

Clerk

**From:** Carl The Truth <opra+request-42274-f249555a@requests.opramachine.com>  
**Sent:** Thursday, May 4, 2023 3:29 PM  
**To:** Clerk  
**Subject:** OPRA request - Employment Contract for Municipal Manager Kevin Nerwinski

Dear Lawrence Township (Mercer),

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Please provide a copy of the latest contract between Municipal Manager Kevin Nerwinski and the Township of Lawrence. I am specifically looking for the clause requiring Mr. Nerwinski to have a social media presence on behalf of the Township of Lawrence and what are the conditions attached to his social media responsibilities on behalf of the Township of Lawrence.

Yours faithfully,

Carl The Truth

COPIES TO:  
☐ COUNCIL  
☒ ATTORNEY

☒ MANAGER  
☐ FINANCE DIR.

MAY - 4 2023

Please deliver records electronically via email to the below UNIQUE address for all replies to this request.  
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☐ ENGINEER  
☐ HEALTH  
☐ PUBLIC WORKS  
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☐ CONSTRUCT.  
☐ RECREATION  
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Is clerk@lawrencetwp.com the wrong address for OPRA requests to Lawrence Township (Mercer)? If so, please contact us using this form:

[https://url.emailprotection.link/?bSSzKg1hlir9e4sTZ0gpEA00jNUbshnYFms36hL0Yhj\\_nuL0vLIREqglj46quph5suYtP9CIIP4q3rW6Fih9cPXDbAzECof\\_vdcULjTzxLZb6HJjOOOrtxhMRXIF7Puo7v](https://url.emailprotection.link/?bSSzKg1hlir9e4sTZ0gpEA00jNUbshnYFms36hL0Yhj_nuL0vLIREqglj46quph5suYtP9CIIP4q3rW6Fih9cPXDbAzECof_vdcULjTzxLZb6HJjOOOrtxhMRXIF7Puo7v)

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View this OPRA request & responses online:

[https://url.emailprotection.link/?bmCtGnXAoS-\\_24TwlwVIVf5ku\\_RKAuDXykeF-2fk\\_u\\_vO76YZPwX1oHTF4fwyUzoISXA\\_PAi9w6oqZSmu0aUHRl08Mu-6h5jJNjRkoQQx6M1QGvkgeJUoen5Xyz1tFRE8](https://url.emailprotection.link/?bmCtGnXAoS-_24TwlwVIVf5ku_RKAuDXykeF-2fk_u_vO76YZPwX1oHTF4fwyUzoISXA_PAi9w6oqZSmu0aUHRl08Mu-6h5jJNjRkoQQx6M1QGvkgeJUoen5Xyz1tFRE8)

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

Book No. 1001-1002/1003

□ **QUESTION**

D. C. 0514F

**Keywords:** *child abuse, child sexual abuse, child sexual abuse, child sexual abuse, child sexual abuse*

ΠΥΛΟΥΣΙΑ

**□ CONCEPT**

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□ ENVY-FREE DIV

ENVIRON

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of May 2021 by and between the Township of Lawrence, a Municipal corporation in the County of Mercer, State of New Jersey (hereinafter referred to as the "Township") and Kevin P. Nerwinski, Esq., residing in Lawrence Township, Mercer County, New Jersey (hereinafter referred to as "Municipal Manager-QPA")

### **WITNESSETH**

**WHEREAS**, the Township has previously entered into a contract with Kevin P. Nerwinski, Esq. to serve as Lawrence Municipal Manager and its Qualified Purchasing Agent pursuant to N.J.S.A. 40:69A-92, et seq.; and

**WHEREAS**, Kevin P. Nerwinski, Esq. has agreed to remain employed as the Municipal Manager-QPA for the Township of Lawrence;

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **TERM**

The Township hereby agrees to employ Kevin P. Nerwinski, Esq., as Municipal Manager-QPA effective May 1, 2021 for a period of five (5) years through April 30, 2026.

2. **DUTIES**

The Municipal Manager-QPA will perform all the duties of the title as required by the Township Administrative Code, Resolution of Council and applicable New Jersey Law. In addition to these general duties, the Municipal Manager-QPA shall also serve in the following additional capacities: Director of Public Safety and Director of Community Affairs, and shall meet all of the requirements of these positions as required by the Township Administrative Code and applicable New Jersey law. Finally, the Municipal Manager-QPA agrees to maintain a social media presence on the various community social media sites in his discretion as to content and as his schedule may permit in accordance with the Township Council's policy positions and in consultation with Council. Township social media posts and those from staff conveying official information will be professional and will at all times encourage a respectful dialogue.

