

**RESOLUTION
TOWNSHIP OF FRANKLIN**

**APPOINTING CONFLICT PROSECUTORS FOR THE TOWNSHIP OF FRANKLIN
MUNICIPAL COURT FOR THE YEAR 2011, 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 -24- 2011

WHEREAS, there exists a need for Conflict Prosecutors in the Township of Franklin for the Franklin Township Municipal Court; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.5, the Township Committee 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 Conflict Prosecutors for the Township of Franklin for the year 2011: John Alice, Timothy Chell, Kelly A. Conroy, Charles Fiore, John Moustakas, David Schmid, and Robert Smith.

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, 2011, and to be paid in accordance with the 2011 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 Sentinel, the 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 1, 2011.

ATTEST:

TOWNSHIP OF FRANKLIN

CAROLYN K. TOY, CLERK

PATRICK M. DOUGHERTY, 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 1, 2011.

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 Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, JOHN ALICE, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

JOHN ALICE, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

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 Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, JOHN MOUSTAKAS, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

JOHN MOUSTAKAS, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND
ROBERT SMITH, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, ROBERT SMITH, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

ROBERT SMITH, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND
TIMOTHY CHELL, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, TIMOTHY CHELL, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

TIMOTHY CHELL, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

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 Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, KELLY A. CONROY, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

KELLY A. CONROY, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

CAROLYN K. TOY, CLERK

**AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND
DAVID SCHIMD, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, DAVID SCHMID, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

DAVID SCHMID, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

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 Conflict Prosecutor for the calendar year 2011, commencing January 1, 2011; and

WHEREAS, CHARLES FIORE, ESQUIRE, hereinafter referred to as "Township 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 2011, commencing January 1, 2011, 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 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 1st day of January, 2011.

TOWNSHIP OF FRANKLIN

CHARLES FIORE, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY,
MAYOR

ATTEST:

CAROLYN K. TOY, CLERK