

9/14/2025

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NISSAN INFINITI LT LLC	LEASING COMPANY	PO BOX 254648, SACRAMENTO, CA 95865	VARIOUS	2024-03- VARIOUS & 2024-04-80531	MV	OVERPAYMENT	(\$2,313.45)
RIVERA-VARGAS ORLANDO	TAXPAYER	3 MASON ST, DERBY, CT 06418	C65045	2024-03-57500	MV	OVERPAYMENT	(\$6.75)
TOYOTA LEASE TRUST	LEASING COMPANY	LOCKBOX 8030238, 525 FELLOWSHIP RD, STE 330, MT LAUREL, NJ 08054-3415	111783	2024-03-58873	MV	OVERPAYMENT	(\$135.75)
STATE OF CT SUPERIOR COURT	TAXPAYER	ACCTS PAYABLE DEPT, 90 WASHINGTON ST, HARTFORD, CT 06106	106 ELIZABETH ST	VARIOUS	SU & CF	OVERPAYMENT	(\$11,486.27)
							(\$27,398.32)

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Information Technology (IT) Software and Services Agreement

This IT Software and Services Agreement (the “Agreement”) is entered into by and between **Avenu Enterprise Solutions, LLC** (“Avenu”), having an office at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and the **City of Derby**, a government entity in the State of Connecticut (“Client”), having an office at 1 Elizabeth Street, Derby, CT 06418. Avenu and Client may be referred to herein as individually each a “Party” and collectively the “Parties”.

1. SCOPE. This Agreement governs Client’s use of the Avenu products set forth in Schedule A (the “Products”), which are licensed to Client by Avenu on a term basis, and the provision of related Avenu services (collectively the “Services”). The scope for the Services to be performed by Avenu under this Agreement are set forth in the following statements of work which are hereby incorporated by reference into this Agreement as follows:

- i. **Schedule A** - System Support Services Statement of Work
- ii. **Schedule B** – Digital Processing Services Statement of Work

2. TERM AND TERMINATION.

- a) **Term.** The term of this Agreement shall begin on September 12, 2025 (“Effective Date”) and shall continue through September 11, 2026 (“Term”). The Term of this Agreement may be extended upon mutual written agreement of the Parties (subject to agreement of applicable fees and other applicable terms and conditions).
- b) **Termination for Breach.** If either Party breaches a material provision under this Agreement the other Party may terminate this Agreement by providing the breaching Party with a written notice describing the breach and required remedy (“Default Notice”). Upon receipt of a Default Notice the breaching Party will have a period of sixty (60) calendar days (or another timeframe that may be mutually agreed to by the Parties) to cure the breach; if the breaching Party fails to remedy the breach within the established cure period, the non-breaching Party may, upon written notice to the defaulting Party, terminate this Agreement for default.
- c) **Termination for Loss of Funding.** If the Client has failed to receive funds for the continued procurement of the Products or Services in a given fiscal year (after every reasonable effort has been made by Client to secure the necessary funding), the Client may terminate this Agreement upon at least thirty (30) days advance written notice to Avenu prior to the expiration of the then current Term year.
- d) **Effect of Termination.** Termination of this Agreement for any reason will not affect any liabilities or obligations of either Party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breach or default. Client agrees to discontinue use of all hardware, Products and other Avenu-owned materials no later than the effective date of termination and shall, as mutually agreed upon by the Parties, return required hardware, Products and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

3. PRODUCTS AND SERVICES

- a) **Licensed Products.** During the Term of this Agreement, and subject to Client paying all required Fees, Avenu grants Client a non-exclusive, non-transferable right to use the software products set forth in Schedule A (the “System”). Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for the System.

- b) Third Party Items. Any hardware and third-party software components provided for Client's use of the System ("Third Party Items") are listed in Schedule A (if applicable). Rights to Third Party Items are subject to the provisions of the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of the Third Party Items will be deemed acceptance of the terms and conditions of the licenses provided by the respective vendors. Client further agrees to use the Third-Party Items in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software licenses for Third Party Items, Client authorizes Avenu to accept the terms of each license on behalf of the Client when the software is installed. Avenu makes no express or implied warranties whatsoever with regard to Third Party Items.
- c) Services. During the Term of this Agreement, and subject to Client paying all required Fees, Avenu shall provide the Services set forth in Schedule A and Schedule B in association with Client's use of the System.
- d) Restrictions. Client shall not (and shall not permit any third party to): (i) use the System to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") to the System, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Avenu); (iii) copy, modify or create any derivative work of the System; (iv) remove or obscure any proprietary or other notices contained in the System; (v) publicly disseminate performance information regarding the System; (vi) use the System to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt their security, integrity or operation; (viii) use Avenu Technology except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; or (ix) use the System to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner. The System is not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the System or the Services in, or in conjunction with, High Risk Use.
- e) Data Extraction. During the Term of this Agreement, Client may, upon written notice to Avenu, request Avenu provide assistance with extracting Client Data ("Data Extraction Services") from the System. If so requested, Data Extraction Services will be provided to the Client on a labor hour basis, at Avenu's then prevailing professional services rates, and in accordance with the timeframes mutually agreed to by the Parties. Client agrees Avenu shall have no obligation to provide Data Extraction Services except as provided for in this paragraph.
- f) Migration to Avenu Records. Avenu Records is the upgraded cloud version of Avenu's records management solution with enhanced feature delivery, modern architecture, and a fulsome roadmap. Avenu has developed a contracting path to facilitate Client's migration to the latest version of Avenu Records at any time during the Term of the Agreement (migration is encouraged, when possible, to take advantage of the continued investment and enhancements as the roadmap aligns to customer needs).

4. FEES AND PAYMENTS

- a) Annual Subscription Fees. Table 1 specifies the annual System Fees for the Term of the Agreement (the "Annual Fees"). Annual Fees will be invoiced in equal monthly installments throughout the Term of the Agreement. Annual Fees include Support as set forth in Schedule A. The Services set forth in Schedule B are separately priced.

Table 1: Annual Fee Schedule for Initial Term

Description	Year 1 Fee (9/12/25 - 9/11/26)
20/20 Perfect Vision™ Land Records Management System	\$16,125.00
Avenu Hosted Public Search Site	Subject to 4(b)(i)- Revenue Sharing for Online Sales

b) Other Compensation and Fees.

- i. Revenue Sharing for Online Sales. Client’s Public Search Site is hosted by Avenu at no charge to the Client under the condition that all online sales revenue associated with downloading and printing fees, after deduction of transaction processing fees (“Online Sales Revenue”), will be split equally between Avenu (50%) and the Client (50%). In the event the Client wishes to terminate this revenue split arrangement, Avenu may suspend hosting Client’s Public Search Site until a separate hosting arrangement is negotiated between the Parties and incorporated into this Agreement. ***With respect to the Client portion of the Online Sales Revenue collected by Avenu, Client shall designate ONE of the following remittance options:***

- The Client can use this revenue as a credit to offset any payments due from Client to Avenu under this Agreement (“Credit Option”); OR
- Avenu can remit this revenue to the Client on a monthly basis via check (“Remit Option”).

If no option is selected above, Avenu will default to the Credit Option. For the Credit Option, if the Client does not use the full value of the credit within an individual Term year, then the remaining balance of the credit will be paid by Avenu to the Client via check after completion of the applicable annual period (example: Any credit balance for period September 12, 2025 – September 11, 2026 will be paid out and reset after September 11, 2026).

