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Received
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OCTOBER 2026 REFUNDS							
AAZIZI WALID	TAXPAYER	252 PROSPECT ST APT 2, ANSONIA, CT 06401	016062	2024-03-50086	MV	OVERPAYMENT	($595.64)
ACAR LEASING	LEASING COMPANY	PO BOX 1990, FORT WORTH, TX 76101-1990	190333	2025-03-50118	MV	OVERPAYMENT	($338.22)
ABU ORRA ALAA K	TAXPAYER	52 EMMETT AVE FL2, DERBY, CT 06418-1210	312942	2025-03-50106	MV	OVERPAYMENT	($35.52)
ARCOS MYRNA G	TAXPAYER	187 MINERVA ST APT 109, DERBY, CT 06418	518100	2025-04-80047	MS	OVERPAYMENT	($219.40)
BELEN ELIZABETH	TAXPAYER	15 MASON ST, DERBY, CT 06418	3864897	2025-03-50763	MV	OVERPAYMENT	($70.11)
BONDI MARGUERITE A	TAXPAYER	187 MINERVA ST A[T 2-6, DERBY, CT 06418-1851	525129	2025-03-50965	MV	OVERPAYMENT	($16.01)
BOOKER CHAKIERAH D	TAXPAYER	174 DAVENPORT ST, BRIDGEPORT, CT 06607	816565	2024-03-50956	MV	OVERPAYMENT	($366.16)
COTALITY REFUNDS DEPARTMENT	TAX SERVICE	3001 HACKBERRY ROAD, IRVING, TX 75063	VARIOUS	2093, 5355, 702, 3218 & 3001	RE	OVERPAYMENT	($15,545.05)
DIONNE BRIAN R	TAXPAYER	185 SHAGBARK DR, DERBY, CT 06418-2620	002034	2025-03-52462	MV	OVERPAYMENT	($19.80)
ECKHARDT PAMELA A	TAXPAYER	187 MINERVA ST, DERBY, CT 06418-1837	130204	2025-04-80338	MV	OVERPAYMENT	($28.53)
GARCIA JEFFREY	TAXPAYER	1758 PARK AVE, BRIDGEPORT, CT 06604	106649	2023-03-53321	MV	OVERPAYMENT	($140.73)
GETCHELL MARK A	TAXPAYER	43 SUNSET DR, DERBY, CT 06418-2218	294275	2025-03-53387	MV	OVERPAYMENT	($6.75)
GIERULA JANINA	TAXPAYER	228 EMMETT AVE, DERBY, CT 06418-1258	918474	2025-03-53400	MV	OVERPAYMENT	($17.46)
GILBERT AUBREY D	TAXPAYER	55 EMMETT AVE, DERBY, CT 06418	544748	2025-04-80408	MS	OVERPAYMENT	($42.66)

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GRECO AND HAINES INC	TAXPAYER	1730 DERBY MILFORD RD, DERBY, CT 06418-2537	176213	2025-03-53630	MV	OVERPAYMENT	($29.54)
GUARINO FRANCIS E JR	TAXPAYER	10 BERKSHIRE CIR, ANSONIA, CT 06401	VARIOUS	2023/2025-03&04-VARIOUS	MV&MS	OVERPAYMENT	($2,316.37)
GUERRA JUDITH A	TAXPAYER	80 MARSH WAY, STRATFORD, CT 06614	028100	2020-03-19021	MV	OVERPAYMENT	($135.08)
HACOPIANS MELINEH	TAXPAYER	3016 HONOLULU AVE, UNIT #2, LA CRESCENTA, CA 91214	16 SILVER HILL CND	2024-01-1698	RE	OVERPAYMENT	($1,105.27)
HONDA LEASE TRUST	LEASING COMPANY	11675	023140	2025-03-54035	MV	OVERPAYMENT	($537.29)
HYUNDAI LEASE TITLING TRUST	LEASING COMPANY	3161 MICHELSON DR STE 1900, IRVINE, CA 92612-4418	092380	2025-03-54236	RE	OVERPAYMENT	($730.75)
JAMES PAMELA M	TAXPAYER	26 JEANETTI DR, DERBY, CT 06418-2337	067637	2025-03-54395	MV	OVERPAYMENT	($23.08)
JP MORGAN CHASE BANK NA	LEASING COMPANY	PO BOX 901098, FORT WORTH, TX 76101-2098	VARIOUS	2024/2023-03&04-VARIOUS	MV&MS	OVERPAYMENT	($2,515.66)
JANICKI TADEUSZ	TAXPAYER	25R PAUGASSETT RD, DERBY, CT 06418-2046	127183	2025-03-54402	MV	OVERPAYMENT	($36.36)
KLOC JAMES	TAXPAYER	279 HAWTHORNE AVE, DERBY, CT 06418	279 HAWTHORNE AVE	2025-01-2061	RE	OVERPAYMENT	($191.59)
KNIGHT EDWARD & CAROLYNN	TAXPAYER	1045 WILLARD RD, ORANGE, CT 06477	17 SEVENTH ST	2025-01-2065	RE	OVERPAYMENT	($2,196.11)
KUSTERER KENNETH B JR & VERNA M	TAXPAYER	37 LAUREL AVE, DERBY, CT 06418-2120	200393	2024-03-54863	MV	OVERPAYMENT	($98.58)
MINOR EMILY	TAXPAYER	250 DERBY AVE, DERBY, CT 06418	VARIOUS	2022/23-03-VARIOUS	MV	OVERPAYMENT	($461.60)
MONGILLO JOHN F III	TAXPAYER	2 HINE TER, DERBY, CT 06418-2610	012459	2024-04-81472	MS	OVERPAYMENT	($29.21)

