

**RESOLUTION  
TOWNSHIP OF FRANKLIN**

**APPOINTING BACK/UP CONFLICT PROSECUTORS FOR THE FRANKLIN JOINT  
MUNICIPAL COURT FOR THE YEAR 2012, PURSUANT TO LOCAL PUBLIC  
CONTRACTS LAW (N.J.S.A. 40A:11-1, ET SEQ.) AND IN ACCORDANCE WITH  
PUBLIC LAW 1996, c. 95, SECTION 14 (N.J.S.A. 2B 12-1, ET AL.)**

**R -42- 2012**

**WHEREAS**, there exists a need for Conflict Prosecutors for the Franklin Joint Municipal Court; and

**WHEREAS**, pursuant to the provisions of N.J.S.A. 19:44A-20.5, the Township Committee of the Township of Franklin has determined to award said contract as a fair and open contract; and

**WHEREAS**, funds are or will be available for this purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to publish a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services".

**NOW THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, as follows:

1. That the following attorneys are hereby retained as Backup/Conflict Prosecutors for the Franklin Joint Municipal Court for the year 2012: John Moustakas, John Armano, Kelly Conroy, Charles Fiore, John Alice and Maria Gaglione.

2. The appropriate officers of the Township of Franklin are hereby authorized to enter into contracts with listed attorneys for the legal services above specified, for a one (1) year term commencing January 1, 2012, and to be paid in accordance with the 2012 Budget.

3. The contract is awarded as a "professional service" under the provision of the Local Public Contracts Law because of the specialized training, education, experience and specialized knowledge needed for this position and pursuant to a "fair and open" process as provided in N.J.S.A. 19:44A-20.4 et seq.

4. A notice of the award of this contract shall forthwith be printed once in The Gloucester County Times, an official newspaper of the Township of Franklin, authorized by law to publish the legal advertisements of the Township Committee of the Township of Franklin, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Township of Franklin.

ADOPTED at a regular meeting of the Township Committee of the Township of Franklin on January 24, 2012.

ATTEST:

TOWNSHIP OF FRANKLIN

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CAROLYN K. TOY, CLERK

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JOSEPH C. PETSCH, MAYOR

**CERTIFICATION**

I, Carolyn K. Toy, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on January 24, 2012.

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Carolyn K. Toy, Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
JOHN MOUSTAKAS, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, JOHN MOUSTAKAS, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Backup/Conflict Prosecutor shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

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JOHN MOUSTAKAS, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
JOHN ARMANO, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, JOHN ARMANO, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Backup/Conflict Prosecutor shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

\_\_\_\_\_  
JOHN ARMANO, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
KELLY A. CONROY, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, KELLY A. CONROY, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and she shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Backup/Conflict Prosecutor shall devote her best efforts to advance the interest of the Township; she shall perform her duties to the best of her ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

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KELLY A. CONROY, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
CHARLES FIORE, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, CHARLES FIORE, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Conflict Prosecutor shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

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CHARLES FIORE, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
JOHN ALICE, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, JOHN ALICE, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and he shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Backup/Conflict Prosecutor shall devote his best efforts to advance the interest of the Township; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

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JOHN ALICE, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
MARIA GAGLIONE, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Backup/Conflict Prosecutor for the calendar year 2012, commencing January 24, 2012; and

WHEREAS, MARIA GAGLIONE, ESQUIRE, hereinafter referred to as "Township Backup/Conflict Prosecutor", is a licensed attorney in the State of New Jersey, has agreed to accept the appointment of the Township for the performance of the duties of attorney subject to the following terms and conditions:

WITNESSETH:

1. The Township Backup/Conflict Prosecutor shall be appointed to a one (1) year term to represent the Township for the calendar year 2012, commencing January 24, 2012, and she shall perform all duties required of a local representative of the Township.

2. During the term of this Agreement, the Township Backup/Conflict Prosecutor shall devote her best efforts to advance the interest of the Township; she shall perform her duties to the best of her ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court and in accordance with Public Law 1996, c. 93, Section 14 (N.J.S.A. 2B 12-1 et al.)

3. The Township Backup/Conflict Prosecutor shall receive a salary as set forth in the Salary Ordinance of the Township of Franklin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of January, 2012.

TOWNSHIP OF FRANKLIN

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MARIA GAGLIONE, ESQUIRE

BY: \_\_\_\_\_  
JOSEPH C. PETSCH, MAYOR

ATTEST:

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CAROLYN K. TOY, CLERK