- ii. Fees for Digital Processing Services. Digital Processing Services will be billed in accordance with the pricing and invoicing details set forth in Schedule B.
- c) Expenses. Travel, lodging, meal, and other expenses that require reimbursement by Client are set forth in incorporated statement of work, if applicable. Client shall reimburse Avenu for all pre-approved travel, lodging, meal, and other expenses reasonably incurred by Avenu in providing the Products and Services, to the extent so specified in corresponding statements of work (“Expenses”).
- d) Taxes. “Taxes” means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this transaction or any of the Products or Services (however designated and regardless of the jurisdiction that charges any of the foregoing). For the sake of clarity, Taxes do not include any taxes based on Avenu’s net income. If Client is by law exempt from property Taxes, those Taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

- e) Payment Terms. All Fees are listed on invoices as U.S. Dollars. Client shall make all payments of any type of invoice from Avenu in U.S. Dollars. Avenu shall invoice Client for the Fees in accordance with the frequency and payment terms set forth herein. Avenu shall invoice Client for all applicable Expenses and Taxes after the month they are incurred. Unless disputed in accordance with Section 4(f), Client shall pay all Fees, Expenses, and Taxes within thirty (30) days of the applicable invoice date.
- f) Invoice Disputes. Client shall pay the undisputed portion (s) of each invoice. If Client disputes any portion of an invoice, Client shall submit written notice to Avenu regarding the disputed amount, and provide to Avenu, if applicable documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Avenu within twenty (20) days from the date the invoice at issue is received by the Client. Client waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days after Client's delivery of the applicable Fee Dispute Notice.
- g) Non-Payment. If Client fails to timely remit payments in accordance with the terms herein, then Client shall also be liable for any additional expenses Avenu incurs in pursuing payment for payable Fees (including but not limited to reasonable attorneys' fees and accrued interest). Failure to make timely payment of Fees shall be a material breach of the Agreement and upon reasonable notice to Client, Avenu may suspend providing any Service for Client's failure to timely pay any amount due that is not disputed in accordance with paragraph (e) above.

5. CLIENT RESPONSIBILITIES.

- a) General. Client is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the System; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Client-owned workstations; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired it; (v) determining if the System and Services are sufficient for its purposes and (vi) ensuring that its use of the System and Services complies with all applicable laws and regulations. Client agrees to use commercially reasonable efforts to prevent unauthorized access to the System and shall notify Avenu immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the System through Client, Client will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Avenu to prevent or terminate such unauthorized use. "Client Data" means any data or other information which is provided to Avenu by Customer (directly or indirectly) in connection with the Services, including data collected/stored in the System.
- b) Data Backup. Throughout the Term of this Agreement, Client will be responsible for backing up all Client Data contained in the System in accordance with standard industry back-up procedures. Avenu shall provide assistance with such efforts as indicated below provided however Avenu will not be responsible for loss of Client Data under any circumstances.
 - Avenu has supplied removeable media to accomplish a six (6) day rotation of server backups. The System has scheduled server tasks/jobs to perform a Monday-Friday and a weekend nightly backup process to the removeable media herein known as the 'Avenu Backup Strategy'. It shall be the Client's responsibility to change this media (i.e. nightly during the work week, Monday-Friday and for the monthly backup) so that the backups are performed accurately. Avenu shall not be liable for any failed backups resulting from the Client's failure to rotate the media, causing the backups to not be performed. The Client can send the Monthly backup media to the Dallas office at 8600 Harry Hines Blvd., Suite 300, Dallas, Texas 75235 to be processed for safe keeping. Avenu shall not be liable for the media that is onsite or stored in the current server location.

6. PROPRIETARY RIGHTS

- a) Avenu Technology. Avenu retains sole and exclusive ownership of all right, title and interest in the Products or Services and any modifications thereto, and any related information, documentation or deliverables Avenu provides to Client under this Agreement (“Avenu Technology”). Client is not authorized to use (and shall not permit any third party to use) Avenu Technology or any portion thereof except as expressly authorized by this Agreement. Subject to Client’s payment of all Fees due hereunder, Avenu grants to Client a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of Avenu Technology embodied in the Services deliverables, if any, in Client’s ordinary course of business, solely as so embodied. The Services rendered by Avenu shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Avenu Technology shall vest solely in Avenu. Client shall not take any action that jeopardizes Avenu’s intellectual property rights in the Avenu Technology, nor assume or acquire any right in Avenu Technology except the limited rights specified in this Agreement. All rights not expressly granted to Client by Avenu in this Agreement are reserved exclusively to Avenu. The provisions of this Section shall survive termination of this Agreement.
- b) Client Data. All rights, title and interest in and to Client Data are, and shall remain, the property of Client and all intellectual property rights in Client Data are and will remain the property of Client. Subject to the confidentiality obligations set forth herein, Client hereby grants to Avenu, throughout the Term of this Agreement and after the term as necessary for Avenu to deliver any post-termination obligations to Client, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Client Data to provide the Services to Client and, as necessary or useful to monitor and improve the System or the Services. For avoidance of doubt, Client Data shall be deemed “Confidential Information” and shall be protected in accordance with the confidentiality provisions set forth herein.

7. CONFIDENTIAL INFORMATION.

- a) Confidentiality. The Party receiving information (“Recipient”) from the other Party (“Discloser”) shall treat the Discloser’s information as confidential and proprietary (“Confidential Information”) unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient’s personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser’s Confidential Information using the same degree of care it accords to its own confidential information, which in no event, will be less than a reasonable degree of care; (2) not disclose the Discloser’s Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other Party’s Confidential Information except to perform its obligations under this Agreement. Recipient may disclose the Discloser’s Confidential Information pursuant to a court order or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser’s cost, with Discloser to limit the disclosure to the extent permitted by law.
- b) Public Disclosures. Avenu acknowledges that Client is subject to one or more public record/open door act which generally provides that unless exempted under the applicable act, all records relating to a public agency’s business constitute “public records or files” and are open to public inspection, disclosure and copying in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of this Section if Client needs to disclose Avenu’s Confidential Information to respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Avenu’s Confidential Information, Client will notify Avenu of the request of the information and if Avenu desires to object, reasonably assist Avenu in seeking to protect the information from disclosure in a court of competent jurisdiction.

- c) Residuals. As with any person performing their job responsibilities, during the performance of Services under this Agreement Avenu personnel will learn to be more efficient and better at their jobs through learning new ideas, know-how, methods, techniques, processes and skills in providing the Products and Services ("Residuals"). Avenu may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this Section. For example, if another customer requests Avenu to implement a similar process to what the Client is using, Avenu may do so and may use the Residuals to provide those similar services to that other customer. The Client shall not assert against Avenu any prohibition or restraint from using the Residuals as outlined in this Section. For the sake of clarity, Residuals exclude Client's Confidential Information and Avenu may only use Client's Confidential Information as set forth in this Agreement.