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NIMONS SCOTT E	TAXPAYER	450 SKOKORAT ROAD, BEACON FALLS, CT 06403	11 GREAT HILL RD	2025-01-2846	RE	OVERPAYMENT	($1,333.59)
NISSAN INFINITI LT LLC	LEASING COMPANY	PO BOX 254648, SACRAMENTO, CT 95865	VARIOUS	2024/2025-03&04-VARIOUS	MV & MS	OVERPAYMENT	($2,658.07)
RIVERA JUSTIN	TAXPAYER	390 HAWTHORNE AVE, DERBY, CT 06418-1047	B64426	2025-04-80940	MS	OVERPAYMENT	($164.18)
TOYOTA LEASE TRUST	LEASING COMPANY	LOCKBOX 830238, 525 FELLOWSHIP RD, STE 330, MT LAUREL, NJ 08054-3415	VARIOUS	2024/2025-03-VARIOUS	MV	OVERPAYMENT	($2,262.18)
TRACYS GARAGE INC	TAXPAYER	129 WATER ST, DERBY, CT 06418-1912	087034	2025-03-59038	MV	OVERPAYMENT	($52.54)
VCFS AUTO LEASING COMPANY	LEASING COMPANY	PO BOX 91300, MOBILE, AL 36691	994544	2025-03-59279	MV	OVERPAYMENT	($95.64)
VAULT TRUST	LEASING COMPANY	500 WOODWARD AVE, 10TH FLOOR, DETROIT, MI 482026	278276	2025-03-59254	MV	OVERPAYMENT	($490.15)
VISCOUNT LAURA	TAXPAYER	35 DERBYSHIRE, DERBY, CT 06418-2237	019556	2025-03-59359	MV	OVERPAYMENT	($14.00)
WOZNIAK ZOFIA	TAXPAYER	57 BANK ST, DERBY, CT 06418-2003	547669	2024-04-81332	MS	OVERPAYMENT	($5.75)
YATES PAULA M	TAXPAYER	2110 HIGHLAND WAY, STURTEVANT, WI 53177-1007	B19807	2025-03-59704	MV	OVERPAYMENT	($110.47)
DEBARBIERI BARBARA A	TAXPAYER	11 ALPINE CT, SUSSEX, NJ 07461	220 SENTINEL HILL RD	2025-17-833	CF	OVERPAYMENT	($15.86)
MROZEK KATHERINE MARY	TAXPAYER	273 DERBY AVE, UNIT 305, DERBY, CT 06418	VARIOUS	2025-07/17-279	SU & CF	OVERPAYMENT	($10.78)
							($35,061.74)

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City of Derby

Board of Aldermen/Alderwomen

RESOLUTION – 11122026-#1

CONFIRMING APPOINTMENT TO AQUARION WATER AUTHORITY BOARD

November 12, 2026

WHEREAS, the City of Derby is entitled to representation on the Representative Policy Board of the Aquarion Water Authority; and

WHEREAS, Mayor Joseph DiMartino has submitted the appointment of Stephen Iacuone to serve as the Derby of City of Derby's representative; and

WHEREAS, the Derby Board of Aldermen/Alderwomen has reviewed said appointment.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen/Alderwomen of the City of Derby that the appointment of Stehen Iacuone to the Representative Policy Board of the Aquarion Water Authority is hereby confirmed for a term ending December 31, 2029, or until a successor is duly appointed and confirmed.

