Derby P&Z Application Status Report –8/18/2026

Applications	Received	History	Status	M.A.D. [1.]
Application # 2026-04-21-01				
Summit Hill LLC				
The Views at Summit Hill–Subdivision	04/21/2026	P.H.(O) 6/2/2026	P.H.(S) 8/18/2026	10/22/2026

*The applicants attorney first granted a 24 day extension to allow the public hearing to continue to July 31, 2026, and a 20 day extension to allow the public hearing to continue to **August 20, 2026**. 21 extension days remain.
*See letter from SLR dated August 18th 2026.

-See signed contract between SLR and the City regarding Public Act 25-1 Zoning Amendments
-See invoice #s 1002814, 10029284, 10028932, 10029716

C.R.R.=Certified Mail w/ Return Receipt; P.H=Public Hearing; P.H.(O)=P.H. Open; P.H.(C)=P.H. Closed; P.H.(S)=P.H. Scheduled; M.A.D.=Mandatory Action date
1. Mandatory Action Date subject to change depending upon duration of public hearing and action by Commission.

COHEN AND THOMAS
ATTORNEYS AT LAW

315 MAIN STREET
POST OFFICE BOX 313
DERBY, CONNECTICUT 06418

(203) 735-9521
FAX: (203) 732-8129
e-mail: djt@cohen-thomas.com

DOMINICK J. THOMAS, JR.
IAN A. COLE
CHRISTINE L. CURTISS
GAYLE C. CARR
GREGORY M. THOMAS

JAMES E. COHEN
RETIRED

DAVID B. COHEN
(1936-1991)

LITCHFIELD OFFICE:
15 MEADOW STREET
LITCHFIELD, CONNECTICUT 06759
(860) 567-3754
FAX: (860) 567-3894

June 11, 2026

Chairman Aniello D. Malerba, III
Planning & Zoning Commission
Derby City Hall
1 Elizabeth Street
Derby, CT 06418
VIA EMAIL: kevinpwhit@yahoo.com / lnarowski@derbyct.gov

RE: Summit Hill Subdivision Application
Summit Street and Mountain Street

Dear Chairman Malerba:

My client consents to a twenty-four (24) day extension for the Planning & Zoning Commission to complete the public hearing on the above captioned application. The current 35-day time to complete the public hearing will expire on 7/7/2026. The new date to complete the public hearing will be 7/31/2026, which is beyond the scheduled July meeting.

Thank you for your attention.

Very truly yours,
Cohen and Thomas

DJThomasJr

DOMINICK J. THOMAS, JR.

DJT:d
cc: Summit Hill LLC
Brian Lema, Esq.

COHEN AND THOMAS
ATTORNEYS AT LAW

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LITCHFIELD OFFICE:
15 MEADOW STREET
LITCHFIELD, CONNECTICUT 06759
(860) 567-3754
FAX: (860) 567-3894

July 16, 2026

Chairman Aniello D. Malerba, III
Planning & Zoning Commission
Derby City Hall
1 Elizabeth Street
Derby, CT 06418
VIA EMAIL: kevinpwhit@yahoo.com / lnarowski@derbyct.gov

RE: Summit Hill Subdivision Application
Summit Street and Mountain Street

Dear Chairman Malerba:

My client is requesting the public hearing on the above captioned matter be continued to the August 18, 2026, meeting of the Planning & Zoning Commission. We just received the SLR response to the revised plans and there are still issues that we strongly disagree with, but the applicant's engineer is away until July 23.

My client consents to an additional twenty (20) day extension for the Planning & Zoning Commission to complete the public hearing on the above captioned application. The current time to complete the public hearing will expire on 7/31/2026. The new date to complete the public hearing will be 8/20/2026, which is beyond the scheduled August meeting.

Thank you for your attention.

Very truly yours,
Cohen and Thomas

DJThomasJr

DOMINICK J. THOMAS, JR.

DJT:d
cc: Summit Hill LLC
Brian Lema, Esq.