8. WARRANTIES.

- a) Limited Warranty. Avenu warrants that (i) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the System will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Avenu. The limited System warranty provided in this Section 8(a) shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (c) any System component that has been altered or modified by Client or any third party that has not been authorized in writing by Avenu; (d) any System component that is damaged due to the acts or omissions of Client or any third party; (e) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (f) any System failure due to *force majeure* or exposure to unusual physical or electrical stress.
- b) Disclaimer. THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a) ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES STATED ABOVE, THE SYSTEM AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND CLIENT'S USE OF THEM IS AT ITS OWN RISK. AVENU DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AVENU DOES NOT WARRANT THAT CLIENT'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES AVENU WARRANT THAT IT WILL REVIEW CLIENT DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CLIENT DATA WITHOUT LOSS. AVENU SHALL NOT BE LIABLE FOR SYSTEM DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF AVENU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AVENU DOES NOT WARRANT THAT THE SYSTEMS OR THE SERVICES WILL MEET THE CLIENT'S SPECIFIC REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CLIENT OR IN COMBINATION WITH OTHER THIRD-PARTY SOFTWARE BEYOND THE THIRD-PARTY COMPONENTS EXPRESSLY APPROVED AS COMPLIANT IN AVENU PROVIDED DOCUMENTATION. EXCEPT AS TO COMPATIBILITY OF THE LICENSED SOFTWARE AS DESCRIBED IN THE DOCUMENTATION PROVIDED TO CLIENT BY AVENU, AVENU MAKES NO WARRANTIES TO CLIENT WITH RESPECT TO CLIENT'S COMPUTER EQUIPMENT OR SYSTEM SOFTWARE OR ITS CAPACITY. FURTHERMORE, AVENU DOES NOT WARRANT THAT ANY SYSTEM ERRORS, DEFECTS, OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES AVENU ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. AVENU MAKES NO WARRANTY, AND THE CLIENT ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS. IN NO EVENT SHALL AVENU BE LIABLE TO CLIENT FOR

ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE SOLUTIONS. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

9. INDEMNITY.

- a) Intellectual Property Infringement. Avenu shall defend Client from and against any claim, legal action or proceeding brought or made against the Client alleging that the System, when used as authorized under this Agreement, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party ("Infringement Claim") and shall indemnify and hold harmless Client from and against any damages and costs awarded against Client or agreed in settlement by Avenu (including reasonable attorneys' fees) resulting from such Infringement Claim. The foregoing indemnification obligation of Avenu shall not apply: (1) if the System is modified by any party other than Avenu, but solely to the extent the alleged infringement is caused by such modification; (2) if the System combined with products or processes not provided by Avenu, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the System; (4) to any action arising as a result of Client Data or any third-party deliverables or components contained within the System or (5) if Client settles or makes any admissions with respect to a claim without Avenu's prior written consent. **Client acknowledges and agrees that this Section 9 (a) sets forth Client's sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Avenu or the Products or Services.**
- b) Mutual Indemnity. Each Party shall indemnify and hold harmless the other Party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party.
- c) Conditions of Indemnity. Each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) give the indemnifying Party sole control over the defense and settlement of the claim, (provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld; and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

10. LIMITATION OF LIABILITY.

- a) Consequential Damages Waiver. NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR CLAIMS ARISING FROM CLIENT'S VIOLATION OF AVENU'S INTELLECTUAL PROPERTY RIGHTS IN AVENU TECHNOLOGY NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

- b) **Liability Cap.** EXCEPT FOR (i) CLAIMS ARISING FROM CLIENT'S VIOLATION OF AVENU'S INTELLECTUAL PROPERTY RIGHTS IN AVENU TECHNOLOGY OR (ii) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO AVENU PURSUANT TO THE APPLICABLE ORDER AND DURING THE TWELVE (12) MONTH PERIOD PRECEEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT THE CLIENT'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.
- c) **Limitations Fair and Reasonable.** EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

11. NOTICES. Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be sufficiently given if sent by first class certified, delivered by overnight delivery service (FedEx or UPS), hand delivered by a courier (signature service required), or electronic mail with delivery confirmation enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section.

For Avenu:	For Client:
Avenu Insights & Analytics, LLC Attn: Contracts 5860 Trinity Parkway, Suite 120 Centreville, VA 20120 Email: contracts@avenuinsights.com CC: susan.gilmore@avenuinsights.com	City of Derby 1 Elizabeth Street Derby, CT 06418 Attention: Marc Garofalo Email: mgarofalo@derbyct.gov

12. INSURANCE. During the Term of this Agreement, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

13. ASSIGNMENT. Avenu may utilize subcontractors to provide the Products and Services. In addition, Avenu may, without the consent of Client, assign or transfer this Agreement to a successor-in-interest in the event of a merger, consolidation or acquisition of any portion of the business of Avenu provided that (a) the assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement; and (b) Avenu notifies Client of such assignment within a reasonable period of time after it occurs. In all other circumstances, neither Party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

14. FORCE MAJEURE. Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, internet provider network unavailability/outages, or similar causes beyond the reasonable control of such Party ("Force Majeure Events"). If due to any Force Majeure Events either Party shall be unable to perform any obligation when due, such Party shall promptly notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of the Force Majeure Event and the

time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of thirty (30) days or more, either Party may terminate this Agreement by written notice to the other.

15. EXPORT CONTROL. Client shall not export or re-export or allow anyone to access or use the Products or related Services outside of the United States without the prior written authorization of Avenu. If approved, Client must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Products or related Services are exported, directly or indirectly, in violation of applicable laws.

16. RELATIONSHIP OF THE PARTIES. The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

17. GENERAL.

- a) Authority to Execute. Each Party represents and warrants that it has the requisite power and authority to conduct its business and to execute, deliver and perform the obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each respective Party.
- b) Injunctive Relief. The Parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Avenu may not be adequate for protection of Avenu, and accordingly Avenu shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
- c) Waiver. The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.
- d) Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- e) Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and Avenu shall be construed and enforced accordingly.
- f) Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
- g) Changes. A Party may request a modification to this Agreement or the Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties and will become effective via written modification or amendment executed by authorized contractual representatives of both Parties.
- h) Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.
- i) Order of Precedence. To the extent any terms and conditions included in the main body of this Agreement conflict with the terms and conditions of any document incorporated by reference into the Agreement, the provisions in Sections 1-18 of this Agreement shall control, except where such exhibit, schedule, addendum expressly states the intent to supersede any conflicting terms in the Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).

18. ENTIRE AGREEMENT. The contents of this Agreement (including Schedule A and any other schedules or attachments that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the Parties with regards to the subject matter hereof and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement.

The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

Avenu Enterprise Solutions, LLC

City of Derby, Connecticut

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

- Attachments:**
Schedule A –Statement of Work for System Support Services
Schedule B –Statement of Work for Digital Processing Services

**SCHEDULE A
STATEMENT OF WORK FOR SYSTEM SUPPORT SERVICES**

This Schedule A - Statement of Work for System Support Services (“Schedule A”) is incorporated into the IT Software and Services Agreement dated September 12, 2025 (the “Agreement”) between Avenu Enterprise Solutions, LLC (“Avenu”), and the City of Derby, Connecticut (“Client”). Unless defined otherwise in this Schedule A, all capitalized terms shall have the meanings set forth in the Agreement.