Duly adopted by the Board of Aldermen/Alderwomen of The City of Derby on the 12th day of November 2026.

ATTEST

Signature: _____

Print: Joseph L. DiMartino

Print Title: Mayor

Signature: _____

Print: Marc J. Garofalo, MPA, MMC, MCTC

Print Title: Town/City Clerk

Sec. 12. President of Board as Mayor Pro Tempore.

At the beginning of each municipal year the Board of Aldermen/Alderwomen shall elect from among its members a President of the Board, who shall preside in the absence of the Mayor, and in case of death, resignation, absence, disability or inability to act of the Mayor shall possess all authority and perform all duties of the Mayor until such Mayor shall return, or be able to act, or until another is chosen and qualified in his/her place, as the case may be.

Sec. 13. Dual office holding, etc.

No officer of said city shall be at the same time a member of the Board of Aldermen / Alderwomen. Neither the Mayor, Street Commissioner Director of Public Works, Police Commissioners, Fire Commissioner nor any other officer of said city, either elected or appointed, including members of the Board of Aldermen / Alderwomen, members of the Board of Apportionment and Taxation, members of the Finance Committee and members of the Board of Education, shall directly or indirectly furnish any materials to said city, or be directly or indirectly employed to do any work for said city except his/her official duty. The provisions of this section may be waived by a unanimous vote of the Board of Aldermen / Alderwomen.

Sec. 14. Mayor as ex officio member of Finance Committee.

The Mayor shall be, ex officio, a member of the Finance Committee. In case of disagreement between the members of the Finance Committee in any matter pertaining to the Finance Committee, or pertaining to the duties and powers of the Finance Committee, the Mayor shall vote to resolve such tie, and thereupon such action shall be deemed to be the action of a majority of the Finance Committee.

CITY OF DERBY / DERBY BOARD OF EDUCATION

SHARED FINANCE AND BUSINESS SERVICES GOVERNANCE STRUCTURE RESOLUTION

RESOLUTION ESTABLISHING A SHARED DIRECTOR OF FINANCE AND BUSINESS SERVICES POSITION BETWEEN THE CITY OF DERBY AND THE DERBY BOARD OF EDUCATION AND AUTHORIZING THE INITIAL INCUMBENT TO HOLD THE WORKING TITLE OF CHIEF FINANCIAL OFFICER.

WHEREAS, the City of Derby ("City") and the Derby Board of Education ("Board") each maintain separate finance, business services, operational support, and administrative functions; and

WHEREAS, the City and Board of Education recognize opportunities to improve operational efficiency, fiscal stewardship, coordination of services, and long-term sustainability through shared-services initiatives; and

WHEREAS, the parties desire to establish a governance structure that promotes accountability, transparency, continuity of operations, and shared responsibility while preserving the statutory authority of both governing bodies; and

WHEREAS, the parties recognize that many financial and operational functions, including but not limited to budgeting, accounting, purchasing, grants management, insurance administration, transportation oversight, facilities planning, food service oversight, payroll administration, and enterprise software management, may benefit from coordinated administration; and

WHEREAS, the parties desire to institutionalize such shared services in a manner that survives changes in elected and appointed leadership;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN/ALDERWOMEN OF THE CITY OF DERBY AND THE DERBY BOARD OF EDUCATION AS FOLLOWS:

SECTION 1. ESTABLISHMENT OF POSITION

1.1 The position of Director of Finance and Business Services ("Director") is hereby established, to serve the City of Derby and the Derby Board of Education jointly. Director of Finance and Business Services shall be the permanent title of the position created by this Resolution.

1.2 Initial Chief Financial Officer Working Title. For the initial incumbent only, the individual appointed to serve in this role is authorized to use the working title of Chief Financial Officer (CFO). The permanent position created by this Resolution shall remain Director of Finance and Business Services. The Chief Financial Officer working title is personal to the initial incumbent and shall not automatically apply to any successor unless separately approved by both governing bodies.