SLR International Corporation
99 Realty Drive, Cheshire, Connecticut, 06410

August 18, 2026

Planning and Zoning Commission
City of Derby
1 Elizabeth Street
Derby, CT 06418

SLR Project No.: 141.11563.00023

RE: Proposed Subdivision -Summit Street Extension
Summit Street
Derby, Connecticut
Summit Hill, LLC - Applicant

Dear Members of the Commission:

At your request, SLR International Corporation (SLR) has reviewed the revised maps, plans, and reports for the above-referenced application, some of which were received at the end of the day on August 14, 2026. In addition to the documents referenced in our July 14, 2026, review letter to the Commission, we have reviewed the following:

- "Subdivision Map, The Views ay Summit Hill, Summit Street Extension, Derby, Connecticut, Prepared for Summit Hill, LLC," prepared by Lewis Associates, dated January 5, 2003, last revised July 15, 1026 (2 sheets)
- "Proposed Subdivision, Summit Street Extension, Derby, Connecticut, Prepare for Summit Hill, LLC," prepared by Rose Tiso & Co., LLC, dated January 5, 2023, last revised August 13, 2026 (16 sheets)
- "Site Engineering Design Report, Proposed Residential Subdivision, Summit Street, Derby Connecticut," prepared by Rose Tiso & Co., dated June 25, 2026, last revised August 13, 2026
- Letter to the Derby Planning and Zoning Commission from Tiso Rose & Co., LLC dated August 14, 2026

It should be noted that we received a copy of an undated memorandum to the Planning and Zoning Commission on August 17 from Attorney Dominick Thomas. Since the memorandum addresses some legal matters, we will defer to the opinion Commission's legal counsel.

In our July 14, 2026, letter report, we identified numerous deficiencies in the plans and reports submitted by the applicant and noted that the application was not in a position for approval by the Commission. While some issues have been addressed by the applicant in this revised submission, there are still significant issues that remain. Please note given the submission of revised document by the applicant as recently as the day before the public hearing, the comments below are not comprehensive, rather they intend to convey the significant deficiencies in the application.

1. The proposed subdivision does not meet the plainly stated language of Section 3.5.1 of the Subdivision Regulations that requires *"Proposed building lots shall be planned to make best use of the natural terrain, to preserve substantial trees woods and water, and avoid extensive regrading."*

As we noted previously, the existing topography of the property is very steep, with slopes in some locations exceeding 25 percent (up to 70 percent in one area). Most of the property is forested with mature vegetation. The property is underlain by bedrock, some of which is exposed. In order to achieve the desired number of lots, nearly all of the existing vegetation will be removed, and the entire site will be extensively regraded with elevations being lowered by as much as 60 feet in some locations.

In the August 14, 2026, letter to the Commission, the applicant's engineer asserts that nothing in Section 3.5.1 "…prohibits extensive grading where site conditions necessitate it to achieve a safe and code compliant subdivision." In this application, the only reason for the extensive site disturbance is caused by the applicant's desire to create 39 lots on a property that is inherently unsuitable for such a development.

2. The design of the streets does not meet Section 3.6.2 of the Subdivision Regulations, which requires *"Streets should in general follow the contour of the land and have a location and grade which preserves natural terrain…"*

   The proposed layouts for both the extension of Summit Street and Mountain Street are perpendicular to the contours of the existing topography. Much of the Summit Street will require the cutting of the topography by an average of 30 feet and 85 feet in one location. The layout of the extension of Mountain Road will be in a deep cut, exposing a rock face adjacent to two existing homes. These street layouts disturb the natural terrain to its greatest extent, whereas a layout that generally follows the topography would have a lesser impact on the natural topography.

3. Section 3.6.3 requires the right-of-way for local streets to have a width of 50 feet. Section 3.6.6 of the Subdivision Regulations states *"Unless otherwise approved by the Commission,…streets permanently closed at one end by building lots…shall provide sole access to not more than 20 building lots."*

   The width of the right-of-way shown on the Subdivision Map as the extension of Mountain Street is 45 feet. A note on that map indicates that the right-of-way, dating back to 1915, was for utilities. We did not observe any utilities extending from the adjacent intersection into the right-of way. If this right-of-way is to be used, the applicant should provide a title search to determine if it has been or is capable of being conveyed to the City of Derby (City) in the event this application is approved.

