



John Paff &lt;opengovtissues@gmail.com&gt;

**Regarding OPRA request to Carney's Point Sewerage Authority**

1 message

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Fri, May 9, 2014 at 11:28 AM

George G. Rosenberger, Jr.  
18 N Main Street  
Woodstown, NJ 08098-1115  
Via e-mail only to [ggrlaw@comcast.net](mailto:ggrlaw@comcast.net)

Dear Mr. Rosenberger:

On-line [here](#) and [here](#) are, respectively, my [Open Public Records Act \(OPRA\)](#) request to the Carney's Point Township Sewerage Authority and the Authority's response. The response raises two issues:

First, none of the documents provided are responsive to No. 2 of my request, i.e. a newspaper advertisement which set for the "amount" of your contract with the Authority. This leaves me to wonder whether a) there are no documents responsive to that part of my request or b) whether the records custodian merely overlooked No. 2 of my request.

Second, I don't understand how you can lawfully have a three-year contract with the Authority. N.J.S.A. 40A:11-15 states

*All contracts for the provision or performance of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to [N.J.S.A. 40A:11-5(a)(1)] shall be awarded for a period not to exceed 12 consecutive months.*

This would seem to limit the duration of the Authority's contract with you to one year.

I note that the contract itself cites N.J.S.A. 40:14A-5 as justifying an exception to the one-year rule. N.J.S.A. 40:14A-5(e) states, in relevant part:

*Every sewerage authority may also, without regard to the provisions of Title 11 of the Revised Statutes, appoint and employ a secretary and such professional and technical advisers and experts and such other officers, agents and employees as it may require, and shall determine their qualifications, terms of office, duties and compensation.*

Yet, [Fennimore v. Clementon Sewerage Authority](#), 173 N.J.Super. 466 (App. Div. 1980), which construed that provision, found that the Local Public Contracts Law, while not applicable to public employer-employee relationships, and is applicable only to "third-party contracts."

In sum, it appears to me that you are limited to one year contracts with the Authority.

I have shared this letter, via fax, to the Authority's Business Manager John A. Macconi, and request that he please place the issues raised in this letter on the May 20, 2014 meeting agenda.

I ask that you please correspond with me regarding the OPRA issue and either agree to amend your contract with the Authority to reflect a one-year term or provide me with your legal rationale that justifies the contract's three-year duration.

Thank you for your attention to this matter.

*John Paff, Chairman  
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