process of amending some unconstitutional aspects of the Glen Ridge noise ordinance.

We respectfully suggest the Council further review the proposed ordinance for remaining constitutionality issues, especially in light of established and recent decisions on freedom of speech, including but not limited to decisions on the unconstitutionality of allowing commercial use for the same or substantially similar activities that are disallowed for private or residential use.

We appreciate the Council's attention to these concerns.

Respectfully,

Therese Brady and Stephen Corum