1.3 The Director shall function as the chief financial and business services administrator for both entities. During the initial incumbent's service, the Director may also be referred to as the Chief Financial Officer for purposes of executive leadership, intergovernmental coordination, financial reporting, and shared-services implementation.

1.4 The Director shall provide leadership, coordination, planning, oversight, and administration of financial management, business operations, shared-services initiatives, and related functions assigned pursuant to this Resolution.

1.5 The Director shall serve in a full-time position and shall not be eliminated, substantially restructured, or converted without compliance with Sections 8 and 9 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:

- The Mayor or designee;
- The Superintendent of Schools or designee;
- One member of the Board of Aldermen/Alderwomen;
- One member of the Board of Education; and
- One member of the Board of Apportionment and Taxation.

2.3 Appointment of the Director shall require both:

- Majority vote of the Board of Aldermen/Alderwomen; and
- Majority vote of the Board of Education.

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

If both the Board of Aldermen/Alderwomen and the Board of Education have not voted to approve a Director within forty-five (45) days after the Search Committee makes its initial recommendations, the Search Committee shall make an additional round of recommendations. If both governing bodies have not voted to approve a Director within forty-five (45) days after the Search Committee makes its additional recommendations, the Shared Services Agreement shall terminate as a matter of law.

2.5 Initial Appointment and Title

Notwithstanding Sections 2.1 through 2.4, the City and Board of Education may, by approval of both governing bodies, designate the current City Finance Director as the initial incumbent of the shared Director of Finance and Business Services position and authorize the initial incumbent to use the working title of Chief Financial Officer (CFO). This initial designation shall not require a joint search process and shall apply only to the initial incumbent. Upon vacancy of the position for any reason, the permanent position shall continue as Director of Finance and Business Services unless both governing bodies expressly approve a different title.

2.6 Successor Appointments

Upon a vacancy in the position, any successor shall be appointed to the permanent position of Director of Finance and Business Services through the process established in Sections 2.1 through 2.4, unless both the Board of Aldermen/Alderwomen and Board of Education expressly approve a different title.

SECTION 3. TERM OF EMPLOYMENT

3.1 The Director shall serve as an at-will employee unless otherwise provided by a contract approved by both governing bodies.

SECTION 4. REPORTING STRUCTURE

4.1 The Director shall:

- Report functionally to the Mayor or designee regarding municipal financial operations, procurement, insurance administration, budgeting, and related municipal business functions;
- Report functionally to the Superintendent of Schools regarding Board of Education financial operations, transportation services, food service operations, facilities planning, grants administration, and related school business functions;
- Provide regular reports to both governing bodies concerning financial performance, operational efficiency, and shared-services initiatives.

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

4.3 Nothing contained herein shall be construed to transfer educational authority, instructional authority, personnel authority, or statutory responsibilities of the Superintendent of Schools to the Director.

4.4 Nothing contained herein shall be construed to diminish or impair the authority of the Board of Education under the Connecticut General Statutes.

4.5 Nothing contained herein shall be construed to transfer, limit, or diminish the Mayor's authority as outlined in the City's charter.

4.6 Nothing contained herein shall be construed to transfer, limit, or diminish the Board of Apportionment and Taxation's authority as outlined in the City's charter.

4.7 Nothing contained herein shall be construed to transfer, limit, or diminish the Board of Aldermen/Alderwomen's authority as outlined in the City's charter.

SECTION 5. DUTIES AND AUTHORITY

5.1 The Director shall be responsible for oversight, coordination, planning, reporting, and administration of:

- Accounting and financial reporting;
- Financial planning and budget development;
- Purchasing and procurement administration;
- Payroll administration and oversight;
- Insurance and risk management;
- Grant budgeting, administration, and financial reporting;
- Transportation services oversight;
- Food service operations oversight;
- Facilities and maintenance planning;
- Capital planning and long-range facilities planning;
- Financial software and enterprise resource planning systems;
- Shared services planning and implementation;
- Administering personnel functions
- Operational efficiency initiatives; and
- Additional duties may be assigned by mutual agreement of the parties.

5.2 Specific operational responsibilities may be further defined through a Memorandum of Operational Responsibilities approved by both parties.

5.3 The Director shall coordinate with the Superintendent, Mayor, municipal administration, facilities personnel, transportation providers, food service personnel, information technology personnel, human resources personnel, and other staff as necessary to carry out assigned responsibilities.

