

or modification of said projected plan and budget. Where the Services specified in the original projected plan and budget are not performed or fully completed to the satisfaction of the Town Manager within six months of the projected completion date set forth in the original projected plan and budget, the compensation rates set forth in subsection 3.1 of this Agreement for the remaining Services shall all be reduced prospectively by ten percent of the original rate for each additional six months it takes the FIRM to complete the work to the satisfaction of the Town Manager, unless failure to complete the work within the specified time period was beyond the control of the FIRM as determined by the Town Manager. The Town Manager, in his sole discretion, shall determine when the work has been satisfactorily completed.

3.4 The TOWN agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, long distance telephone calls, document printing, and transcript or deposition costs. The TOWN shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, duplicating, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff, meals and transportation costs or expenses unless they are approved in advance and in writing by the Town Manager. The FIRM shall be reimbursed for reasonable expenses for transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel as approved in advance and in writing by the Town Manager.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the Town Manager. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Prior to undertaking research that utilizes WESTLAW or LEXIS or any other similar legal research database or service, the prior written approval of the Town Manager is required if FIRM intends to seek reimbursement of any attendant costs from the TOWN. Any written material produced as a result of such research must be submitted to the Town Manager or his or her designee. The Town Manager shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the TOWN concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys or staff within the FIRM shall be limited to the time and billing rate of the most senior attorney or staff member participating in the communication ~~these instances when collaboration between attorneys is expected to be of benefit to the Town.~~ These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Town Manager shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Town Manager, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the TOWN in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the Town Manager, the FIRM shall be compensated for the time of the most senior attorney in attendance.

ATTACHMENT A

(a) The FIRM shall prepare a report exploring the variety of governance models for the management of water utility operations and explore them with such TOWN officials and employees as directed by the Town Manager. The budget for performance of this task shall not exceed \$25,000. The FIRM shall submit to the Town Manager a draft of the report required under this section not later than FORTY FIVE (45) days following the execution of this agreement. The issuance of a final report shall be dependent upon the prior review and comment of the TOWN.

(b) The FIRM shall **be available for general consultation and** represent the TOWN at meetings with the University of Connecticut ("UConn") and other agencies and entities regarding the TOWN's Water Supply, as directed by the Town Manager. The budget for performance of this task shall not exceed \$25,000.