A. PRODUCTS AND THIRD-PARTY ITEMS

Licensed Products (the “System”)	Included Modules
20/20 Perfect Vision™ Land Records Management System (On Premise)	<ul style="list-style-type: none"> • Cashiering • Indexing/Recording • Imaging • Searching/Retrieval (Employee & Public in Office) • Reporting • Local public access • Avenu Hosted Public Search Website – Subject to Online Revenue Sharing Fees as set forth in Section 4(b) of the Agreement

Third Party Items:

Component	Qty	Description
Dell PowerEdge T110 Tower	1	Server
Dell OptiPlex 990 Small Form Factor with 23” Flat Panel	2	Public Station
Dell OptiPlex 990 Small Form Factor with 23” Flat Panel	1	Cash Station
Dell OptiPlex 990 Small Form Factor with 23” Flat Panel	1	Scan Station
Dell PwrConnect 2816 Switch	1	Network Switch
HP LaserJet 4015x dtn	1	Networked Duplex Laser Printer
TPG	1	Cash Drawer
Fujitsu FI-6240	1	Duplex Scanner with Sheet Feed & Flatbed Capability
CISCO ASA 5505	1	Firewall
APC 600 UPS	2	UPS for Workstations
APC SmartUPS1500 LCD	1	UPS for Server
APC SureArrest Perform	4	Power Strips for Public Workstations, Firewall, and Network Switch
Axiom 760 Serial – (Refurbished)	1	Receipt Printer/Validator

Component	Qty	Description
Seagate – 1TB	1	EXT Drive
SEAGATE GO Flex Pro 500 GB Hard Drive	6	Backup USB Drives
Kingston 8 GB Flash Drive	5	Backup Flash Drives
Microsoft Windows Server Standard 2008		
Microsoft SQL Server 2008		
McAFEE Endpoint Protect		

B. SCOPE OF SERVICES

Subject to the terms and conditions set forth in the Agreement and Client’s payment of all required Fees, Avenu agrees to provide support services (“Support”) for the System as follows:

Avenu will provide Support to address general user tickets pertaining to System features and functionality and Defects. Support tickets must be submitted to Avenu through the online customer service portal and will be addressed by Avenu during business hours. With regard to Support Services, “Defect” means an error or malfunction with the System causing the System to not function in accordance with Avenu provided specifications and training. Support includes those upgrades, enhancements, improvements to the System that Avenu makes generally available to its customers from time to time (“Updates”). Updates may include bug fixes, patches, and/or new functionality and features. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.

C. OUT OF SCOPE SERVICES

The following services are **excluded** from the scope of Support under this Schedule A (“Out of Scope Services”):

- Hardware refreshes/software updates for Third Party Items
- Implementation, configuration, integration, or other custom software development services.
- Support for System issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect. “Reproducible” means that the issue that causes the Defect can be re-created or reproduced by Avenu with an unaltered version of the System, indicating that the issue is caused by a bug or other issue inherent to the System, rather than caused by the specific Client environment or use.
- Support for System modifications made by anyone other than Avenu or a person acting at Avenu’s direction
- Support for interfaces or third-party products
- Support of the technological environment in which the System is installed
- Support for System issues arising out of Client operating system changes
- Support for hardware or Client owned equipment.
- On-Site Support
- Data Extraction Services

D. ASSUMPTIONS

1. The Services set forth in this Schedule A will be performed remotely.
2. Avenu does not guarantee a specific resolution of any or all reported Defects and proposed resolutions may consist of a fix, temporary workaround, or other responses Avenu deems reasonable. Avenu resources will be assigned to the most critical Support tickets first.
3. Avenu is not required to provide any Support occasioned by neglect or misuse of the Systems or equipment, or unauthorized alterations or modifications of the Systems.
4. Subject to the changes provision and upon Client's written request, Avenu may (but has no obligation to) agree to provide Out of Scope Services on a time and materials basis, subject to Client agreeing to pay Avenu's then current fees and charges, including, as applicable, travel and other expenses.
5. Availability of and access to Updates shall not be construed to entitle Client to new options or features that are sold separately and that are not direct additions to the System to which Customer has a term license pursuant to the Agreement.
6. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
7. Client is responsible for providing high speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth. Client shall engage their IT staff to troubleshoot connectivity issues that arise.

(END OF SCHEDULE A)

SCHEDULE B

STATEMENT OF WORK FOR DIGITAL PROCESSING SERVICES

This Schedule B - Statement of Work for Digital Processing Services ("Schedule B") is incorporated into the IT Software and Services Agreement dated September 12, 2025 (the "Agreement") between Avenu Enterprise Solutions, LLC ("Avenu"), and the City of Derby, Connecticut ("Client"). Unless defined otherwise in this Schedule B, all capitalized terms shall have the meanings set forth in the Agreement.

A. SCOPE OF SERVICES

During the Term of the Agreement and subject to payment of the fees set forth in Section B below, Avenu will perform the following **selected** Digital Processing Services. Client may modify its selection for Digital Processing Services via sales order or an amendment to the Agreement.

- 1. Image to Film and Duplication**
 - Upon request from Client, on a quarterly or monthly basis Avenu will procure from Client the most recently recorded images via electronic file transfers or Client-sent USB drive and create microfilm for images where the original image file is 11" x 17" or less in size and is a bitonal TIF. Image to Film services will be provided for documents recorded into an Avenu system during the Term of this Agreement.
 - 16mm Film Creation
 - 35mm Film Creation
 - Upon notification from Client, Avenu will provide to Client (or third parties designated in writing by an authorized representative of Client) Diazo or Silver duplicate copies of the 16mm archival roll film of the documents contained in the range of records as requested in writing by Client.

- 2. Print Archival Documents**
 - Upon request from Client, Avenu will create archival prints of document images provided by Client where the original document dimensions were 11" x 17" or less.
 - Avenu will print on Archival quality paper 25% Linen.
 - Client will assemble the physical books of the real property documents.

- 3. Index Reports**
 - Upon request from the Client, Avenu will create the Index Print Reports showing the Client-specific index data elements including Book/Page of Recorded documents.
 - Avenu will extract data elements for Date Range requested by Client.
 - Index Print Reports are customized by Client for the index data available in the Avenu Recording system.
 - Avenu will provide Index Print Reports in the form of an electronic PDF file which can be emailed or printed by the Client.
 - If requested by the Client, Avenu can print the Index Print Reports on Laser Paper.
 - All deliverables will be based on the pricing set forth herein.
 - Client is responsible for all shipping charges if printed reports are requested.

4. Index Verification

- Upon notification from Client, Avenu will provide monthly verification of Client's recordings via remote access. Avenu team will provide a list of errors to Client.
- State of Connecticut clients will be provided with the Connecticut Examination of Indices & Inspections of Land Records Certificate annually.

5. Full-Service Indexing

- Avenu will provide daily full-service indexing via remote access into the Client's Avenu system.
- All indexing will be 100% verified.
- Upon completion, the Client will be notified and, if agreed upon, certification dates will be updated.

6. Map Services

Avenu Responsibilities

- Avenu will receive original maps in its Dallas digital processing facility as sent by Client.
- Avenu will reconcile the maps received from Client with the list provided with shipment notification.
- Avenu will scan each map on its wide format scanner rendering 300 dpi bi-tonal Group IV TIF or 300 dpi Greyscale JPG images.
- Avenu will perform a quality control process and remedy poor quality images with image enhancement or re-scan.
- Avenu will print map as simplex. Avenu can print as duplex if desired.
- Avenu will laminate map using non-reflective archival lamination.
- Avenu will custom punch printed laminated maps to fit in custom binders.
- Avenu will create, process and QA the 35mm microfilm prior to boxing and labeling the film.
- Avenu will store the 35mm microfilm in its film vault or the location of the Client's choosing.
- Avenu may index and tag, link and load maps to Client's Avenu system, at the Client's request.
- Avenu will return original maps to Client.