   Since the width of the right-of-way does not meet the requirement set forth in Section 3.6.3, the extension of Mountain Street cannot be approved for a new street. By saying that the rights-of-way for other existing City streets are less than 50 feet is immaterial to determining if the proposed application meets present regulations. Moreover, the applicant proposes to reduce the width of the pavement to fit into the narrower right-of-way contrary to the requirements of Section 3.6.3 of the Regulations.

   Because the connection to Mountain Street cannot be constructed in accordance with the Regulations related to right-of-way and pavement width, Summit Street must be considered as being permanently closed at one end by building lots. The existing Summit Street already has 15 lots. Therefore, only five more lots can be approved on the applicant's property unless the Commission otherwise approves additional lots in accordance with Section 3.6.6 of the Regulations.

4. The roadway configuration at Indian Avenue at Mountain Road will require access onto adjacent properties for the unspecified retaining wall/rock face, will result in unsafe sightline conditions at Indian Road (the driver's eye set back 5' from the Mountain Road edge of pavement does not comply with any relevant design standard for sightline analysis, nor does

the length of sightline shown meet any relevant intersection sight line analyses for a design speed of 25 miles per hour).

5. The bend in the design of the north/south road at the end of Mountain Street Extension is an intersection within 400' of Indian Avenue, which is not compliant with Section 3.6.11 of the Subdivision Regulations.
6. Vertical geometry of the roads does not meet the required 200' stopping sight distance as required in Section 3.6.10 of the subdivision regulations.
7. As noted in our July 14, 2026, letter to the Commission, approximately 400,000 cubic yards of earth material will need to be removed from the property in order to create the individual building lots over a period of 3 to 5 years. The only route for the trucks coming to and leaving the site is over Summit Street, a local street that is very narrow, with on-street parking in some locations, and terminating in a very steep intersection at Cherry Street. While increased traffic is customary from the construction of subdivision road and infrastructure improvements, approximately 50,000 truck trips is not customary and will present an unusual safety risk to the public during the construction period. The applicant's argument that the City did not allow a connection to Coon Hollow Road is not germane to the discussion of this application. If the applicant designed a subdivision that did not require the extent of excavation to achieve the number of lots proposed, there would not be an issue of traffic safety on Summit Street.
8. To reiterate what we noted in previous reports to the Commission, the plans call for the creation of very steep slopes to the rear of the proposed lots on the west side of the extension of Summit Street in order to have a "pad" for the construction of a home. The applicant has not provided the previously requested geotechnical information to demonstrate how the slopes will be stabilized, only providing a general statement that this issue will be addressed during construction. In addition, the recently revised plans show that there will be a drainage pipe at the toe of the steep slope designed to capture the runoff from the slope with an easement for the pipe to be maintained by the City. This is an unacceptable burden on the City since the pipe is not related to any public infrastructure system. In short, the applicant has not provided sufficient data for the Commission to determine that the proposed lots will be suitable for construction of individual homes.
9. As noted in our prior reports, the application as proposed fundamentally misrepresents the relationship between existing and proposed conditions as part of the site hydrology analysis. By claiming that no change to site coverage is proposed other than roadway only, the analysis fails to consider the site conditions under proposed conditions where exposed rock faces, lawns (as opposed to wooded areas), building, and driveways are proposed. It is not feasible for proposed duplexes with two driveways on lots as small as 10,000 square feet to manage stormwater and water quality management on their lots. Therefore, the analysis as presented is not consistent with the Zoning Regulations, State of Connecticut Department of Energy and Environmental Protection (DEEP) *Water Quality Manual* standards, nor the DEEP *Guidelines for Soil Erosion and Sediment Control*. Additionally, the water quality volume found in the two proposed basins cannot be used in the analysis in the storm ponds since no method for release of that water is proposed. With rock at the bottom of those basins, no infiltration can be relied upon and, therefore, must be assumed to be full and not available for storage.
10. The erosion control plan is not in compliance with the DEEP *Guidelines for Soil Erosion and Sediment Control* for, at a minimum, the following reasons. The erosion control plan fails to consider the extent of exposed rock surfaces, which will result in extreme changes in cover once overburden is removed. These extreme changes in surface coverage from existing

conditions will overwhelm the limit sediment traps shown graphically on the plans. No phasing is shown that would limit construction activity to 5 acres or less and is, therefore, not in compliance with the DEEP *Guidelines for Soil Erosion and Sediment Control*. Sediment traps are shown as boxes with basic dimensions but fail to account for changes in existing grade, which range from 6' across the boxes to up to 20' in some cases. Sediment traps are shown located immediately upgradient of several houses, which will be a safety hazard for those downgradient houses.

