TOWN OF BOZRAH
TOWN HALL
1 RIVER ROAD
BOZRAH, CONNECTICUT 06334

The Bozrah Board of Selectmen held a SPECIAL MEETING on Monday March 18, 2019 at 9:30 AM in the Meeting Room of the Bozrah Town Hall at 1 River Road, Bozrah, Connecticut.

MINUTES

1) Call to order/attendance: Called to order at 0930 AM. Full Board of Selectmen, Attorney Bruce Chudwick of Shipman, Goodwin LLP, and one member of the public

2) Public comment(s): None

3) Inter Municipal Agreement (Norwich Public Utilities) and exploratory Counsel Representation discussion with Attorney Bruce Chudwick of Shipman/Goodwin: Selectmen explained the IMA agreement history and agreement objectives with Attorney Chudwick. Copies of the Optimus Utilities Buy Back agreement and other previous correspondence concerning the IMA were presented to Attorney Chudwick.

   MOTION: Pianka/ SECONDED: Zorn   To enter into and sign Legal Services-Inter-Municipal Agreement for Sewer System Project dated March 14, 2109 (copy attached)
   PASSED-UNANIMOUS

4) Public comment(s): Ray Barber of Goshen Road: This is essential to development. Housing is not preferred development. Bonding adds to cost of financing.

5) Adjourn: Meeting adjourned at 10:40 AM

Respectfully Submitted,
Glenn S. Pianka
First Selectman
March 14, 2019

VIA EMAIL ONLY
Mr. Glenn Pianka, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334

Re: Legal Services - Inter-Municipal Agreement for Sewer System Project

Dear Glenn:

This letter is to describe our legal services, and the cost of such services, to be provided to the Town of Bozrah (the “Town”) for the review, negotiation and drafting (as needed) of an Inter-Municipal Agreement between the Town and the City of Norwich Sewer Authority (“Norwich”) for a regional structure for the transportation and treatment of wastewater from the Town to Norwich.

This letter and the attached Terms of Representation constitute the formal engagement agreement between the Town and our firm and describe the scope and terms of our engagement. If you have any questions or concerns about the terms of our representation, please let me know.

As I described in my December 21, 2018 letter to you concerning our bond counsel services, we have delayed any increases to our hourly billing rates until the beginning of the Town’s next fiscal year. Therefore, we will continue to bill for our services at the 2018 Public Sector Rates that our firm charges its governmental and nonprofit clients. These rates are discounted from our standard hourly rates in varying amounts depending on the seniority of the attorney. These rates will be in effect through June 30, 2019. Starting July 1, 2019, these rates will be increased to our 2019 Public Sector Rates and will be effective through June 30, 2020. My 2018 Public Sector Rate is $420 per hour and my 2019 Public Sector Rate is $475 per hour. I will be assisted as needed by Danielle Braun, an associate at the firm. Her 2018 Public Sector Rate is $285 per hour and her 2019 Public Sector Rate is $330 per hour. We will also bill the Town for reimbursable out-of-pocket expenses (at cost) such as
mileage to and from meetings (at the IRS rate) and overnight delivery charges. We do not charge for costs included as part of our billing rates, such as telephone and fax charges and routine copying charges. For large copy projects we would bill for copies at 5 cents per page. Our bills will be sent to the Town monthly and are payable upon receipt.

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with our representation up to the date of termination, as well as any legal time or other expenses associated with transferring the work to other counsel. We reserve the right to terminate our representation for nonpayment of fees or for other reasons upon reasonable notice to you and consistent with applicable court rules and the Rules of Professional Conduct.

If you have any questions concerning these terms or wish to discuss our fees and charges, please feel free to call me. Otherwise, if you are in agreement with this proposal, please indicate by signing below and returning a copy of this letter to me.

We are very pleased to be able to provide our services to the Town, and we look forward to working with you to complete this important project.

Sincerely,

Bruce A. Chudwick

BAC: lao
7469970v1

ACCEPTED AND APPROVED:

TOWN OF BOZRAH

By: [Signature]
Glenn Pianka, First Selectman
Date: March 18, 2019
TERMS OF REPRESENTATION

The accompanying engagement letter and these Terms of Representation constitute the agreement between Shipman & Goodwin LLP (the "firm" or "we") and the client or clients identified in the engagement letter (the "Client" or "you"), under which the firm will represent you in the matter or matters described in the engagement letter. If you disagree with any of these terms, please notify us immediately so that we can resolve any differences at the outset of this engagement and proceed with a clear and complete understanding of our relationship.

1. Our Client. We will consider only the Client identified in the engagement letter to be our client for the specific matter or matters identified in the engagement letter. Any attorney-client privilege is, therefore, only between the Client and the firm.

2. Client Responsibilities. Because our representation of you depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide the firm with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our representation or as reasonably requested by us. You also agree to cooperate fully with us, including making your officials and employees available to us when necessary and responding in a timely fashion to requests for information or decisions necessary for our representation of you.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

3. Staffing. We endeavor to staff matters efficiently and cost effectively, which means that the principal lawyer identified in the engagement letter may call upon other attorneys and paralegals to provide services to you. In some circumstances, this delegation may be for the purpose of involving legal professionals with expertise in a given area or to assist the principal lawyer in providing services on an efficient, economical and timely basis.

4. Scope of Services. The scope of services to be rendered by the firm under this engagement is only what is described in the engagement letter. You and we can limit or expand the scope of our representation from time to time to meet your needs, but any such change should be confirmed in writing. Unless you and we otherwise agree in writing, these Terms of Representation will also apply to any additional matters we agree to handle on your behalf.