Client Responsibilities

- Client will notify Avenu in writing when it ships maps to Avenu's Dallas digital processing facility.
- Client will notify Avenu in writing with any changes to shipping instructions for maps.
- Client is responsible for all shipping costs.

7. Film Storage and Retrieval

- Avenu-processed archival 16mm microfilm will be added to Avenu's film storage facility in sequential order, labeled per Client specifications, and updated on the microfilm inventory report. Avenu will provide microfilm storage for Client during the Term of this Agreement. *Following the Effective Date of the Agreement, if additional rolls of film are placed in storage during the Term of the Agreement, Client will be invoiced for the additional rolls in the next billing cycle.*

- Avenu will store additional microfilm sent by Client. Upon receipt of film from Client, Avenu will test the microfilm for quality and storability and will provide an audit report to Client for all film received and inspected.
- Avenu will provide print or scan on demand services for Clients who store their film in Avenu's film storage facility. Client agrees to pay Avenu a fee for each roll pulled and/or searched, plus a fee per frame printed or scanned. Upon completion of prints or scans, Avenu will return Client's film to storage. Prices quoted are for 25% linen ledger paper. Specialty paper and custom hole punching can be provided with custom quotes at any time.

B. FEES

During the initial Term of this Agreement, fees for the Services set forth in this Schedule B will be based on the following pricing/invoicing schedule. If the Agreement is extended beyond the initial Term, the fees will increase by 5% annually, escalated on the anniversary of the Effective Date.

PRICING / INVOICING MATRIX				
Service		Fees	Code	Invoicing
1.	Image to Film – maximum 4,000 frames per roll (16mm)	\$.15 per frame	GR000297	Upon delivery
	Image to Film – maximum 1,400 frames per roll (35mm)	\$.50 per frame	GR000048	Upon delivery
	<ul style="list-style-type: none"> • Diazo Duplication of 16mm Roll Film 	\$85.00 per duplicate roll	GR000304	Upon delivery
	<ul style="list-style-type: none"> • Silver Duplication of 16mm Roll Film 	\$105.00 per duplicate roll	GR000058	Upon delivery
2.	Print Archival Documents	\$1.75 per frame scanned or printed (25% linen punched to spec)	GR000026	Upon delivery
3.	Index Reports			
	<ul style="list-style-type: none"> • Index Report Electronic PDFs 	\$.10 per PDF page	GR000040	Upon delivery of Report via email
	<ul style="list-style-type: none"> • Index Report Print to Paper 	\$.35 per page printed	GR000303	Upon shipment of Report
4.	Index Verification per document	\$.75 per document	GR000028	Monthly in arrears based on actual volume. If paying monthly flat fee, invoiced monthly in advance.
5.	Full-Service Indexing	Pricing upon request	GR000024	Monthly in arrears based on actual volume. If paying monthly flat fee, invoiced monthly in advance.
6.	Map Services– includes microfilming, conversion, indexing, linking/loading to System	\$15.00 per map	GR000002	Upon delivery

PRICING / INVOICING MATRIX				
Service		Fees	Code	Invoicing
7.	Film Storage			
	<ul style="list-style-type: none"> Film Storage in Avenu's Vault 	\$5.00 per roll annually	GR000005	Annually, in advance
	<ul style="list-style-type: none"> Film Storage – Additional Rolls <i>(Added during Term of Agreement)</i> 	\$5.00 per roll annually	GR000005	Annually, in advance.
	<ul style="list-style-type: none"> Film Retrieval First Roll per Request 	\$100.00 per first roll	GR000003	Upon shipment of film
	<ul style="list-style-type: none"> Film Retrieval Subsequent Rolls per Request 	\$15.00 per roll	GR000004	Upon shipment of film
	<ul style="list-style-type: none"> Microfilm Document Reprints / Record retrieval, first image 	\$3.00 per image	GR000006	Upon delivery
	<ul style="list-style-type: none"> Microfilm Document Reprints from retrieval, additional images 	\$1.75 per document	GR000026	Upon delivery
<i>All shipping charges at Client's Expense</i>				

C. ASSUMPTIONS

- Client will provide or purchase any and all supplies: book binders (with or without embossing), posts, flysheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed. Supplies can be purchased via the following Avenu link: <https://www.avenuinsights.com/grm-client-supplies/>
- Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
- Client will create any record books.
- Client is responsible for all shipping charges, which will be billed to the Client as incurred.
- Client will have ten (10) business days after notification by Avenu that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing, via email, to Avenu. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

(END OF SCHEDULE B)

August 26, 2025

July 23, 2025

To:

Mayor Joseph DeMartino
City of Derby
1 Elizabeth Street
Mr. Roger Salway
Director Economic Development
Derby, CT 06418

Re: RENEWABLE ENERGY PROJECT AT THE DERBY LANDFILL

I am pleased to present the following letter of intent (LOI) outlining terms and conditions under which Davis Hill Development, LLC (DHD) and The City of Derby (Derby), together known as the Parties, will proceed with formal negotiations with the intent of developing a Shared Clean Energy Facility ("SCEF") or a Non-Residential Renewable Energy System ("NRES") Program at a portion of the Derby Landfill located at 80 Pine St. in Derby, CT. This Letter of Intent ("LOI") provides an initial description of the Project (as defined below) and sets forth certain commitments of the Parties with respect to the Project.

Except for the sections Exclusivity and Miscellaneous below, which are intended to be, and are, binding agreements between the Parties, and the obligation for both Parties to negotiate in good faith toward the goal of executing a lease, license or other such agreement (the "Site Control Agreement") and submitting the necessary documents for an NRES or SCEF bid in 2025 (the "Bid Documents"). This LOI does not constitute a binding agreement and the Parties do not intend to be legally bound, unless and until the Parties have agreed to and executed a definitive Agreement and Derby has received such municipal and governmental approvals as may be necessary or desirable for Derby to authorize or otherwise execute the Site Control Agreement and to the transaction contemplated thereby (the "Other Governmental Approvals"), including without limitation any and all necessary approvals of municipal boards or commissions.