5.4 School Business Administrator Designation.

The Director shall serve as the Board of Education's designated School Business Administrator and shall be responsible for the administration, coordination, oversight, and reporting of business and operational functions assigned by the Board of Education and consistent with applicable Connecticut statutes and regulations.

Nothing herein shall diminish the statutory authority of the Board of Education or the Superintendent of Schools.

5.5 Certification Compliance.

The City and Board of Education shall ensure that the Director possesses or obtains any certification required by Connecticut law, regulation, or guidance applicable to the duties assigned under this Resolution.

Pending a determination of any certification requirements, responsibilities may be assigned in a manner consistent with applicable law and the operational needs of the City and Board of Education.

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 Aldermen/Alderwomen and the Board of Education.

6.4 Evaluation criteria shall include:

- Financial stewardship;
- Budget management;
- Audit outcomes;
- Regulatory compliance;
- Operational effectiveness;
- Shared-services implementation;
- Cost-savings initiatives; and
- Achievement of mutually established goals.

SECTION 7. COMPENSATION AND COST SHARING

7.1 The Director's salary shall be allocated equally between the City and the Board of Education, with each party responsible for fifty percent (50%) of the total salary cost. This allocation shall remain in effect unless modified by affirmative action of both the Board of Aldermen/Alderwomen and the Board of Education.

SECTION 8. DIRECTOR DISPUTE RESOLUTION AND REMOVAL PROCESS

8.1 Any dispute arising under this Agreement concerning the Director's authority, duties, reporting relationships, performance evaluation, budget authority, procurement authority, grant administration, financial reporting, operational oversight, or administration of the Shared Services Agreement shall be resolved as follows:

- **Step 1:** The Mayor and the Superintendent shall first confer in good faith to attempt to resolve the dispute.
- **Step 2:** If the dispute remains unresolved, the parties shall participate in nonbinding mediation.
- **Step 3:** If the dispute remains unresolved following mediation, the matter shall be decided by a majority vote of the Board of Aldermen/Alderwomen and a separate majority vote of the Board of Education to take one of the following actions:

  - Terminate this Shared Services Agreement;
  - Remove the Director;
  - Remove the Director and terminate this Shared Services Agreement.

If one governing body votes in favor of removal or termination and the other governing body does not, this Shared Services Agreement shall automatically terminate.

In the event this Agreement is terminated, either the City or the Board of Education may retain the Director in either a transitional or permanent capacity, as determined by the retaining party or parties.

SECTION 9. WITHDRAWAL, MODIFICATION, OR TERMINATION

9.1 This shared-services governance structure shall remain in effect unless terminated in accordance with this Section or Section 8

9.2 Either party seeking termination shall provide at least one hundred eighty (180) days' written notice to the other party.

9.3 Transitional Implementation.

Upon approval of this Resolution, the City Finance Director and Deputy Finance Director may be assigned responsibilities under this Resolution pending full implementation of the shared-services structure.

The Superintendent, Mayor, Board of Education, and Board of Aldermen/Alderwomen may establish a phased implementation plan to transfer responsibilities and administrative functions to the Director of Finance and Business Services.

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

9.5 Successor Title. The Chief Financial Officer (CFO) working title authorized for the initial incumbent shall be valid for the duration of the initial incumbent's service in the position but shall not, by itself, create a separate permanent Chief Financial Officer position. Upon separation, resignation, retirement, removal, non-reappointment, or other vacancy of the initial incumbent, the position shall be advertised, filled, and administered under the title of Director of Finance and Business Services unless both the Board of Aldermen/Alderwomen and the Board of Education vote to authorize use of the Chief Financial Officer title for a successor.

SECTION 10. EFFECTIVE DATE

This Resolution shall take effect upon approval by both the Board of Aldermen/Alderwomen and the Derby Board of Education.

ADOPTED this _____ day of _____, 20____.

CITY OF DERBY

By: _____

DERBY BOARD OF EDUCATION

By: _____

8.3

City of Derby

Board of Aldermen/Alderwomen

Resolution – 1112-2026 - #2

"Finance Office Reorganization – 2026"

November 9, 2026

Be it hereby resolved by the Board of Aldermen/Alderwomen that, effective upon passage of this resolution, the following is hereby approved and authorized:

1. The Resolution dated May 4, 2025 entitled "Finance Office Staff Reorganization – 2025" and adopted by the Board of Aldermen/Alderwomen on May 8, 2025 is hereby repealed.