Unless expressly set forth in the engagement letter or in writing, our representation of you will not include the following tasks: reviewing your insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you or notifying insurance carriers about such matters, or providing investment or accounting advice or investigating the character or credit of persons with whom you may be dealing.

5. Billing Terms.

a. Fees. Our fees for legal services are based on the time spent handling your matter at our individual hourly rates or as otherwise set forth in the engagement letter. We may change our rates from time to time, usually on an annual basis, but we will advise you of any changes in our rates before the changes take effect. Hourly charges are applied to the total time devoted to your representation, including travel time, unless otherwise agreed to in writing. Any billing arrangements that differ from these Terms of Representation will be discussed and agreed to between you and the billing attorney and set forth in the engagement letter.

In litigation and other matters involving computerized documents or voluminous material that needs to be reviewed, the firm may use the services of its Litigation Support Team to assist with electronic discovery or document management using firm-provided technology tools. The services provided by the Litigation Support Team require significant expertise and include, among others, the coordination and consultation of discovery review and production, development and hosting of document review databases, and the preparation and presentation of electronic evidentiary materials at trial. We will bill time spent by members of the Litigation Support Team on an hourly basis.

b. Expenses. In addition to fees for legal services, you will be responsible for expenses that we incur in the course of this representation. Expenses may include such items as travel, copying, messenger services, conference calls, and filing fees. We will charge for these expenses based on our actual costs, or an approximation of our actual costs, and any applicable sales or service taxes. In addition, it may be necessary to incur expenses with outside contractors, such as court reporters, expert witnesses, investigators, surveyors, or
title companies. These expenses may be paid by you directly or included in our invoices, as you and we may agree.

c. Retainer. For certain types of matters, we require that clients provide us with an initial fee retainer or advance payment. The amount and applicable terms of any retainer or payment are as provided in the engagement letter.

d. Payment of Invoices. Unless you and we otherwise agree in writing, we will send you a monthly invoice that reflects the amount of our fees and expenses attributable to the matter. These monthly statements typically set forth the date the work was performed, the person performing that work, the nature of the services or expenses and the amount of time logged. Each invoice is payable upon receipt. Interest will accrue at the legal rate on unpaid invoices after 30 days. We may discontinue representation in accordance with the applicable Rules of Professional Conduct if our invoices are not paid in a timely manner.

If you have any questions regarding our invoices or any billing issues, we ask that you immediately contact the billing attorney, the principal attorney for the matter, or our Accounting Department.

6. Electronic Communications. It is likely that during the course of this engagement both you and we will use electronic devices and Internet services, including e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and we understand that you agree that the benefits of using this technology outweigh the risk of accidental disclosure. In order to protect the confidentiality of electronic communications, we have taken several precautions, including randomized secure password access to our email accounts and optional encrypted communications. To enhance the security of your communications with us, you may also want to make sure that any computer or device used in communicating with us is password protected and not accessible for use by any third party. This means you should take care if you use any computers or other electronic devices that are owned, controlled, or may be accessed by others, including but not limited to, an employee or volunteer public official, to send or receive confidential information to or from us. Confidentiality of our communications may be lost if one uses computers, servers or other electronic devices provided by third parties.

7. No Warranty of Outcome. From time to time, we may express opinions concerning various courses of action and the results that might be expected. Any such statement that we make is intended to be an expression of opinion only, based on the information available to us at the time, and we make no guarantees or promises as to the outcome or the amounts recoverable in connection with this matter.

8. In-Firm Privilege. Our firm has a general counsel who provides assistance to our lawyers and staff. You agree that if any of the firm lawyers representing you consult with the firm’s general counsel or the general counsel’s designees regarding your representation, those are privileged and confidential communications of the firm. You will not be billed for any such communications or consultations.

9. Files. Documents you provide to us, our correspondence with you or third parties, and the final version of documents that the firm creates for you are considered your files and belong to you. At the conclusion of this matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of these materials in our files you wish us to forward to you for your own purposes or to comply with any applicable public records retention requirements, although we reserve the right to copy any of them for our files as we deem appropriate. Our own files pertaining to the matter belong to us and will be retained by the firm. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers’ work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

At the conclusion of our representation of you and subject to any applicable public records retention requirements, all files and documents retained by the firm for this matter may be maintained only in electronic form and/or destroyed or otherwise disposed of without further notice to you. We typically will retain our files for only a reasonable period of time after the conclusion of a matter.

10. Firm Marketing. We may want to use your name, logo, and a general description of our representation of you (without disclosing confidential information) in our business development efforts and materials. If you object to any such use, please let us know at the beginning of this engagement. Otherwise, we will assume that you have no objection.

11. Termination or Conclusion of Representation. You have the right to terminate our representation at any time for any reason, and we may terminate our representation in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate representation include: (1) nonpayment of our fees or
expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of the firm; or (6) any other reason permitted or required under the applicable Rules of Professional Conduct.

In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

The attorney-client relationship for this matter will be considered terminated upon the completion of the work contemplated by this engagement, but in any event no later than six months after we send you our statement for the final services rendered in the matter. If you later retain us to perform further or additional services on this matter, the attorney-client relationship will be revived subject to any new or supplemental terms of engagement that you and we may agree upon in writing at that time.

12. Post-engagement Responsibilities. Unless you engage us to provide additional advice on issues arising from the matter, after the conclusion of our representation on this matter, we will have no continuing obligation to provide advice to you with respect to future legal developments.

13. Governing Law. The rights and obligations of you and the firm arising under or in connection with our representation of you on this matter will be governed by the laws of the State of Connecticut, without regard to conflicts of laws principles.