Project	An approximately 4,000kW DC ground-mounted solar photovoltaic facility to be located on the north side-portion of the Derby landfill located at 80 Pine St in Derby Ct (the "Project Site"). The size of the facility is subject to modifications based on detailed site study, final design and engineering.
Term and SCEF or NRES Program	The SCEF Program will allow DHD to develop a solar facility and export the power to United Illuminating's (UI) electrical distribution network and be compensated by the utility. The NRES program will allow DHD to develop a solar

	<p>facility that exports power to UI’s electrical distribution network but is compensated by a municipality through a Beneficial Account Structure. The Parties will work together to determine a mutually beneficial design and economic model. The approach will be confirmed in negotiations between the Parties based on the final SCEF or NRES Credit bid. The value to Derby, to be paid as rent under the <u>Lease-Site Control Agreement</u>, is estimated to be approximately \$62,000 per year over a 20-year period (“Term”).</p>
SCEF/NRES Bid Price	The Bid Price is currently modeled at \$0.14/kWh.
Site Control	Per the requirements of the SCEF / NRES Credit bid submission, Derby and DHD, will execute a form of site control for the 20-year term of the Agreement. This is a written <u>Site Control Agreement</u> lease showing an unconditional right to obtain site access to the Project Site , which would allow DHD to develop and operate a solar facility at the <u>Project Site</u> location .
Exclusivity	<p>Upon execution of this LOI, and for the period lasting until <u>the earlier to occur of the date that the SCEF or NRES Credit bid submission results are released or June 30, 2026</u> (as may be extended <u>by agreement of the Parties</u>, the “Exclusivity Period”), Derby will not accept in writing any other solar proposal or offer from any person other than DHD related to NRES Credits <u>at the Project Site</u>. At any time during the Exclusivity Period, the Parties may mutually agree on entering into negotiation and executing a <u>Site Control Agreement</u> Lease or NRES Credit <u>Purchase</u> Asales agreement. During the Exclusivity Period, the Parties will work in good faith to support the completion of the necessary bid documents.</p> <p><u>Notwithstanding any contrary provision contained in this LOI, DHD expressly acknowledges and agrees that Derby has the right to and may enter into any and all agreements with other persons or third parties, including without limitation Green Derby LLC (“Green Derby”), for a dispatch-able battery system (the “Battery Project”) for electrical interconnection of an existing distributed generation facility (the “Existing Facility”) and has authorized and may authorize Green Derby to file for an application to deploy with United Illuminating, and apply for all relevant and applicable landfill use permits, including those required by the Connecticut Department of Energy and Environmental Protection, and to bid into the Connecticut Non-Residential Renewable Energy Solutions Program for the purposes of the Battery Project.</u></p> <p><u>The Battery Project is to be located on a portion of the Derby landfill, Parcel No. 25-5-1 property owned by Derby located at 80 Pine Street, Derby CT 06418.</u></p>
LOI General Terms	The terms of this LOI and definitive agreements <u>without limitation the Site Control Agreement</u> are contingent upon:

	<ol style="list-style-type: none">1. Formal negotiations of the definitive agreements, which include but are not limited to:<ol style="list-style-type: none">a. Site Control Agreementb. Any required forms to submit to the SCEF or NRES programc. The NRES Credit Purchase Agreement, if needed2. The Project's acceptance to the SCEF or NRES Program by April 30, 20263. Confirmation of interconnection upgrade costs by April 30, 20264. Final execution of the Interconnection Authorization and Permission to Operate by the utility by July 4, 20285. Achieving permission to construct subject to Connecticut Siting Council Approval by May 31, 20266. Achieving completion by the utility of necessary interconnection works as outlined in the Interconnection Agreement without unreasonable delay
NRES Bid Documents	<p>The bids for SCEF and NRES program are scheduled to be submitted in August or September 2025. The Parties shall <u>reasonably</u> collaborate to collect and submit the required forms, which shall include, but are not limited to:</p> <ol style="list-style-type: none">1. Bid Certification Form2. Relevant Affidavits3. If needed, Beneficial Account details and historical load information
Miscellaneous	<p>This LOI may be executed by electronic signatures in several counterparts, each which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument.</p> <p>This LOI embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes any other agreements or understandings between the Parties with respect to the same.</p> <p>This Letter of Intent shall be governed under the laws of the State of Connecticut and the Parties agree that any dispute arising out of or in connection with this Letter of Intent shall be resolved solely by the state court of the State of Connecticut and each Party consents to the personal and subject matter jurisdiction of such courts with respect thereto.</p> <p><u>Any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be brought to the Superior Court for the State of Connecticut in the Judicial District of Ansonia/Milford at Milford, unless the parties agree otherwise or are otherwise required by law.</u></p> <p><u>DHD shall not assign any of its rights or obligations under the LOI, voluntarily or otherwise, in any manner without the prior written consent of Derby. Derby may void any purported assignment in violation of this section.</u></p>

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	<p><u>DERBY AND DHD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, COUNTERCLAIM PROCEEDING OR LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE ABOVE WAIVER SHALL SURVIVE THE CLOSING OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE TERMINATION OF THIS LOI.</u></p>
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SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed and delivered this Letter of Intent under seal as of the day and year first above written.

Davis Hill Development, LLC

By: _____

Name:

Title:

The City of Derby, Connecticut:

By: _____

Name: Joseph DeMartinoDiMartino

Title: Mayor

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**AFFIDAVIT OF PROPERTY OWNERSHIP
AND GENERATING FACILITY OPERATION**

STATE OF CONNECTICUT)

: ss: Derby, CT

September 10, 2025

COUNTY OF NEW HAVEN)

[NAME] _____, being duly sworn, states:

1. I am over the age of eighteen years and understand the obligations of making statements under oath.

2. I am the owner of real property located commonly known as City of Derby Landfill (the "Property").

3. My ownership of the Property is evidenced through documents filed on the land records of New Haven County, CT _____.

4. I have granted authorization for the following generating facility to be installed, interconnected and operated at my Property:

Generating Unit: estimated 2,750kW AC

Owner of Generating Unit: Davis Hill Development LLC

6. I understand that it is my sole responsibility to grant and terminate the authorizations provided for in this affidavit and to ensure that UI receives timely written notice of any termination or modification of such grants. Accordingly, I will promptly notify UI in writing at the following address in the event that I modify or terminate the grants authorized herein:

The United Illuminating Company
UI Distributed Generation, MS: OP-3C
180 Marsh Hill Rd
Orange, CT 06477
Email address: generator.connection@uinet.com.

Property Owner Signature
Print name:

Subscribed and sworn to before
me this ____ day of _____, 2025

Notary Public
My Commission Expires:

Non-Residential Renewable Energy Solutions Third Party Ownership Customer Disclosure

The Third-Party Ownership Customer Disclosure Form should be used when the Customer of Record is not the System Owner