2. The union position of full-time Accounting Coordinator is eliminated.

3. The new position of full-time Deputy Finance Director in the Finance Department is hereby created with the current hourly rate of $43.50 (annual salary of $79,170.00) with other terms, conditions, and benefits detailed in the City Hall Union Collective Bargaining Agreement.

4. The job description for the full-time Deputy Finance Director stamped November 12, 2026 and attached to this resolution shall be the approved job description for said position and shall be made part of the record of this meeting.

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RENEWAL AND AMENDMENT

AMENDMENT NO. 1 TO
INFORMATION TECHNOLOGY (IT) SOFTWARE AND SERVICES AGREEMENT

This Renewal and Amendment ("**Amendment**") to the agreement(s) listed below is entered into as of (the "**Effective Date**"), by and between Neumo Enterprise Solutions, LLC f/k/a Avenu Enterprise Solutions, LLC, with a principal place of business at 5885 Trinity Parkway, Suite 120, Centreville, Virginia 20120 ("**Neumo**") and City of Derby, with its principal place of business at 1 Elizabeth St, Derby, CT 6418, United States ("**Customer**"). Neumo and Customer may each be referred to as "**Party**" and collectively as the "**Parties.**"

1. AGREEMENT(S) BEING RENEWED AND AMENDED. This Amendment renews and extends the following agreement(s) (collectively, the "**Agreement(s)**"):

- Information Technology (IT) Software and Services Agreement, effective September 12, 2025, currently set to expire on September 11, 2026 (the "**Original Agreement**").

2. RENEWAL TERM. The Parties agree to renew and extend the term of the Original Agreement(s) for an additional period (the "**Renewal Term**") as follows:
- Renewal Term Start Date: September 12, 2026
- Renewal Term End Date: September 11, 2027

3. RENEWAL FEES AND PAYMENT TERMS. During the Renewal Term, the fees and payment terms for the Agreement(s) shall be as follows:

Solution/SKU	Fee Description	Amount	Billing Frequency	Payment Terms
GR000020	20/20 Perfect Vision Land Records Management System	$17,738.00	Annual	Net 30
GR000297	Create Roll Film – 16mm	$0.15/Frame	Annual	Net 30
GR000040	Index Report Creation - PDF	$0.10/Page	Annual	Net 30
GR000303	Index Report Creation – Paper	$0.35/Page	Annual	Net 30
GR000028	Index Verification	$0.75/Document	Annual	Net 30
GR000005	Microfilm Storage	$1,090.00	Annual	Net 30

4. REPRESENTATIONS. Each Party represents and warrants that: (i) it has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder; (ii) this Amendment has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party; and (iii) the execution and performance of this Amendment does not violate any law or other contractual restriction applicable to such Party.

5. EFFECT OF AMENDMENT; CONTINUATION OF TERMS. Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement(s) remain unchanged and in full force and effect

during the Renewal Term. In the event of any conflict between this Amendment and the Original Agreement(s), the terms of this Amendment shall control solely with respect to the matters addressed herein. This Amendment, together with the Original Agreement(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral, relating to such subject matter.

6. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and PDF counterparts are binding to the fullest extent permitted by law.

[Signature page follows]

SIGNATURE PAGE

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

NEUMO ENTERPRISE SOLTUIONS, LLC	CITY OF DERBY
By:	By:
Name: Matt Coury	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

Docusign Envelope ID: A444D000-F036-8A22-83E3-1A1C7CC15609

8.5

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Derby city	State: CT
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

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Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

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8.5

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



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8.5

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Derby city, CT
Rubris Reference Number: CL-2265801

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

8.5

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Derby city, CT] – [CL-2265801].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or Matt Fitzsimmons, Chief Counsel in the Connecticut Office of the Attorney General, at Matthew.Fitzsimmons@ct.gov.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

8.6

City of Derby

Board of Aldermen/Alderwomen

Resolution – 1112-2026 - #3

"2028 Connecticut State Firemen's Convention and Parade"

November 12, 2026

Be it hereby resolved by the Board of Aldermen/Alderwomen that, effective upon passage of this resolution, the following is hereby approved and authorized:

1. The City of Derby grants permission to the Paugassett Hook and Ladder Company #4 to host the 2028 Connecticut State Firemen's Convention and Parade in the City of Derby.

2. The City of Derby will absorb the cost of Police Department services for the Parade route in the estimated amount up to $1,200.00.

