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October 11, 2017

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John Elsesser
Town Manager
Town of Coventry
1712 Main Street
Coventry, CT 06238

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David J. Petrone, Ed.D.
Superintendent of Schools
Coventry Public Schools
1700 Main Street
Coventry, CT 06238

Re: Legal Representation – Microgrid RFP

Thank you for selecting Michaud Law Group LLC (the “Firm” or “Michaud Law Group LLC”) for the Town’s legal representation regarding the development and deployment of a microgrid on the Town’s behalf. I will serve as your primary contact at the Firm for this matter. I am also available to respond to any questions or concerns. This letter will describe the basis on which the Firm will provide legal services.

Client. As we have discussed, our client will be the Coventry Town Council and Coventry Board of Education (together referred to as the “Town”). John Elsesser and David Petrone will be the primary contacts for the Town.

Scope of Representation (Legal and Technical). Michaud Law Group LLC, with the assistance from ECG Group (Technical Consultant), will draft and deploy a comprehensive Request for Proposals (“RFP”) for the Town as it seeks to procure a microgrid for certain of its municipal facilities. The Firm and the Technical Consultant will also provide the following legal and technical services to assist the Town as it procures and selects a Qualified Microgrid Contractor (“QMC”):

1. Compile utility bills and data to support the development of a microgrid and RFP for QMCs;
2. Prepare and issue the RFP to solicit a QMC;

3. Ensure that the RFP attracts multiple competitive and qualified proposers;
4. Schedule and oversee the pre-proposal conference and be the main point of contact for all RFP technical questions;
5. Review the qualifications and experience of proposers, and provide a detailed evaluation of the proposals, including assessment of microgrid measures, baseline assumptions, and commissioning provisions;
6. Manage requests for information, participate in board, department, and other Town related meetings, oversee interviews, and assist the Town in selecting the proposal that is in the best interests of the Town;
7. Draft and negotiate all necessary contracts regarding the Town retaining the QMC;
8. Review engineering plans, specifications, and applications for approval by all applicable agencies to ensure that all code, safety, and operational requirements are addressed and that the project is completed safely and in compliance with the Town's unique needs;
9. Provide construction administration services to ensure that the microgrid project is completed in accordance with approved plans and specifications and the contract;
10. Review commissioning procedures to ensure that the microgrid project operates as designed; and
11. Review the final project acceptance certificate and assist the Town in ensuring that all grants, aid, rebates, loans, and incentives have been applied for and received by the QMC where applicable and required.

Alternative Fee Arrangement. AT NO TIME WILL THE TOWN BE RESPONSIBLE FOR ANY FEES REGARDING THIS LETTER AGREEMENT. Michaud Law Group LLC and ECG Group will conduct the above Scope of Representation, including both the legal and technical review, through separate one-time fees, from the selected QMC as follows:

A. Legal Services (Michaud Law Group LLC):

- If the total project construction cost is \$2,000,000 and above: the QMC fee shall be 5% of the total project construction cost.
- If the total project construction cost is less than \$2,000,000: the QMC fee shall be 6% of the total project construction cost.

B. Technical Services (ECG Group):

- If the total project construction cost is \$2,000,000 and above: the QMC fee shall be 5% of the total project construction cost.
- If the total project construction cost is less than \$2,000,000: the QMC fee shall be 6% of total project construction cost.

No fees will be received by the Firm or Technical Consultant unless the Town signs a contract with a QMC to design, submit, and implement the approved microgrid application. All payments to Michaud Law Group LLC and ECG Group will be funded and paid by the QMC selected by the Town.

THE TOWN UNDERSTANDS THAT THIS ENGAGEMENT IN NO WAY CONSTITUTES A FEE SHARING ARRANGEMENT BETWEEN THE FIRM AND THE TECHNICAL CONSULTANT.

The above Alternative Fee Structure shall apply only to the RFP and project development costs (i.e. RFP, LOI, PPA, Interconnection and O&M Agreement, as well as the technical review). Any legal costs associated with any other aspect of microgrid system, including financing and litigation would be subject to a separate – mutually agreeable fee agreement to be worked-out with the Town ahead of time.

The Firm and the Technical Consultant's fees shall be funded and paid directly by the QMC that the Town selects and shall be paid to Michaud Law Group LLC and ECG Group as follows:

- 30% upon the Town signing microgrid contract with the QMC;
- 30% upon submittal of plans and specifications to DEEP by the QMC;

- 30% upon approval of the QMC's plans and specifications by DEEP; and
- 10% upon the QMC's substantial completion of the microgrid project.

Each of the above payments shall be made separately to Michaud Law Group LLC and ECG Group by the selected QMC within 30 days of receipt of the invoice for payment from Michaud Law Group LLC and ECG Group, and in no event greater than 45 days from the date of receipt of the invoice. Invoices that have not been paid within 45 days of receipt of such invoice shall be subject to interest at the rate of 18% per annum.

I am honored that the Town has entrusted this matter to the Firm. If at any time you have a question regarding the progress of your matter, please contact me right away.

Sincerely,



Paul R. Michaud

AGREED AND ACCEPTED:

John Elsesser
Town Manager

Date: _____

David J. Petrone, Ed.D.
Superintendent of Schools

Date: _____