CUSTOMER INFORMATION	SYSTEM OWNER CONTACT INFORMATION
Tariff Agreement Customer: City of Derby	Company: Davis Hill Development LLC
Tariff Agreement Contact Name:	Street Address: 105 Prospect St
Project Site Address:	City, State, Zip: Greenwich CT 06830
City, State, Zip: Derby, CT	Phone: 860 251 9095
Phone:	Email: assetmanagement@skyviewventures.com
Email: assetmanagement@skyviewventures.com	
INSTALLER CONTACT INFORMATION	SERVICE CONTACT INFORMATION (if different than Installer)
Company: Davis Hill Development	Company:
Street Address: 105 Prospect St	Street Address:
City, State, Zip: Greenwich CT 06830	City, State, Zip:
Phone: 860 251 9095	Phone:
Email: assetmanagement@skyviewventures.com	Email:
TARIFF AGREEMENT INFORMATION	
Compensation Structure: <input checked="" type="checkbox"/> Buy-All or <input type="checkbox"/> Netting	
Incentive Rate: Buy-All: \$ _____/MWh or Netting: Retail rate plus \$ _____/MWh	
If Buy-All, % monetary on-bill credits: <u>100</u> %	
Estimated Year One NRES Incentive Revenue \$ _____	
Bid Preference: <input checked="" type="checkbox"/> Landfill <input type="checkbox"/> Brownfield <input type="checkbox"/> Distressed Municipality <input type="checkbox"/> Solar Canopy/Carport <input type="checkbox"/> N/A	
If Bid Preference applies, explain how bid preference benefits the Customer: Customer is receiving the credits from the solar facility and is being paid a site lease. Derby is receiving a higher lease payment due to the bid preference.	
STATE, AGRICULTURAL, OR MUNICIPAL PROJECTS	
State, Agricultural, or Municipal ("SAM") Project: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No (If no, skip to next section)	
If SAM Project: <input type="checkbox"/> State <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Municipal	
Will production credits be allocated to Beneficial Accounts?* <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	
If Distressed Municipality accounts used for project sizing, will those accounts receive production credits? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	
If No, explain how beneficial account entities benefit from the project financially. For example, describe the arrangement or expected compensation amount for each of the beneficial account entities. The host will receive the credits and pay the solar owner over time. The host is the owner of the beneficial accounts and will receive a lease payment for the contract term	
PROJECT INFORMATION	
System Size (kW AC):	2750
Where in the contract is the warranty information located?	TBD, have an LOI in place now
Are all warranties transferrable?	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Has a shading analysis been completed for the property?	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
How much production is expected to be lost due to shading? (%)	<u>2.1</u> %
Estimated Year One Production Kilowatt Hours (kWh)	4860000
Estimated Year One Production Megawatt Hours (MWh)	4860
Average annual customer savings for each kilowatt of solar installed (\$)	\$ 15.5 /kW DC

Estimated 20-year savings (\$)	\$ 0
Starting utility rate used to estimate average annual savings	\$ 0 /kWh
Annual electricity escalation rate used to estimate savings	0 %

LEASE OR PPA INFORMATION**			
Contract Type <input checked="" type="checkbox"/> Lease or <input type="checkbox"/> Power Purchase Agreement (PPA)			
Contract Effective Date:		Contract End Date:	
Option to Renew	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Option to Buyout	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Starting PPA Rate/Lease Rate (Select one)		\$ 0 /kWh	\$ 5167 /month
Lease down payment and/or pre-payment amount		\$ 0	
Contract Rate Increase Frequency		<input type="checkbox"/> Monthly or <input type="checkbox"/> Annually or <input checked="" type="checkbox"/> N/A	
Amount of Rate Increase (%)		0 %	
Estimated Year One Production Kilowatt Hours (kWh)		4860000	
Estimated Year One Production Megawatt Hours (MWh)		4860	
Is the contract transferrable?		<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	

PROJECT SITE LEASE ONLY			
Required for projects for which the Installer is both the Tariff Agreement Customer and the Project Owner, and the sole involvement of the Project Site Owner is to lease the project site to the Installer			
Lease Term Effective Date:	9/10/2025	Lease Term End Date:	1/1/2048
Option to Renew	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	Option to Buyout	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Lease Payment: <input checked="" type="checkbox"/> Monthly or <input checked="" type="checkbox"/> Annual Amount \$ 5167			

OTHER INFORMATION	
Describe any system performance or electricity production guarantees: Owner will have to pay lease.	
Describe opt-out or early termination terms: Derby will have some early termination rights.	
Describe any protections for the customer in the event the service provider goes out of business: Should owner default our financing partner (likely the CT Green Bank) will assume contract or auction the system to another operator. The system and interconnection will retain value.	
Must the customer continue to make payments in the event of an extended system shutdown?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Will a filing be recorded in the land records of the customer's municipality pursuant to the contract for this system?	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Have the condition of the roof and the potential for removing and reinstalling the array in the event that roof repair or replacement is needed been discussed with the customer?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Rooftop
The Tariff Agreement Customer acknowledges review of the Non-Residential Renewable Energy Solutions customer information webpage and relevant Program Documents; see www.eversource.com/nres	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No

KEY RESPONSIBILITIES CHECKLIST***	PRIMARY INSTALLER/OWNER	CUSTOMER
System Operations and Maintenance	X	
Submission of Interconnection Application to Utility	X	
Securing Required Permits	X	
Obtaining Engineering Approvals	X	
Scheduling Inspections	X	
Participation in Inspections	X	X
Submission of Renewable Energy Solutions Application	X	

OWNERSHIP OF INCENTIVES	PRIMARY INSTALLER/OWNER	CUSTOMER
Owner of NRES Incentive Payments	X	
Owner of Federal Investment Tax Credit	X	

*A copy of the customer/installer agreement will be required to be submitted during bid submission for any projects seeking the Distressed Municipality bid preference.

**If you are entering into a system lease or PPA, carefully read any agreement and disclosure forms provided by your project installer. This disclosure does not contain the terms of your lease or PPA. If you have any questions about your arrangement, contact your project installer before signing a contract.

**If you have a consumer complaint you are unable to resolve with your project installer, you may file a complaint with the Connecticut Public Utilities Regulatory Authority via this website: <https://portal.ct.gov/PURA/Consumer-Services/File-a-Complaint#:~:text=Customers%20may%20contact%20the%20Authority,completing%20an%20online%20intake%20form>.

***Complete remaining empty fields to assign responsibility.

NOTE: A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Connecticut law. RECs generated by the facilities participating in Non-Residential Renewable Energy Solutions are transferred to the utility company in exchange for the incentive payments made to the facility owner under the program. Therefore, while you cannot claim that you are using the renewable power generated by the facility, your lease of a renewable energy system does support renewable development in Connecticut and increase the amount of solar energy consumed by all electric ratepayers in the State.

Program Fee Notice: All applicants to Non-Residential Renewable Energy Solutions are required to pay a \$350.00 application fee to support the administrative costs of the program. Additionally, customers will be charged a fee when changes are made to the payment beneficiary information. You may or may not be responsible for these fees depending on your contract with your Installer.

I, _____, hereby confirm that I have received and understand the information above, reviewed the Non-Residential Renewable Energy Solutions Program Manual and understand the information, including the Program Terms and Conditions. I further confirm that I have had a chance to ask questions of my Installer and have received sufficient answers, if applicable.

Tariff Agreement Customer Signature	Date
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I, **Micah Brill**, hereby confirm that the information provided on this form is true and accurate and that any factual misrepresentations on this Customer Disclosure Form may be grounds for enforcement action by the Connecticut Public Utilities Regulatory Authority up to and including permanent removal from participation in the Non-Residential Renewable Energy Solutions Program.

Installer Representative Signature	Date
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Required For Project Site Lease Only

I, _____, hereby confirm that the information provided on this form is true and accurate and that any factual misrepresentations on this Customer Disclosure Form may be grounds for enforcement action by the Connecticut Public Utilities Regulatory Authority up to and including permanent removal from participation in the Non-Residential Renewable Energy Solutions Program.

Project Site Owner Signature

Date

Questions about this form can be directed to ctcommrenewables@eversouce.com for Eversource Customers, and to nres@uinet.com for United Illuminating Customers.

7

Year 4 RFP Bid Certification Form

for the Non-Residential Renewable Energy Solutions Solicitation of The Connecticut Light and Power Company dba Eversource Energy (“Eversource”) and
The United Illuminating Company
Non-Residential Renewable Energy Solutions RFP

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for the Non-Residential Renewable Energy Solutions Program of The Connecticut Light and Power Company and The United Illuminating Company (“RFP”).