3. The City of Derby will absorb the cost of the Public Works Department services for the parade and use of the Picnic Grove in the estimated amount up to $1,500.00

4. The City of Derby waives the rental fee for the Picnic Grove for the three days of the Convention and end of Parade festivities.

5. The Paugassett Hook and Ladder Company #4 will contact the Board of Education directly regarding use of school facilities for the Convention meetings and assembly.

6. The City of Derby extends its best wishes to the Paugasset Hook and Ladder Company #4 and the Connecticut State Firemen's Association for a successful convention and parade in the Great City of Derby.

#

8.6

Marc Garofalo

From: Thomas Biggs <tbiggs@derbyct.gov>
Sent: Wednesday, October 21, 2026 12:48 PM
To: Marc Garofalo; Mayor Joseph DiMartino; Pamela Happy
Subject: Fw: Paugassett H&L firemen's convention

Good afternoon Marc,

Can you add this in to the agenda for the committee meetings tomorrow as a follow up to our request last month?

Thank you,

Tommy Biggs
Fire Chief
Derby Fire Department

Get Outlook for iOS

From: Brian Grogan <brian.grogan@derbypd.org>
Sent: Wednesday, 21 October 2026 08:44:26
To: Thomas Biggs <tbiggs@derbyct.gov>
Subject: RE: Paugassett H&L firemen's convention

Chief Biggs,
I estimate roughly $1,200 for police coverage for the 1.5+ mile route. My estimate is based on four (4) officers and per their CBA contract officers are entitled four (4) minimum. I will rely on the assistance of Fire Police and Auxilliary Officers to keep the cost as low as possible. Please advise if you need additional information and best of luck in this venture.

Brian K. Grogan
Chief of Police
Derby Police Department
125 Water Street Derby, CT 06418
Phone: 203-735-7811

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*have received this communication in error, please promptly notify the sender by reply email and destroy the original message. Thank you***

8.6

From: Thomas Biggs <tbiggs@derbyct.gov>
Sent: Friday, October 9, 2026 3:25 PM
To: Brian Grogan <brian.grogan@derbypd.org>
Subject: [EXTERNAL] Re: Paugassett H&L firemen's convention

Chief,

If you could do an estimate for the Seymour Ave route that would be great.

Thank you,

Tommy Biggs
Fire Chief
Derby Fire Department

Get Outlook for iOS

From: Brian Grogan <brian.grogan@derbypd.org>
Sent: Friday, 09 October 2026 14:44:32
To: Thomas Biggs <tbiggs@derbyct.gov>
Subject: RE: Paugassett H&L firemen's convention

Hi Chief,
Sounds like a great event. Once you confirm the route we can evaluate but I will do my best to rely on auxiliary officers and fire police to keep costs and traffic disruptions minimal. If you want me to give an estimate based on the Seymour Ave route I can put something together. Please advise.

Brian K. Grogan
Chief of Police
Derby Police Department
125 Water Street Derby, CT 06418
Phone: 203-735-7811

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*have received this communication in error, please promptly notify the sender by reply email and destroy the original message. Thank you***

8.6

From: Thomas Biggs <tbiggs@derbyct.gov>
Sent: Friday, October 9, 2026 2:34 PM
To: Brian Grogan <brian.grogan@derbypd.org>
Subject: [EXTERNAL] Paugassett H&L firemen's convention

Good afternoon Chief,

In September of 2028 the Paugies are going to be hosting the Connecticut annual firemen's convention here in Derby for our 125th anniversary. With that is a series of events including a parade on a Sunday with a refreshment area afterwards.

A week or so ago I went to the subcommittee meeting for the finance and public safety committee to request the city cover the cost of the Police and public works for our event.

That committee is in favor of helping us with the cost of city employees but requested a round about dollar figure it might cost for the police to staff the event and how many officers we might need.

The list of events would be Saturday a meeting at the high school. Sunday would be the big day with a parade with street closures and then refreshment area at the picnic grove at the end of the parade.

We are still figuring out the exact parade route we would like to use but most likely starting downtown on Elizabeth street and heading up Seymour Ave to division street to Chatfield street to the high school parking. We would have members of fire police form around the area helping out.

My request for you would be how many officers would we need for our events and a round about dollar figure that would cost so we can present it to the committee.

Thank you,

Tommy Biggs
Fire Chief
Derby Fire Department

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