

A COMMUNITY WITH CHARACTER AT THE BEND IN THE RIVER

# TOWNSHIP OF FLORENCE

December 15, 2011

Re: OPRA Request

Dear Mr. Paff:

This is in response to the attached Open Public Records Act Request (OPRA) that you faxed to Florence Township on December 1, 2011. I retrieved the request from the fax machine and advised the Township Clerk that I would send you a response. The thrust of your OPRA request pertains to services provided by the Prosecutor, Nick Costa.

As requested, enclosed is a copy of the contract between Mr. Costa and Florence Township for the year 2010. Your second request concerned the amount Mr. Costa was paid by Florence Township in 2010. Mr. Costa is paid as an employee of the municipality. He was paid a total of \$\$22,814.04 for 2010. Mr. Costa was not paid for any other services other than his salary.

With respect to your final inquiry, you have asked Florence Township to provide you with a copy of "any check written to Mr. Costa for prosecutorial services performed during 2010." I am not aware of what issues that may exist for someone to make such a request, but Mr. Costa was only paid a salary by Florence Township. He was not paid for any other work in 2010. In my opinion, asking Florence Township to spend time delving into what a person may or may not have done with the salary they were paid to perform a service is outside the bounds of the intent of the OPRA law. Mr. Costa did the work he was hired to do for Florence Township, and it is hard to understand why the municipality would have to require its finance personnel to try and produce front and back copies of payroll checks that essentially equates to prying into someone's personal private accounts. In addition, the information on the back of a payroll check deals with personal bank account numbers, personal signatures, and possible routing numbers. A specific request of this nature can raise issues dealing with an employee's identity, identity theft, and information that is really personal in nature. I understand our roles as public servants, but even people who work in the public sector deserve a measured and reasonable degree of privacy.

At this point, I have answered your OPRA request in a forthright and timely manner. If you wish to speak to me, please feel free to call (609) 499-2525. Should you wish to meet with me in person, I can set time aside to accommodate your schedule.

Very truly yours,

  
RICHARD A. BROOK  
Administrator

Enc.

cc: Joy M. Weiler, Township Clerk

FLORENCE TOWNSHIP MUNICIPAL COMPLEX  
711 BROAD STREET  
FLORENCE, NEW JERSEY 08518-2323  
WWW.FLORENCE-NJ.COM



(609) 499-2525 ADMINISTRATIVE OFFICES  
(609) 499-2222 MUNICIPAL COURT  
(609) 499-3131 POLICE DEPARTMENT  
(609) 499-2130 CONSTRUCTION CODE OFFICIAL

**PROFESSIONAL SERVICES AGREEMENT****TOWNSHIP OF FLORENCE**

and

**NICHOLAS J. COSTA**

This contract is dated this 6th day of January, 2010, by and between the Township of Florence, County of Burlington, State of New Jersey (hereafter referred to as "Client") located at 711 Broad Street, Florence, NJ 08518; and

Nicholas J. Costa (hereafter referred to as "Professional") with offices located at 2039 Briggs Road, P.O. Box 1615, Mount Laurel NJ 08054; and

Whereas, Nicholas J. Costa is an Attorney licensed to practice in the State of New Jersey; and

Whereas, Nicholas J. Costa has been duly appointed by the Mayor and confirmed by the Council as Municipal Prosecutor and Assistant Township Solicitor for the Township of Florence for the term beginning January 1, 2010 through December 31, 2010, and until a successor is duly appointed; and

Whereas, it is necessary and appropriate that agreements and understandings between the parties be reduced to written form:

**IT IS MUTUALLY AGREED** between the parties to this contract:

**I. Appointment.** Nicholas J. Costa is hereby retained to provide legal services as Municipal Prosecutor and Assistant Township Solicitor for the Township of Florence.

**II. Term.** The term of this Agreement shall be effective January 1, 2010, and shall continue until December 31, 2010, or until the appointment of Attorney's successor, whichever is later.

**III. Service.** During the term of this Agreement, Nicholas J. Costa agrees to provide legal advice and services as Municipal Prosecutor and Assistant Township Solicitor to the Township of Florence.

**IV. Compensation.** During the term of this Agreement, Nicholas J. Costa shall be compensated in accordance with the salary ordinance of the Township of Florence.

**V. Equal Opportunity.**

A. In consideration of the execution of this Agreement, the Professional shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Professional shall comply with the *New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.* and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Professional is particularly drawn to the affirmative action provisions of the *New Jersey Law Against Discrimination* as set forth in *N.J.S.A. 10:5-31* and the applicable regulations thereunder. The Professional shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

**VI. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey.** In accordance with the requirements of *P.L. 1975, C. 127*, and of *N.J.A.C. 17:27*, during the performance of this contract the Professional agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office [in the New Jersey Department of the Treasury] as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the *New Jersey Administrative Code (N.J.A.C. 17:27)*.

**VII. Campaign Contributions Disclosure.** The professional herein certifies that he, she or it has complied with the Campaign Contribution Disclosure requirements set forth in P.L. 2005, c. \_\_\_\_ (enacted January 5, 2006), by filing a certification with the Township Clerk prior to the execution of this Agreement or by the filing of any required disclosure with the Election Law Enforcement Commission in accordance with the forms and rules promulgated by the Election Law Enforcement Commission.

**VIII. New Jersey Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**IX. Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both parties.

**X. No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**XI. Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

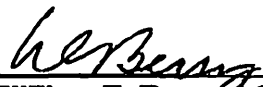
**XII. Entire Agreement.** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.


**XIII. Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 6 day of Jan., 2010, for the purposes and the term specified herein.

Township of Florence

  
\_\_\_\_\_  
Joy M. Weiler, RMC/MMC  
Township Clerk

  
\_\_\_\_\_  
William E. Berry, Mayor

By:   
\_\_\_\_\_  
Nicholas J. Costa, Esq.

**PROFESSIONAL SERVICES FOR 2010**

**Schedule "A"**

**FLORENCE TOWNSHIP PROSECUTOR**

**- 2010 rate: \$22,814/year**

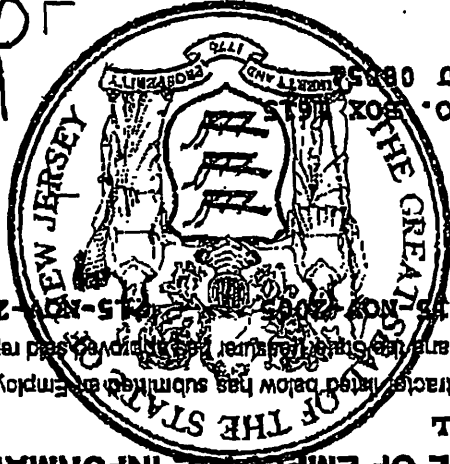
Certification 8962

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

12-15-2011 to 12-15-2012



*John P. ...*

State Treasurer

COSTA & LA ROSA, PC  
2039 BRIGGS ROAD, P.O. BOX  
MOUNT LAUREL NJ 08052