The following four-plus (4+) pages must be executed by duly authorized representatives of the Bidder (page 2), Tariff Agreement Customer (page 3), Owner of the Project Site (page 4), and Tariff Payment Beneficiary (page 5) respectively.

Bidder is defined as the individual or business submitting a proposal (“Bid”) to be considered for selection to be awarded a long-term agreement for the purchase of Purchased Products pursuant to the terms and conditions of a fully executed Tariff Agreement. The Bidder may or may not be the Tariff Agreement Customer and/or the Owner of the Project Site.

Tariff Agreement Customer is defined as the legal entity desiring to enter into a Tariff Agreement (i.e., the selling party under the Agreement, otherwise known as the Customer of Record with the utility). The Tariff Agreement Customer may or may not be the Bidder and/or the Owner of the Project Site.

Owner of the Project Site is defined as the legal owner of the Project Site. The Owner of the Project Site may or may not be the Bidder and/or the Tariff Agreement Customer.

- **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

Tariff Payment Beneficiary is defined as an individual or entity designated by a Customer to receive tariff-related payments.

All 4+ pages (pages 2, 3, 4+, and 5) of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file.

7

Bidder's Signature, Commitment and Acceptance

Bidder agrees to submit its Bid Form according to the instructions included in the RFP and the Company-specific instructions provided on each Company's website.

Bidder represents that it understands the requirements, terms and conditions of the RFP.

Bidder hereby certifies that all the statements and representations made in this Bid are true and accurate to the best of Bidder's knowledge.

By submission of the Bid Form, Bidder agrees that its Bid, including the Purchase Price(s)¹ included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bid submission. Bidder further agrees that if it is notified that it has been chosen as a winning Bidder, (a) Bidder will execute, or if it is not the Tariff Agreement Customer, Bidder will work with Tariff Agreement Customer to facilitate the execution of the Tariff Agreement and (b) Purchase Price and all other components of the Bid shall remain open, firm and binding until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Agreement.

Bidder certifies that if it is not the Tariff Agreement Customer, it shall use its best efforts to cause Tariff Agreement Customer to execute the Standard Contract without modification.

Bidder hereby certifies that the project's In-Service Date has not occurred, and will not occur, after the issuance date of this RFP, and that the project otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Tariff Agreement Customer, that the Tariff Agreement Customer, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 5, Bid Eligibility Requirements, of the RFP.

Bidder hereby affirms that the project's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Tariff Agreement or other services provided by the EDCs on a routine basis to similarly situated projects, such as interconnection.

Bidder represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs")

Bidder represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category. Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions program only and does not affect how the projects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review.

Bidder affirms that it understands the requirements set forth in Public Act No. 21-43, An Act Concerning A Just Transition To Climate-Protective Energy Production And Community Investment, including but not limited to community benefit agreements and prevailing wage requirements. Bidder:

Davis Hill Development LLC

(Exact legal name of Individual or Business submitting Bid)

Signature of Bidder
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of Bidder
(or Representative of): Micah Brill

(duly authorized)

Title: VP Development

Date Signed: 9/10/25

¹ Small Zero Emission Projects do not bid a purchase price.

7

Tariff Agreement Customer's Signature, Commitment and Acceptance

As a duly authorized representative of the Tariff Agreement Customer, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Tariff Agreement Customer represents that it understands the requirements, terms and conditions of the RFP.

Tariff Agreement Customer represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

The Tariff Agreement Customer represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

The Tariff Agreement Customer further agrees that the Bid, including the Purchase Price(s)² included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Tariff Agreement Customer and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Tariff Agreement Customer shall execute the Standard Tariff Agreement without modification and (b) the Purchase Price(s) and all other components of the Bid shall remain open, firm and binding until this Purchase Price(s) and other Bid information have been reflected in a fully executed Standard Tariff Agreement. Additionally, if a Tariff Payment Beneficiary has been designated at the time of Bid submission, the Tariff Agreement Customer certifies that accepts such designation and the information as submitted with the Bid.

Tariff Agreement Customer: City of Derby
(Exact legal name of Tariff Agreement Customer, as defined above)

Signature of Tariff Agreement Customer
(or a Representative of): _____

Print or Type Name of
Tariff Agreement Customer
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

NOTE: Electronic signatures are not acceptable.

² Small Zero Emission Projects do not bid a purchase price.

Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance

Note – the Owner of the Project Site's signature is required to be witnessed by a Notary Public and documented as such.

As a duly authorized representative of the Owner of the Project Site, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the project bid are true and accurate to the best of my knowledge.

Owner of the Project Site represents that it understands the requirements, Terms and Conditions of the RFP, including site control.

Owner of the Project Site represents that it has not received for the project any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

Owner of the Project Site represents that the proposed Non-Residential Renewable Energy Solutions project has not been split to qualify for a different Program category.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the project located, in association with the development of a Non-Residential Renewable Energy Solutions project, to be located on the Owner of the Project Site's property (Project Site) pursuant to the 11/3/21 Final Decision in Docket 21-08-03 by the Public Utilities Regulatory Authority.

For Projects where the State, Agricultural, or Municipal ("SAM") Customer Host is not the Owner of the Project Site: Owner of the Project Site attests that the SAM Customer Host: 1) has control of the Project Site or an unconditional right to obtain site control, 2) has authorized the Bidder, if different than the Customer Host, to submit a NRES Bid for the Project Site, and 3) is authorized to participate in the NRES Program for the entire 20-year Tariff Term should the Bid be selected.

Attached hereto is the necessary proof of control of the Project Site as required in accordance with the most current Non-Residential Renewable Energy Solutions Program Manual. This includes copies of executed documents proving site control such as deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site and/or SAM Customer Host if applicable regarding the right to develop the Project showing one of the following:

- 1. That the Project developer owns the site or has a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the Agreement; or
- 2. That the Project developer has an unconditional option agreement to purchase or lease the site for such term; or
- 3. For Projects where the SAM Customer Host is not the Owner of the Project Site, that the SAM Customer Host has a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the Agreement.

Owner of Project Site – Please fill out and sign the following:

Owner of Project Site: City of Derby
(Exact legal name of Owner of the Project Site, as defined above)

Signature of Owner of Project Site
(or a Representative of): _____

Print or Type Name of Owner of
Project Site (or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____

NOTE: Electronic signatures are not acceptable.

Notary Public – Please fill out and sign the following:

Subscribed and sworn before me, this ____ day of _____ 20____

Notary Public: _____ Commission expires: _____

Print or Type Name of Notary Public: _____ Commission Number: _____

Tariff Payment Beneficiary Signature, Commitment and Acceptance – IF APPLICABLE

As a duly authorized representative of the Tariff Payment Beneficiary, I hereby attest that I have reviewed and am familiar with the submitted Bid information, including but not limited to the allocation structure and payment methods.

The Tariff Payment Beneficiary certifies that it understands the requirements, terms and conditions of the RFP and the obligations of a Tariff Payment Beneficiary as they pertain to this Program.

Tariff Payment Beneficiary: Davis Hill Development LLC
(Exact legal name of Tariff Payment Beneficiary, as defined above)

Signature of Tariff Payment Beneficiary
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of Tariff Payment Beneficiary
(or a Representative of): Micah Brill
(duly authorized)

Title: VP Development

Date Signed: 9/10/25

