



John Paff <opengovtissues@gmail.com>

RE: Regarding OPRA request to Carney's Point Sewerage Authority

1 message

George G. Rosenberger <ggrlaw@comcast.net>

Mon, May 12, 2014 at 1:33 PM

Reply-To: ggrlaw@comcast.net

To: John Paff <paff@pobox.com>

Cc: John Macconi <cpts@verizon.net>

A copy of your inquiry has been sent to Mr. Macconi for his response to your "First" regarding the newspaper publication. As you are aware, Mr. Macconi is the custodian for the CPSA and all requests for public records are to be sent to him. See, NJSA 47:1A-5. I have no knowledge of any publication relating to the contract for my services. If there is any publication, it should be provided in response to your request. If there is no publication, you should be advised of that fact. If a copy of the publication was provided, but it does not refer to the amount, that is not an OPRA issue. I cannot tell from your inquiry if you got a copy of any publication.

Your "Second" is not an OPRA inquiry, and you cite no statute or case that mandates a response. Like any other member of the public, you are entitled to address the CPSA during the public session of any regular monthly meeting.

From: opengovtissues@gmail.com [mailto:opengovtissues@gmail.com] **On Behalf Of** John Paff

Sent: Friday, May 09, 2014 11:28 AM

To: ggrlaw@comcast.net

Cc: 18562996921@j2send.com

Subject: Regarding OPRA request to Carney's Point Sewerage Authority

George G. Rosenberger, Jr.
18 N Main Street
Woodstown, NJ 08098-1115
Via e-mail only to 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
New Jersey Libertarian Party's
Open Government Advocacy Project
P.O. Box 5424
Somerset, NJ 08875
Voice: 732-873-1251
Fax: 908-325-0129
e-mail: paff@pobox.com*