

TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-44-11

RESOLUTION CORRECTING THE AGREEMENT WITH ANNE MARIE KELLEY
AS SPECIAL COUNSEL FOR BANKRUPTCY AND CERTAIN IN REM
FORECLOSURE MATTERS

WHEREAS, on Reorganization Day January 1, 2011, Anne Marie Kelley was appointed as Special Counsel For Bankruptcy And Certain In Rem Foreclosure Matters by Resolution R-15-11; and

WHEREAS, it has now come to our attention that the agreement attached to the resolution contained an error in the amount for payment of services rendered; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Franklin hereby corrects the payment for services rendered to reflect the correct amount of \$175.00 per hour for special counsel.

ADOPTED at a regular meeting of the Township Committee of the Township of Franklin held on Tuesday, February 8, 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 held on February 8, 2011.

Carolyn K. Toy, Clerk

**AGREEMENT BETWEEN THE
TOWNSHIP OF FRANKLIN AND ANNE MARIE KELLEY, ESQUIRE**

WHEREAS, the Township of Franklin, hereinafter referred to as "Township", requires the services of a special counsel for Bankruptcy and certain *in rem* foreclosure matters, for the calendar year 2011 commencing January 1, 2011; and

WHEREAS, ANNE MARIE KELLEY, ESQUIRE, and the Law Firm of Dilworth Paxson, LLP of 457 Haddonfield Road, Suite 700, Cherry Hill, New Jersey 08002 hereinafter referred to as "Special Counsel" is a licensed attorney in the State of New Jersey and Commonwealth of Pennsylvania, has agreed to accept the appointment of the Township for the performance of the duties of special counsel for Bankruptcy and certain *in rem* foreclosure matters subject to the following terms and conditions:

WITNESSETH:

1. The Special Counsel was appointed to represent the Township for a term of one (1) year, commencing January 1, 2011, and she shall perform all duties required of a special bankruptcy/ *in rem* foreclosure representative of the Township.

2. During the term of this Agreement, the Special Counsel 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.

3. Payment for services rendered by the Special Counsel shall be on the basis of statements rendered from time to time for services performed and advice rendered in the amount of \$175.00 per hour for special counsel and for any other attorney of the firm and \$120.00 per hour for any paralegal of the firm.

4. The Special Counsel shall also be entitled to be reimbursed for toll, telephone calls, photostatic copying expenses, travel expenses, docket retrieval costs and court costs, all of which may be billed to the Township on appropriate vouchers and reimbursed upon approval to the Special Counsel.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of February, 2011.

DILWORTH PAXSON, LLP

TOWNSHIP OF FRANKLIN

ANNE MARIE KELLEY, ESQUIRE

BY: _____
PATRICK M. DOUGHERTY, MAYOR

ATTEST:

CAROLYN K. TOY, CLERK