3. **SALARY**

**Annual Salary:** The annual salary for the position of Municipal Manager-QPA will be [\$ 214,928.00]. The annual salary will be adjusted using the negotiated annual percentage of increase under the current contract with the CWA Local 1032 and the Township. The salary/compensation being received by the Municipal Manager-

QPA at the time of this Agreement will serve as the base salary for purposes of all future adjustments.

**Performance Appraisals and Increases:**

Performance appraisals shall be annual and conducted at the first Council meeting in December, but in any event not later than the Council meeting when the Annual Budget is introduced. Performance increases shall be at the discretion of Council.

4. **LEAVE:**

Sick leave will be consistent with Civil Service provisions.

Vacation leave shall be twenty-five (25) days per year for the term.

Holidays and personal leave will be consistent with the aforementioned provisions.

5. **DUES, CONFERENCES AND TRAINING**

Attendance at conferences and training sessions is limited to a maximum of 10 days per year.

The Township will pay the cost of professional dues for the Municipal Manager-QPA's membership in the New Jersey Municipal Management Association.

The Township will pay the cost of registration for the League of Municipalities conference and the New Jersey Municipal Management Association Spring Conference.

The Municipal Manager-QPA is permitted to attend and be reimbursed for training/educational sessions conducted by the League of Municipalities and other similar organizations in subjects of study relevant to the Municipal Manager-QPA's responsibilities in an amount not to exceed \$3000 annually.

6. **AUTOMOBILE ALLOWANCE**

At the election of the Municipal Manager-QPA, the Township will provide an automobile allowance of four hundred dollars (\$400) per month for use of the Manager's personal vehicle for municipal business or lease a vehicle for the Manager's use.

7. **TERMINATION AND SEVERANCE**

Any matters related to termination and severance are governed by N.J.S.A. 40:69A-92, et seq. and the parties agree that severance shall be limited to the ninety (90) day period established therein, unless removed for good cause.

8. OTHER CONDITIONS

The Township and Municipal Manager-QPA agree that with the exception of a change in salary, all other terms and conditions of employment consistent with "Unclassified and/or Exempt" personnel will remain in effect for the life of the Contract and guide conditions of employment.

9. HEALTH BENEFITS

The position of Municipal Manager-QPA is included in the group of employees referred to as "Unclassified and/or Exempt" personnel. This group of employees receive comparable fringe benefits as provided to "Supervisors, CWA Local 1032". The current Collective Bargaining Agreement between CWA Local 1032 and Lawrence Township provides for health benefits.

10. HOURS OF WORK

It is recognized that the Municipal Manager-QPA must devote a great deal of time outside the normal office hours on business for the Township and to that end the Municipal Manager-QPA shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Township and shall allow the Municipal Manager-QPA to faithfully perform his assigned duties and responsibilities.

11. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Municipal Manager's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Township and community, the Municipal Manager-QPA may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Acceptance of any litigation activity must be affirmatively approved by the Township Council prior to acceptance of any such engagement.

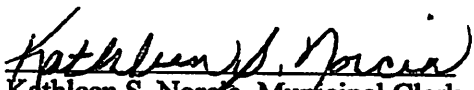
12. NOTICE

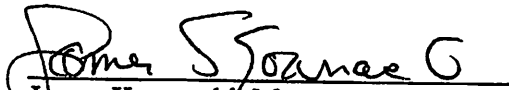
The Municipal Manager-QPA agrees to provide at least three (3) months written notice in the event of a decision to retire or accept other employment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 4<sup>th</sup> day of May, 2021.

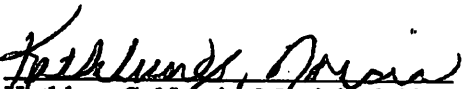
Witness:

TOWNSHIP OF LAWRENCE

  
Kathleen S. Norcia, Municipal Clerk

  
James Kownacki, Mayor

Witness:

  
Kathleen S. Norcia, Municipal Clerk

  
Kevin P. Nerwinski, Esq., Municipal  
Manager-QPA