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Please Respond to Our New Jersey Office

May 15, 2023

Privileged & Confidential

Betty Sterling, Clerk/Assistant CFO
Borough of Pennington
30 North Main Street
Pennington, NJ 08534


Re: Special Labor Counsel Agreement

Dear Ms. Sterling:

I am enclosing herewith the original Agreement signed by Mr. Trimboli as requested.

Should you require anything further, please do not hesitate to contact me. Please know, we consider it a privilege to represent the Borough of Pennington.

Sincerely yours,
TRIMBOLI & PRUSINOWSKI, LLC



Kamilah A. Massaquoi

Enclosure

SPECIAL LABOR COUNSEL AGREEMENT

THIS AGREEMENT made and entered into this day of _____, 2023, by and between Trimboli & Prusinowski, L.L.C., with offices located at 268 South Street, Morristown, New Jersey (“Attorney”) and the Borough of Pennington, New Jersey (“Borough”).

WHEREAS, the Borough has engaged the Attorney to render certain professional services and desires to memorialize in writing the terms of the engagement; and

WHEREAS, the Attorney shall provide services under terms of the Agreement hereinafter specified.

NOW, THEREFORE, the parties agree as follows:

1. The Attorney agrees to provide the Borough professional legal services, as special labor counsel under the direction of the Mayor, Business Administrator and Borough Counsel, at the rate of \$200 per hour for attorneys and \$125 per hour for paralegals.

2. The Attorney will provide the following services: (a) representation of the Borough and its Police Department in a pending and anticipated police disciplinary proceeding pursuant to *N.J.S.A. 40A:14-147, et seq.*, and (b) such other matters as directed in the sole discretion of the Borough.

3. The services referred to in Paragraph 2 are to be provided commencing the effective date is this Agreement and continuing for a period of 12 months. However, the parties agree that at the first meeting of Borough Council after the signing of this Agreement by Borough representatives on behalf of the Borough, the Council will have the right to terminate the Agreement effective immediately provided Attorney is compensated in full for all services and expenses incurred to the date Stephen E. Trimboli, Esq., receives written notice of any such termination.

4. The foregoing services will be assigned to appropriate personnel to ensure that efficient and economical legal services are provided.

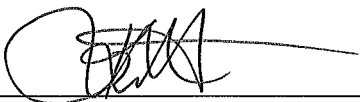
5. The Attorney shall be reimbursed for all necessary disbursements incurred in the course of performing legal services under the Agreement, including the cost of stenographic services.

6. In the event Stephen E. Trimboli, Esq. of the firm of Trimboli & Prusinowski, LLC, is unable to perform services due to scheduling conflicts, vacation, or illness, then it is agreed that another partner or associate of said firm will provide such services in accordance with the terms of the Agreement. It is understood that reasonable efforts will be made by Stephen E. Trimboli, Esq. to avoid scheduling conflicts and conflicts arising from vacation.

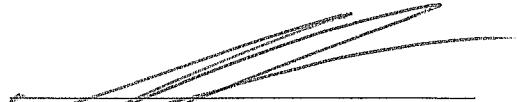
7. The estimated cost of services and disbursements under this Agreement is projected to be \$30,000.00. Payment for services and disbursements in the aggregate above this amount will require prior written approval of Borough Council.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.


ATTEST:


Kamilah A. Massaquoi

TRIMBOLI & PRUSINOWSKI


Stephen E. Trimboli, Esq.

ATTEST:



BOROUGH OF PENNINGTON


James Davy, Mayor

DATED: