6.2.1

JUNE 2026 REFUNDS

NAME	REQUESTOR	ADDRESS	DESCRIPTION	BILL NUMBER	TYPE	REASON	AMOUNT
BIEN-AIME PAULE	TAXPAYER	35 FAIRVIEW TER, DERBY, CT 06418-1414	368324	2024-03-50858	MV	OVERPAYMENT	($362.73)
LAPRISE LAURIE	TAXPAYER	9 WINTER ST, DERBY, CT 06418-1315	139786	2024-04-81843	MV	OVERPAYMENT	($46.18)
MCDONALD TARA J	TAXPAYER	36 CHATFIELD ST, APT 3, SEYMOUR, CT 06483-1409	316708	2023-03-55783	MV	OVERPAYMENT	($98.13)
TOYOTA LEASE TRUST	LEASING COMPANY	525 FELLOWSHIP ROAD, SUITE 330, MT LAUREL, NEW JERSEY 08054-3415	121890	2024-03-58844	MV	OVERPAYMENT	($286.34)
AMDERSON ERIC N & MELANIE	TAXPAYER	28 LAKEVIEW TERRACE, DERBY, CT 06418	28 LAKEVIEW TERRACE	2025-17-1284	SU	OVERPAYMENT	($57.73)
ECHOLS JAMILA KHADIJAH	TAXPAYER	28 SMITH ST, DERBY, CT 06418	28 SMITH STREET	2025-07-3012	SU	OVERPAYMENT	($87.25)
MURILLO TERESA (EST) DAMICOI CONSUELO (FID)	TAXPAYER	503 DOGWOOD RD, ORANGE, CT 06477	503 DOGWOOD RD	2025-07-2365	SU	OVERPAYMENT	($751.15)
							($1,689.51)

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7.1.1

All Habitat SERVICES, LLC.

CT DEEP #PMBR.02020
CT HIC #HIC.0647669
NY DEC #13326

2 Tipping Drive, PO Box 231
Branford, CT 06405
(203) 245-1212
www.allhabitat.com

June 10, 2026

Mike Piscioneri
Public Works
Town of Derby
49 Coon Hollow Rd
Derby, CT 06418

Dear Mike,

Thank you for your interest in All Habitat Services' aquatic plant management program for Witek Memorial Park in Derby, CT. We are pleased to have this opportunity and offer the following proposal for your consideration.

Common reed (*Phragmites australis*) is best controlled by applying the aquatic herbicide Imazapyr 4SL® (Imazapyr) with an aqueous, foliar application technique using low-ground pressure, all-terrain vehicles. The herbicide will efficiently translocate into the plant's rhizome system, immediately arresting the growth cycle and limiting the extent of their above ground biomass. It will significantly reduce stem density and effectively control these stands. The herbicide will be selectively applied to avoid non-target injury and allowing any suppressed species to flourish once these competitive species are eliminated. In sensitive areas, application is conducted by spot spray on foot with low-pressure backpack sprayers using a thin invert emulsion technique. Selective application is used to avoid any possible drift or overspray that could possibly harm any existing native vegetation. Herbicide application should occur in the late spring to early summer when the plants are actively growing, and foliage is sufficiently expressed. A secondary application is necessary in the late summer to early fall to target any remaining or newly emergent growth.

Cutting the *Phragmites* during the dormant season will reduce the above ground biomass and prepare the site for a more efficient spray application to any new growth emerging in late spring. We use heavy duty, commercial hand trimmers to cut the dead stems into fine mulch where the area is too established with native, desirable species. Where the infestations are greater, we will use low ground pressure mowing equipment. This equipment produces 0.5-1.0 pounds of ground pressure per square inch, which does not have any significant impact on the sensitive peat layer. Mowing will also have an immediate impact on the area by restoring visibility to the marsh and promoting suitable conditions for the release and return of native vegetation.

Due to the regulations of chemical usage in state waters (i.e. tidal wetlands), we will need to submit an application for a CT DEEP Aquatic Permit prior to any herbicide treatment. If the project site is located within an area identified as a habitat for endangered, threatened, or special concern species, then a Request for NDDB State Listed Species Review form must first be submitted. The review process generally takes 4 to 6 weeks and may require a qualified botanist/biologist/scientist/etc. to complete an ecological survey of the treatment site, as well as

flagging, monitoring, and identification in accordance with the determination requirements. If this is the case, there will be an additional fee for these services.

Shared Contractor/Client Responsibilities

It is understood that you will assist us in complying with the following:

- Post notification at the property in compliance with CGS 22a-66a-1(h), noting any temporary water use restrictions.
- Provide two separate pre-treatment notifications of the date of application to any tenant, member, and owner of an in fee or common abutting shoreline property interest of the lake or pond to be treated in compliance with CGS 22a-66a-1(h).
- While no fish mortality is anticipated because of a pond treatment, in the unforeseen event fish do die, All Habitat Services shall not be held liable for the loss (replacement/damages).

We are confident that we can provide highly effective control services and that further management needs should decline significantly in the following seasons. This species has been identified as persistent invasive species known for recovering from its prolific seed production and aggressive underground perennial rhizomes. It is prudent to plan for a multi-year control commitment to ensure a successful program for this site. Based on the prescriptions we have developed and the density of the target species, we have produced the following assessment of costs:

Witek Memorial Park Ansonia Reservoir- Derby CT Phragmites Management Plan Years (Based on 1.8 Acres)		
Scope of Services	**Timeline**	**Cost**
Year 1		
NDDB Preliminary Review Request	ASAP	$250.00
Dormant Season Mulch Mowing	November 2026-March 2027	$2,500.00
Wetland Scientist/Botanist/Biologist*	TBD	$800.00-$2,600.00
CT DEEP Aquatic Pesticide Permit	TBD	$350.00
Early Season Herbicide Application**	June/July	$2,500.00
Late Season Herbicide Application**	August/September	$2,500.00
Total Cost Year 1		**$8,100.00**
Year 2		
CT DEEP Aquatic Pesticide Permit	January-March	$350.00
Dormant Season Mulch Mowing	November 2027-March 2028	$2,250.00
Early Season Herbicide Application	June/July	$2,150.00
Late Season Herbicide Application	August/September	$2,150.00
Total Cost Year 2		**$6,900.00**
Year 3		
NDDB Review Request Renewal	ASAP	$250.00
CT DEEP Aquatic Pesticide Permit	January-March	$350.00

7.1.1

Dormant Season Mulch Mowing	November 2028-March 2029	$2,050.00
Early Season Herbicide Application	June/July	$1,800.00
Late Season Herbicide Application	August/September	$1,800.00
Total Cost Year 3		**$6,250.00**
	Total over 3 years	**$21,250.00**

*Wetland scientist/botanist/biologist services are contingent on the determination of the NDDB preliminary assessment and therefore cost is an estimated range. This a third-party cost and not incorporated into our total cost of proposed services.
**The schedule of herbicide applications is subject to change due to the permitting process.

The above prices are valid for 30 days. Prices are inclusive of all labor, materials, specialized equipment, onboard GIS navigation and spray mapping, mobilization, and demobilization costs, unless otherwise specified. All prices are subject to applicable sales tax unless a valid exemption certificate is on file. **A 25% deposit will be required upon execution of the contract and payment (in full) will be due upon receipt of the invoice.**

Best regards,

Grace Ramcke

Grace Ramcke PMCS.0066670
Aquatics Project Manager
All Habitat Services, LLC

8.1.1

Establishing a Shared Director of Human Resources Position

Between the City of Derby and the Derby Board of Education

RESOLUTION

WHEREAS, the City of Derby ("City") and the Derby Board of Education ("Board") each maintain separate human resources functions; and

WHEREAS, both bodies have determined that a shared Director of Human Resources position will promote operational efficiency, consistency in employment practices, compliance with state and federal law, and fiscal responsibility; and

WHEREAS, the parties desire to establish a governance structure that ensures shared authority, transparency, and long-term sustainability across changes in elected or appointed leadership;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. ESTABLISHMENT OF POSITION

1.1 There is hereby established the position of **Director of Human Resources ("Director")**, to serve jointly the City and the Board of Education.

1.2 The Director shall be a full-time position and shall not be eliminated, restructured, or converted without compliance with Section 10 of this Resolution.

SECTION 2. APPOINTMENT PROCESS

2.1 The Director shall be selected through a **joint search process.**

2.2 A Search Committee shall be established consisting of:

- Two (2) members appointed by the Mayor
- Two (2) members appointed by the Board of Alders
- Three (3) members appointed by the Board of Education
- The Superintendent of Schools (ex officio)
- The City's Chief Administrative Officer or designee (ex officio)

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2.3 The Search Committee shall recommend no fewer than two (2) finalists.

2.4 Appointment of the Director shall require:

- Majority vote of the Board of Alders; and
- Majority vote of the Board of Education.

2.5 No appointment shall be effective unless approved by both bodies.

SECTION 3. TERM OF EMPLOYMENT

3.1 The Director shall serve as an at-will employee.

SECTION 4. REPORTING STRUCTURE

4.1 The Director shall:

- Report functionally to the Mayor or designee for purposes of payroll, municipal compliance, and city-wide HR coordination.
- Report functionally to the Superintendent of Schools for all matters pertaining to Board of Education personnel.

4.2 The Director shall owe equal fiduciary and professional duties to both entities.

SECTION 5. DUTIES AND AUTHORITY

5.1 The Director shall be responsible for:

- Labor relations coordination
- Collective bargaining support
- Policy development and compliance
- Risk management and employment law compliance

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- Recruitment and retention strategy
- Employee investigations
- Administration of benefits and leave compliance
- Other duties as outlined in the employee agreement

5.2 Specific delineation of responsibilities between City and Board operations shall be set forth in an attached Memorandum of Operational Responsibilities.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Director shall undergo an annual performance evaluation.

6.2 The evaluation shall be conducted jointly by:

- The Mayor or designee; and
- The Superintendent of Schools.

6.3 A consolidated written evaluation shall be presented to both the Board of Alders and the Board of Education.

SECTION 7. COMPENSATION AND COST SHARING

7.1 The Director's salary and benefits shall be funded as follows:

- 50% by the City
- 50 % by the Board of Education

7.2 Any modification to compensation shall require joint approval of both bodies.

7.3 Cost allocation shall be reviewed annually during the budget process.

SECTION 8. REMOVAL

8.1 The Director may be removed from the position:

- Upon majority vote of both the Board of Alders and the Board of Education.

8.2 In the event of dispute regarding removal, the parties shall engage in mediation prior to final action.

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SECTION 9. DISPUTE RESOLUTION

9.1 In the event of a governance dispute regarding the Director's authority, reporting structure, or evaluation:

- The Mayor and Superintendent shall first confer in good faith.
- If unresolved, the matter shall proceed to non-binding mediation.
- If still unresolved, the parties may seek binding arbitration pursuant to agreed-upon procedures.

SECTION 10. WITHDRAWAL OR MODIFICATION

10.1 This shared services structure shall remain in effect unless terminated if

- Either party seeking termination provides not less than 180 days written notice.

10.2 This Resolution shall survive changes in elected or appointed officials.

SECTION 11. EFFECTIVE DATE

This Resolution shall take effect upon approval by both the Board of Alders and the Board of Education.

8.2

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DPC Engineering, LLC
46 Mohawk Drive
Longmeadow, MA 01106

Phone: 413-567-6310
Fax: 413-451-1030
www.DPCengineering.com

May 14, 2026

Mr. Edward Abel
WWTP Superintendent
City of Derby WPCA
1 Caroline Street
Derby, CT 06418

Re: **Engineering Services Proposal**
Value Engineering Services for
Wastewater Treatment Plant Comprehensive Upgrades

Dear Mr. Abel:

As requested, following is DPC Engineering, LLC's (DPC) proposal for the Value Engineering Services for Wastewater Treatment Plant Comprehensive Upgrades (Project) for the City of Derby (City) Water Pollution Control Authority (WPCA). Below is the Project background, as well as DPC's proposed scope of services, schedule, and fee for the Project.

PROJECT UNDERSTANDING

The City WPCA owns and operates a wastewater collection system and Wastewater Treatment Plant (WWTP). The WWTP was constructed in 1964, and was upgraded in 1973 to provide secondary treatment. The WWTP is permitted for a monthly flow of 3.5 million gallons per day (MGD), in accordance with the WWTP's NPDES Permit No. CT0100161. In accordance with upgrades required via Administrative Order No. AOWRMU15003, dated August 3, 2015, the WWTP is in the Design Phase of modernization upgrades to meet the City goals of consistently meeting effluent limits at current and future influent loading conditions, restoration of the WWTP's useful life for the next 25 years of operation, and improvement of overall operability and reliability.

The City issued a RFQ in search of a professional engineering consulting firm to provide Value Engineering (VE) services for the proposed City of WWTP Comprehensive Upgrades Project. After interviews with various engineering firms, DPC was awarded the Project by the City.

SCOPE OF SERVICES

Following is the scope of services associated with the Value Engineering Services for the Wastewater Treatment Plant Comprehensive Upgrades Project:

1. Review the Documents Provided by the City: Meet with City staff and Designer to review the proposed Project, and receive PDF copies of available information, including basis of design, plans, cost estimates, etc. Hold initial discussions with City staff and Designer in order to identify any preliminary thoughts/comments regarding the Project's progression thus far to identify possible issues and Project items needing a more thorough review during the VE process. Perform subsequent internal reviews of available documentation provided to the Project Team by City staff and the Designer.

2. Identify VE Facilitator: DPC's VE Facilitator for the Project will be Dave Prickett, P.E. Dave will handle the day-to-day operations of the Project and be the point of contact for City staff and the Designer.

3. Site Visit: Conduct a site visit with City staff and Designer to better understand the design philosophy being used and identify potential constructability issues. Various members of DPC's Project Team will visit the WWTP to review the existing facilities/systems and the proposed upgrades.

4. Focus Areas: DPC will facilitate evaluation of several focus areas associated with the Project, including:

    a. Construction Phasing: Facilitate the evaluation of construction phasing to maximize maintenance of WWTP operations. Work with City staff and Designer to identify which parts of unit processes can be taken off-line, and for how long, to ensure that WWTP operations can maintain permit compliance during the proposed construction. Review the timing of possible downtimes with City staff and Designer to ensure permitting compliance during construction activities.

    b. Alternative Concepts: Facilitate identification and evaluation of potential alternative concepts with preliminary opinions of probable project cost (OPPC). Perform an initial review of Project components, identifying and grouping pieces together in order to create value groups. Review groups of value engineering concepts in order to identify areas with potential for value improvement. Create a ranking system for treatment functions in accordance with the City's needs, weighing cost-effectiveness and importance to meeting permit compliance requirements. Emphasize operational flexibility beyond construction as a key element to the VE process. Create alternative solutions for achieving Project key functions and goals. Develop a scoring/weighting matrix to compare alternatives in accordance with the City's Project goals of meeting permit compliance in a cost-effective manner for both short-term and long-term goals.

    c. Other Focus Areas: Review the Project with City staff and Designer. Identify concerns/comments regarding the Project's progression thus far to identify possible issues and Project items needing a more thorough review. Prepare preliminary OPPCs. Integrate other focus area needs into scoring/weighting matrix outlined above.

5. Coordination with City Staff and Designer: Maintain consistent and clear communication throughout the Project with City staff and Designer. Provide regular Project updates. Facilitate meetings and summaries thereafter.

6. VE Workshops and Meetings: Plan, facilitate and attend the following workshops during the VE Project, including VE facilitator/team, City staff and Designer, to achieve the set goals for the Project, including:

    a. Basis of Design Report: Conduct VE workshop, at City provided location, for review of the Basis of Design Report for the proposed WWTP Upgrades. This is a one-day workshop, with an on-site duration of approximately six hours.

b. 30% Design Phase: Conduct VE workshop, at City provided location, for review of the 30% Preliminary Design Drawings for the proposed WWTP Upgrades. This is a one-day workshop, with an on-site duration of approximately six hours.

7. Preliminary VE Recommendations: Following the two above VE workshops, prepare preliminary VE recommendations into a summary outline, to be distributed to City staff and the Designer. The preliminary VE recommendations summary will be used in future discussions and follow-up workshops between the Project stakeholders.

8. Post-VE Meeting: Present preliminary VE recommendations to Project stakeholders (City, Designer and CT-DEEP) in-person at a City provided location. Review aspects of the VE process, explaining how recommendations resulted, covering factors such as lifecycle cost analyses and permit compliance considerations.

9. Draft Summary Report: Following Tasks 1 through 8, prepare draft summary report. The draft summary report for the VE Project will include preliminary findings, VE goals and methodology, scope of analysis, alternatives developed with corresponding potential cost savings, as well as any changes discussed and agreed upon from the VE workshop discussions with Project stakeholders. Submit PDF copy of draft summary report to Project stakeholders for review and comment.

10. Coordination Regarding Draft Summary Report: Coordinate and review the draft summary report with City staff and the Designer. Incorporate questions and review comments, for inclusion in the final summary report.

11. Final Summary Report: Update and finalize summary report for the VE Project. Submit PDF copy of final summary report to Project stakeholders for review and approval.

PROJECT SCHEDULE

Upon authorization from the City, we will commence the Project. The overall duration of the Project is approximately 14 to 16 weeks depending on the City review periods in between meetings.

PROJECT BUDGET

DPC will complete the work described in the Scope of Services for the lump sum fee of $79,962.75, which is based on utilization of DPC's attached terms and conditions of May 14, 2026 and the City of Derby's attached Rider.

We look forward to the opportunity to implement this Project with the Derby WPCA and its staff. Please contact me by cell at 860-418-9676 or by email at dave.prickett@dpcengineering.com if you have any questions or need additional information.

Sincerely,

DPC ENGINEERING, LLC

David R. Prickett

David R. Prickett, P.E.
President

The following provisions are incorporated into the Agreement.

City of Derby Rider:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the Connecticut Superior Court for the Judicial District of Ansonia/Milford at Milford. Each party hereby consents to the personal jurisdiction of such courts and waives any right to a jury trial.

2. **Termination.** If the Engineer is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Engineer or for any of its property, or if its files a petition to take advantage of any debtor's act, or to recognize under the bankruptcy or applicable law, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Engineering Consultant Services and its construction, or if otherwise violates any material provision of the Agreement, then the WPCA may, without prejudice to any other right or remedy and after giving the Engineer and its surety (if any) a minimum of ten (10) days from delivery of a written notice, terminate the services of the Engineer. In the event of termination by the WPCA, in addition to any other right or remedy available to the WPCA, if the direct and indirect costs of completing the construction of the Engineering Consulting Services, including compensation for additional professional services, exceed the unpaid balance of the Agreement price, then the excess shall be paid by the Engineer. The WPCA may also, at any time, elect to cancel this Agreement, without cause and without prejudice to any other right or remedy. If the WPCA cancels this Agreement, then the Engineer shall be paid for expenses incurred up to the date of such cancellation.

3. **Counterparts and Electronic Signatures.** The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Contract. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Agreement and this Rider as to the parties and may be used in lieu of the original Agreement for all purposes.

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STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated May 14, 2026 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between DPC Engineering, LLC ("Engineer"), with an address of 46 Mohawk Drive, Longmeadow, MA 01106 and the City of Derby ("Client"), with an address of WPCA, Derby City Hall, 1 Elizabeth Street, Derby, CT 06418 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.

1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

2.1 Engineer will perform all work in accordance with the attached Scope of Services.

2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.

2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.

2.5 Engineer shall have all licenses and permits required by the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement.

3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.

3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.

3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.

5. Billing and Payment

5.1 Client shall pay Engineer on a lump sum basis as set forth in the attached Scope of Services.

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46 Mohawk Drive
Longmeadow, MA 01106

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5.2 Payment is due within 30 to 45 calendar days upon receipt of Engineer's invoice.

5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.

5.4 No deductions shall be made from Engineer's compensation on account or sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.

5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon ten days' written notice to Client, suspend performance of services under this Agreement. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

6. Ownership and Use of Documents

6.1 All final deliverables prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Upon completion of the project and payment to Engineer, final deliverables shall also become property of the Client.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's insurance policies.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

8.1 Engineer is protected by Worker's Compensation Insurance, Employer's Professional Liability Insurance, and by General Liability Insurance each (with the exception of Workers' Compensation) with a minimum limit of $1,000,000 per occurrence and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such

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claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

12. Dispute Resolution

12.1 Refer to Paragraph 18.2.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

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14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Pre-Existing Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take

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reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at it's option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

18.2 The prevailing party in any lawsuit, appeal, bankruptcy or other legal proceeding relating to this Agreement or its appendices shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party. Any action to enforce or interpret this Agreement shall be commenced or maintained only in the Connecticut Superior Court in the Judicial District of Ansonia/Milford.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is

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the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)

8.2

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

DPC ENGINEERING, LLC

By: David R Prickett

Printed: David R. Prickett, P.E.

Title: President

Thereunto duly authorized

Date: May 14, 2026

CLIENT:

CITY OF DERBY, CONNECTICUT

By: _____

Printed: Joseph L. DiMartino

Title: Mayor

Thereunto duly authorized

Date: _____

8.2

RIDER TO

ENGINEERING SERVICES PROPOSAL
VALUE ENGINEERING SERVICES FOR
WASTEWATER TREATMENT PLANT COMPREHENSIVE UPGRADES
("Agreement")

MADE BY AND BETWEEN

DPC ENGINEERING, LLC ("Engineer")

AND

CITY OF DERBY, acting herein by and through its
WATER POLLUTION CONTROL AUTHORITY ('WPCA")

DATED MAY 13, 2026

(the "Engineering Proposal")

The following provisions are incorporated into the Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement. **This Rider shall be incorporated into and shall be deemed to be an integral part of the Agreement. In the event of a conflict between the provisions of the Agreement and the provisions of this Rider, those of the Rider shall prevail.**

1. *The following new paragraph is added to Paragraph 18.2.* This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the Connecticut Superior Court for the Judicial District of Ansonia/Milford at Milford. Each party hereby consents to the personal jurisdiction of such courts and waives any right to a jury trial.

2. *The following new paragraph is added as Section 13.3.*

   Termination. If the Engineer is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Engineer or for any of its property, or if its files a petition to take advantage of any debtor's act, or to recognize under the bankruptcy or applicable law, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Engineering Proposal and its construction, or if otherwise violates any material provision of the Agreement, then the WPCA may, without prejudice to any other right or remedy and after giving the Engineer and its surety (if any) a minimum of ten (10) days from delivery of a written notice, terminate the services of the Engineer. In the event of

2.8

termination by the WPCA, in addition to any other right or remedy available to the WPCA, if the direct and indirect costs of completing the construction of the Engineering Proposal, including compensation for additional professional services, exceed the unpaid balance of the Agreement price, then the excess shall be paid by the Engineer. The WPCA may also, at any time, elect to cancel this Agreement, without cause and without prejudice to any other right or remedy. If the WPCA cancels this Agreement, then the Engineer shall be paid for expenses incurred up to the date of such cancellation.

3. *The following new paragraph is added as a new Section 18.9.*

Counterparts and Electronic Signatures. The Agreement and this Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Contract. The exchange of copies of this Agreement and the Rider and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Agreement and this Rider as to the parties and may be used in lieu of the original Agreement and Rider for all purposes.

WPCA **CITY OF DERBY** **acting by and through its** **WATER POLLUTION** **CONTROL AUTHORITY**	**ENGINEER** **DPC ENGINEERING, LLC**
_____ *(Signature)*	_____ *(Signature)*
_____ *(Printed Name and Title)*	_____ *(Printed Name and Title)*

8.3

Capital Projects Recommendation for 25-26 FY

Department	Item	$ Amount	LOCIP Eligible
Town Clerk	Annual request to preserve, maintain & access the permanent records of the City of Derby	$ 20,000	No
Library	Replace Locks and upgrade security at Library	$ 9,467	Yes
Fire Marshal	Fire Marshal's Truck Replacement	$ 63,594	No
Board of Education	Tree Removal	$ 10,000	Yes
Senior Center	Elevator Modernization	$ 235,000	Yes
Veterans Memorial Building	New Roof	$ 40,000	Yes
Fire Dept	SCBA	$ 40,000	No
Fire Dept	Fire House - 74 Cottage St.	$ 45,000	Yes
Parks & Rec	Basketball Court Repair	$ 55,000	Yes
Fire Dept.	HVAC Replacement for Hotchkiss Hose #1	$ 100,000	Yes
Fire Dept.	Chiefs Vehicle	$ 80,000	No
Police Dept.	Recall Recorder Replacement	$ 18,500	No
Police Dept.	CAD/RMS Upgrade	$ 185,000	No
Police Dept.	**Police Vehicle**	**$ 72,000**	**No**
Senior Center	**Skylight coverage (blinds or film)**	**$ 11,000**	**Yes**
Senior Center	**Awning Replacement**	**$ 3,500**	**Yes**
Senior Center	**Front Door Façade Repair**	**$ 4,000**	**Yes**
Total		**$ 992,061**	
	Total Funds available for 25-26FY	**$ 1,022,909**	
	Remaining funds to be allocated	$ 30,849	

Notes:
BOLD items are new additions to 25-26 Recommendation

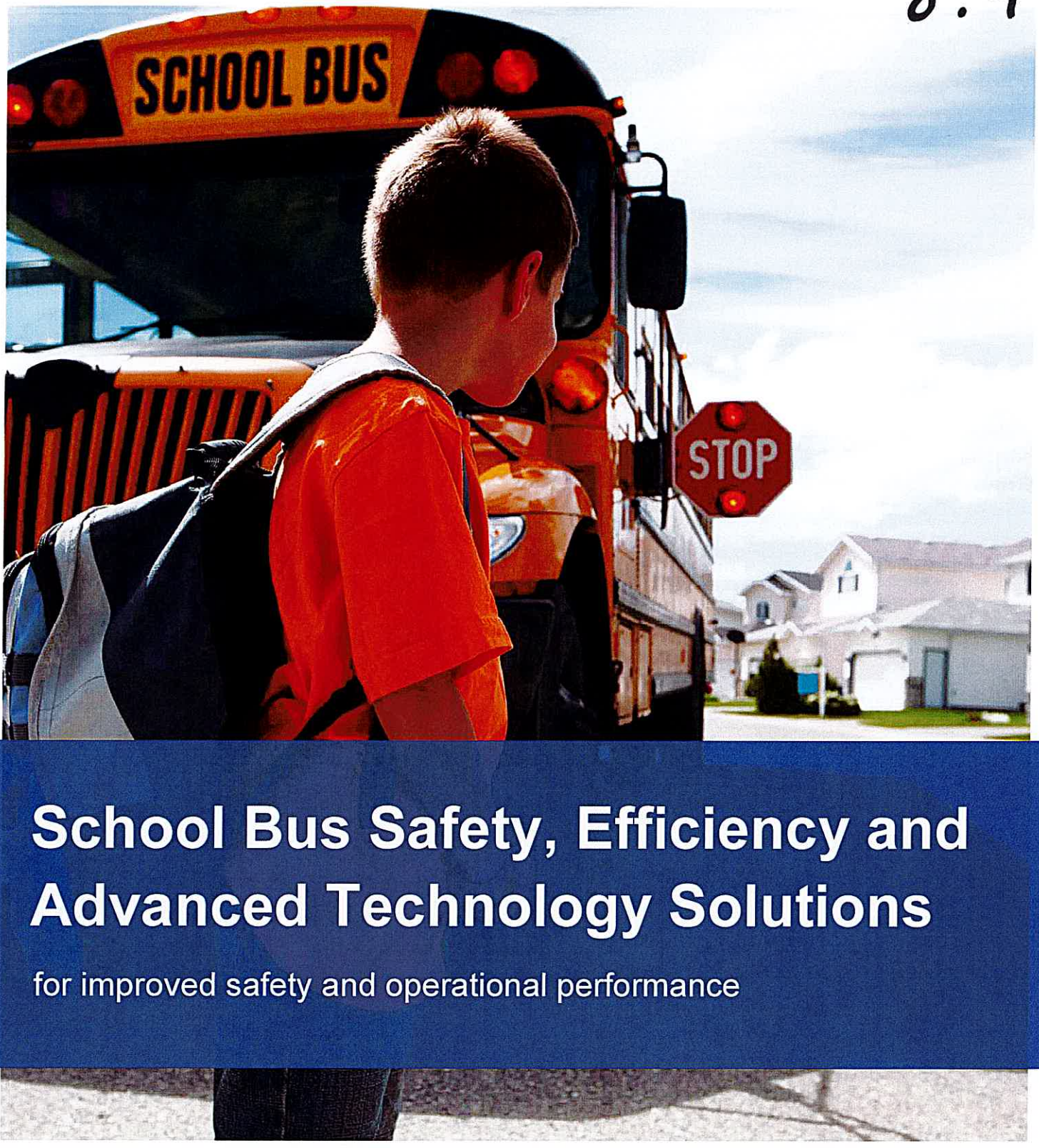
8.3

CAPITAL REQUESTS

Department	Item	Actuals 2023-2024	Estimate 2024-2025	Requested 2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	TOTAL
City Hall & Town Clerk	Annual request to preserve, maintain & access the permanent records of the City of Derby	$ 21,000	$ -	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 121,000
	City Hall Security System		$ 26,479						$ 26,479
	Additional Security Cameras at the BOE		$ 12,486						$ 12,486
	Video equipment upgrades for City Hall Chambers		$ 7,146						$ 7,146
	Traffic Lights				$ 75,000				$ 75,000
									$ 242,111
Public Works	Large Dump Trucks (2 Trucks)	$ -	$ -	$ 273,783	$ 280,000	$ -	$ -	$ -	$ 553,783
	Sweeper		$ 70,000	$ -					$ 70,000
	Hazardous Tree Removal		$ 15,700						$ 15,700
	Mason Dump Trucks				$ 100,000	$ 100,000	$ -	$ -	$ 200,000
	Road Replacement/Interest BANS	$ 2,210,233	$ 345,718	$ 200,000	$ 840,000				$ 3,595,950
									$ 4,435,433
Police	Police Vehicles	$ 132,627	$ 69,578	$ 144,000	$ 144,000	$ 151,000	$ 151,000	$ 151,000	$ 943,204
	Recall Recorder Replacement	$ -	$ -	$ 18,500	$ -	$ -			$ 18,500
	Computer Server Replacements				$ 8,000	$ 16,000	$ 8,000		$ 32,000
	PD Building Cameras					$ 40,000			$ 40,000
	Body Cams/Dams Cams						$ 650,000		$ 650,000
	UPS Batteries				$ 7,000			$ 7,500	$ 14,500
	CAD/RMS Upgrade			$ 185,000					$ 185,000
	Subtotal Police								$ 1,883,204
Board of Education	Tree Removal	$ 12,000	$ -	$ 10,000		$ 10,000	$ 10,000	$ 10,000	$ 52,000
	Johnson Controls Energy Project (Audit Adj.)	$ 65,000							$ 65,000
	Field Lights					$ 100,000			$ 100,000
	Chiller			$ 125,000					$ 125,000
	Window Film				$ 185,000				$ 185,000
	Badge System				$ 150,000				$ 150,000
	Security Fencing - Irving							$ 170,850	$ 170,850
	Security Fencing - Bradley							$ 236,430	$ 236,430
	Security Fencing - DHS/DMS							$ 200,000	$ 200,000
	Paving - Bradley Back Parking Lot				$ 150,000				$ 150,000
	Paving - DHS Back Parking Lot				$ 180,000				$ 180,000
	Irving Landscape					$ 6,250	$ 6,250		$ 12,500
	DHS/DMS Landscaping					$ 18,750	$ 18,750	$ 18,750	$ 56,250
	Maintenance Van				$ 45,000				$ 45,000
	Plumbing				$ 25,000		$ 25,000		$ 50,000
	DHS Gym Sound System				$ 35,000				$ 35,000
	HVAC - Bradley				$ 107,000				$ 107,000
	HVAC - DHS				$ 90,000				$ 90,000
	Subtotal BOE								$ 2,010,030
Derby Public Library	HVAC			$ 400,000					$ 400,000
	Update Library Security System and add cameras				$ 100,000				$ 100,000
	Ext & Int Windows and casements*lead certified				$250,000				$ 250,000
	Push button ADA doors (Main entrance on Exterior and Interior doors and Children's Entrance/Exit door)				$23,000				$ 23,000
	Replace Locks and upgrade security at Library			$9,467	$0				$ 9,467
	Replace carpet and subfloor 3 floors vs. hardwood *easier to clean								$ -
	Children's & Lower Level w/ tiled carpet					$100,000			$ 100,000
	Main Floor w/ hardwood vs waterproof laminate						$ 250,000		$ 250,000
	Community Space and Upper Level w/ hardwood and waterproof laminate flooring							$ 250,000	$ 250,000
	Repaint interior 3 floors *lead certified							$ 150,000	$ 150,000
	Elevator						$ 75,000		$ 75,000
									$ 1,607,467

Veterans Memorial Building									
	New Roof			$ 40,000					$ 40,000
	Air Conditioning					$ 25,000			$ 25,000
	Water Heater						$ 10,000		$ 10,000
	Heating						$ 25,000		$ 25,000
	Fire / Alarm System				$ 50,000				$ 50,000
									$ 150,000
Storm Ambulance	Ambulance				$ 350,000				$ 350,000
	Rescue Truck						$ 1,500,000		$ 1,500,000
	Rescue Boat				$ 40,000				$ 40,000
	Ranger ATV				$ 30,000				$ 30,000
	Subtotal Storm Ambulance								$ 1,920,000
Parks & Recs	Field Replacements				$ 500,000	$ 500,000			$ 1,000,000
	Bradley School Backstop Fence				$ 25,000				$ 25,000
	Basketball Hoops Replacement		$ 6,796						$ 6,796
	New fencing for Little League Field		$ 5,500						$ 5,500
	Basketball Court Repair			$ 55,000					$ 55,000
	HVAC for Veteran's Community Center				$ 25,000				$ 25,000
	Locker Replacements for Veteran's Community Center				$ 7,500				$ 7,500
	Resurfacing of Baseball Infields - Clay		$ 9,161						$ 9,161
	Other Misc.		$ -	$ -	$ 50,000	$ 50,000			$ 100,000
	Subtotal Parks & Recs								$ 1,233,957
Fire Marshal	Fire Marshal's Truck Replacement			$ 63,594					$ 63,594
Senior Center	Elevator Modernization			$ 235,000					$ 235,000
	Skylight coverage (blinds or film)			$ 11,000					$ 11,000
	Awning Replacement			$ 3,500					$ 3,500
	Front Door Façade Repair			$ 4,000					$ 4,000
	Replace Carpet with Vinyl Flooring				$ 42,500				$ 42,500
	Subtotal Senior Center								$ 296,000
Fire Dept	Fire Engine Replacements			$ -	$ -	$ -	$ 3,000,000		$ 3,000,000
	Replacement of Public Safety Radio System			$ 550,000					$ 550,000
	SCBA			$ 40,000	$ 75,000	$ 75,000			$ 190,000
	HVAC Replacement for Hotchkiss Hose #1			$ 100,000					$ 100,000
	Service Vehicles				$ 100,000	$ 100,000			$ 200,000
	Chiefs Vehicle			$ 80,000					$ 80,000
	Fire House - 200 David Humphreys Road				$ 165,000				$ 165,000
	Fire House - 151 Olivia St.				$ 205,000				$ 205,000
	Fire House - 10 Derby Milford Rd				$ 155,000				$ 155,000
	Fire House - 57 Derby Ave.				$ 180,000				$ 180,000
	Fire House - 74 Cottage St.		$ 76,110	$ 45,000					$ 121,110
	Ladder Truck Replacement						$ 2,400,000		$ 2,400,000
	Subtotal Fire Dept.								$ 7,346,110
	TOTALS	$ 2,440,859	$ 644,673	$ 2,612,844	$ 4,814,000	$ 1,312,000	$ 8,149,000	$ 1,214,530	$ 21,187,906
Available/Budgeted Funds		Actuals	Estimate	Requested					
		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	TOTAL
LoCIP		$ 922,040	$ 156,005	$ 157,663	$ 157,663	$ 157,663	$ 157,663	$ 157,663	$ 1,866,361
2025 Capital Plan Program (Referendum)				$ 1,348,783	$ 280,000		$ 4,500,000		$ 6,128,783
Road Bonds		$ 1,300,193	$ 345,718	$ 200,000	$ 1,170,000				$ 3,015,910
Johnson Controls Overpayment				$ 402,011					$ 402,011
General Capital		$ 218,626	$ 143,151	$ 463,235	$ 163,235	$ 163,235	$ 163,235	$ 163,235	$ 1,477,952
Total Est. Capital Funds		$ 2,440,859	$ 644,874	$ 2,571,692	$ 1,770,898	$ 320,898	$ 4,820,898	$ 320,898	$ 12,891,018

8.4



School Bus Safety, Efficiency and Advanced Technology Solutions

for improved safety and operational performance

The City of Derby

School Bus Stop Arm Camera Enforcement Equipment and Ticketing ~~Service~~

May 29th, 2026

SAFE FLEET

SEON

8.4

BID SHEET

School Bus Stop Arm Camera Enforcement Equipment and Ticketing Service

City of Derby
Bids Due:

Per Ticket Issued Revenue Share Breakdown

Option A: 3 Year Contract

Net Ticket Amount for Revenue Share: $ 250

Year	Contractor Amount	City Amount
Year 1	$ 200	$ 50
Year 2	$ 200	$ 50
Year 3	$ 200	$ 50

Option B: 5 Year Contract

Net Ticket Amount for Revenue Share: $ 250

Year	Contractor Amount	City Amount
Year 1	$ 200	$ 50
Year 2	$ 200	$ 50
Year 3	$ 200	$ 50
Year 4	$ 150	$ 100
Year 5	$ 150	$ 100

Having read and fully understood the Request for Proposal and all associated specifications, the undersigned hereby agrees to provide the services described herein.

This proposal shall remain valid for ninety (90) days from the bid due date.

Authorized Signature: M. Hagan
Printed Name: Mike Hagan
Date: May 27th, 2026

#

RECEIVED
By Office of Derby Town Clerk Marc J. Garofalo, MPA, MMC, MCTC at 3:01 pm, Apr 28, 2026

8.4

Executive Summary

This proposal outlines Safe Fleet's plan to support the City of Derby in strengthening student safety through the deployment of a reliable, accurate, and fully managed School Bus Stop Arm Violation Enforcement System (SAVES). Our approach is designed to reduce dangerous illegal passings, improve driver behavior over time, and deliver measurable safety outcomes — while requiring minimal day-to-day involvement from the City of Derby.

The City of Derby Challenge/Opportunity

The City of Derby operates one of the region's school bus fleets and has demonstrated a strong commitment to student safety through continued investment in interior and exterior video technology. As the district looks to further strengthen safety in the school bus danger zone, the focus is not simply on capturing violations, but on implementing a stop arm enforcement program that is accurate, compliant, defensible, and sustainable over time.

The City of Derby is seeking a solution that goes beyond short term enforcement activity—one that:

- Keeps students safe in the school bus danger zone
- Aligns with local statutes and enforcement requirements
- Supports long- term driver behavior change
- Reliably identifies violations with a high level of confidence
- Produces defensible, court ready evidence
- Minimizes operational workload for the City of Derby staff

Across the country, many stop arm programs have been undermined by inaccurate detections, excessive false positives, contested violations, and complex workflows. The City of Derby has the opportunity to build on its strong safety foundation by implementing a program that avoids these challenges—setting a high standard for accuracy, integrity, and public trust while protecting students and reducing operational and reputational risk.

The Safe Fleet Solution

Safe Fleet proposes the Stop-Arm Violation Enforcement System™ (SAVES), a fully integrated, end-to-end enforcement program designed specifically for school transportation environments. SAVES combines specialized onboard hardware, edge-based intelligence, cloud-based Artificial Intelligence (AI) review, and human verification to deliver highly accurate detection and a fully managed enforcement workflow.

Unlike systems that rely on single-layer detection, SAVES uses a multi-layer validation approach engineered to prevent weak or questionable evidence from progressing to law enforcement. This significantly reduces false positives and contested violations, resulting in a practical, scalable, and defensible enforcement program.

8.4

The solution is delivered on a modern, cloud-based platform built on current-generation architecture—not legacy systems. This foundation enables secure and scalable evidence management, device and user administration, real-time system oversight, and comprehensive reporting. Safe Fleet manages the full back-office workflow while providing the City of Derby with transparency, access to data, and program oversight—without introducing unnecessary complexity.

Key Differentiators & Credibility

Safe Fleet brings proven experience, scale, and specialized technology to stop-arm enforcement programs:

- **Accuracy by Design:** Multi-layer validation engineered to dramatically reduce false positives and improve evidentiary confidence
- **Specialized Safety Technology**: Hardware, software, and AI developed specifically for school bus safety—not adapted from unrelated use cases
- **Proven Scale and Adoption**: Camera and safety technologies deployed across tens of thousands of school buses nationwide, with more than 220,000 systems installed across North America
- **Positive Public Perception:** Programs designed to prioritize accuracy, fairness, and transparency—helping districts maintain public trust and confidence in automated enforcement initiatives
- **Integrated Solution:** A single vendor for onboard video and stop-arm enforcement, reducing integration risk and operational complexity
- **Public-Sector Expertise:** Deep experience supporting school transportation, transit, and law-enforcement environments

Confidence in Execution

The City of Derby can be confident in a smooth, low-risk implementation supported by Safe Fleet's disciplined delivery model and long-term partnership mindset. The proposed program includes:

- Turnkey deployment supported by a proven installation methodology
- Dedicated program and project management with structured governance and reporting
- Robust support services, including training, technical support, and ongoing performance reviews
- A compliance-ready architecture aligned with local statutes, CJIS requirements, and recognized security frameworks

Safe Fleet approaches this engagement as a long-term partnership—not a one-time installation—ensuring the program continues to perform, adapt, and deliver value year after year.

8.4

Expected Results / Value

With SAVES, the City of Derby can expect clear, defensible outcomes, including:

- Reduced illegal passing incidents through improved detection and sustained driver behavior change
- High-quality, court-ready evidence that withstands legal and public scrutiny
- Lower administrative involvement through a fully managed enforcement and reporting process
- Improved public confidence driven by accuracy, transparency, and program integrity
- Long-term scalability to support future safety initiatives and evolving requirements

The program is designed to protect students first—while safeguarding the City of Derby from operational, reputational, and compliance risk.

Closing / Next Steps

Safe Fleet is uniquely positioned to help the City of Derby implement a stop-arm enforcement program that delivers real safety impact without unnecessary complexity. Our solution aligns with the City of Derby goals, regulatory requirements, and commitment to protecting students—today and into the future.

We look forward to partnering with the City of Derby and discussing this proposal in greater detail.

8.5

RFP Bids per Unit	Pavement per Ton	Tack Coat per Gallon	Milling per Square Yard	Catch Basin per Unit	Handwork per Ton
A&J Construction	$ 139.00	$ 11.00	$ 4.00	$ 1,800.00	$ 265.00
Empire Paving	$ 130.60	$ 14.00	$ 4.20	$ 1,950.00	$ 130.60
Burns Construction	$ 143.50	$ 12.75	$ 3.95	$ 475.00	$ 265.00
Asphalt Repair Solutions	$ 127.59	$ 9.00	$ 3.75	$ 500.00	$ 265.00
Tilcon Connecticut	$ 125.00	$ 11.70	$ 4.55	$ 2,800.00	$ 285.00
Cocchiola Paving	$ 117.45	$ 7.00	$ 4.16	$ 1,980.00	$ 350.00

Estimated Quantites - Baseline	4,500	3,000	37,300	10	300	
						Total Estimated Cost
A&J Construction	$ 625,500	$ 33,000	$ 149,200	$ 18,000	$ 79,500	$ 905,200
Empire Paving	$ 587,700	$ 42,000	$ 156,660	$ 19,500	$ 39,180	$ 845,040
Burns Construction	$ 645,750	$ 38,250	$ 147,335	$ 4,750	$ 79,500	$ 915,585
Asphalt Repair Solutions	$ 574,155	$ 27,000	$ 139,875	$ 5,000	$ 79,500	$ 825,530
Tilcon Connecticut	$ 562,500	$ 35,100	$ 169,715	$ 28,000	$ 85,500	$ 880,815
Cocchiola Paving	$ 528,525	$ 21,000	$ 155,168	$ 19,800	$ 105,000	$ 829,493

Estimated Quantites +15%	5,175	3,450	42,895	10	345	
						Total Estimated Cost
A&J Construction	$ 719,325	$ 37,950	$ 171,580	$ 18,000	$ 91,425	$ 1,038,280
Empire Paving	$ 675,855	$ 48,300	$ 180,159	$ 19,500	$ 45,057	$ 968,871
Burns Construction	$ 742,613	$ 43,988	$ 169,435	$ 4,750	$ 91,425	$ 1,052,210
Asphalt Repair Solutions	$ 660,278	$ 31,050	$ 160,856	$ 5,000	$ 91,425	$ 948,610
Tilcon Connecticut	$ 646,875	$ 40,365	$ 195,172	$ 28,000	$ 98,325	$ 1,008,737
Cocchiola Paving	$ 607,804	$ 24,150	$ 178,443	$ 19,800	$ 120,750	$ 950,947

Estimated Quantites -15%	3,825	2,550	31,705	10	255	
						Total Estimated Cost
A&J Construction	$ 531,675	$ 28,050	$ 126,820	$ 18,000	$ 67,575	$ 772,120
Empire Paving	$ 499,545	$ 35,700	$ 133,161	$ 19,500	$ 33,303	$ 721,209
Burns Construction	$ 548,888	$ 32,513	$ 125,235	$ 4,750	$ 67,575	$ 778,960
Asphalt Repair Solutions	$ 488,032	$ 22,950	$ 118,894	$ 5,000	$ 67,575	$ 702,451
Tilcon Connecticut	$ 478,125	$ 29,835	$ 144,258	$ 28,000	$ 72,675	$ 752,893
Cocchiola Paving	$ 449,246	$ 17,850	$ 131,893	$ 19,800	$ 89,250	$ 708,039

Baseline - AI Estimate	AI Estimate of Tons	AI Estimate of Gallons	AI Estimate of Square Yards	AI Estimate of Handwork Tons
1. Public Works Complex	610	410	5,100	40
2. Rear Parking Lot – Bradley School	700	460	5,800	50
3. Rear Parking Lot – Derby High School (DHS)	333	223	2,775	23
4. West Fourth Street	710	470	5,900	50
5. Sodom Lane – Marshall Lane to Hine Terrace	480	320	4,000	35
6. Crescent Street	440	290	3,650	30
7. Coon Hollow Road	840	560	7,000	60
8. Third Street – Minerva Street to Elizabeth Street	300	200	2,500	20
9. Galdosz Way	70	50	575	5
Total	4,483	2,983	37,300	313

8.5