11. On two separate occasions, we have requested that the applicant provide approval of the sanitary sewer system by the Derby Water Pollution Control Authority and a "will serve" letter from the Regional Water Authority (formerly Aquarion) that it has the ability to provide drinking water to the site. This is a simple routine procedure for any site development application. Simply saying that it will be done after an application is approved is unacceptable because if either one of the utilities were not capable of being extended to serve the subdivision, the size of the proposed lots would need to be increased, resulting in a change to the entire subdivision layout. The applicant has not demonstrated that the requirements of Section 3.8 of the Regulations have been satisfied.

For the above reasons, together with the comments in our previous review letters to the Commission, we believe that this application is not in a position to be approved by the Commission.

Please feel free to contact either of the undersigned should you have any questions regarding this application.

Regards,

SLR International Corporation

Ryan McEvoy, PE
Principal Civil Engineer
rmcevoy@slrconsulting.com

Vincent C. McDermott, FASLA, AICP
Senior Principal Landscape Architect
vmcdermott@slrconsulting.com

141.11563.00023.au1826.ltr

Invoice

Jamie Wilson
City of Derby
Planning & Zoning
1 Elizabeth Street
Derby, CT 06418

July 28, 2026
Invoice No: 10028932

Project Manager: Ryan McEvoy
PO Number: TBC

Invoice Total: USD 2,772.50

Project 141.V11563.00023 11563.00023 Planning & Zoning - Derby, CT

Professional Services from May 30, 2026 to July 03, 2026

Phase 0010 General Consultation & Admin.

Services Rendered: Prepare for and attend public hearing on June 2 and regular meeting on June 16th.

Professional Staff

	Hours	Rate	Amount
Senior Principal	5.75	250.00	1,437.50
Principal 1	6.00	215.00	1,290.00
Totals	11.75		2,727.50
Total Labor			**2,727.50**

Phase Total USD 2,727.50

Phase 0110 Zoning Enforcement Assistance

Services Rendered: Coordinate with zoning staff on agenda preparation, legal notice preparation, sending updates to Zoning Regulations to staff, and various other zoning enforcement related matters.

Professional Staff

	Hours	Rate	Amount
Principal 1	.25	180.00	45.00
Totals	.25		45.00
Total Labor			**45.00**

Phase Total USD 45.00

Total this Invoice USD 2,772.50

Outstanding Invoices

Number	Date	Balance
10026482	5/11/2026	2,475.00
Total		**2,475.00**

Please make all payments to **SLR International Corporation**
ACH/Wire Payment: U.S. Bank, N.A., Seattle, WA **ABA:** 125000105 **Acct:** 153590817315 **SWIFT:** USBKUS44IMT
Check Remit Address: PO Box 809327, Chicago, IL 60680-9327
Email remittance info to *ar-us@slrconsulting.com*

Invoice

Jamie Wilson
City of Derby
Planning & Zoning
1 Elizabeth Street
Derby, CT 06418

August 17, 2026
Invoice No: 10029716

Project Manager: Ryan McEvoy
PO Number: TBC

Invoice Total: USD 2,518.75

Project 141.V11563.00023 11563.00023 Planning & Zoning - Derby, CT

Professional Services from July 04, 2026 to July 31, 2026

Phase 0010 General Consultation & Admin.

Services Rendered: Review of modifications on Summit Hill, LLC subdivision and prepare updated comment letter.

Professional Staff

	Hours	Rate	Amount
Senior Principal	7.75	250.00	1,937.50
Principal 1	1.25	215.00	268.75
Totals	9.00		2,206.25
Total Labor			**2,206.25**

Phase Total **USD 2,206.25**

Phase 0110 Zoning Enforcement Assistance

Services Rendered: Assistance with Zoning related matters with City staff.

Professional Staff

	Hours	Rate	Amount
Principal 1	1.25	180.00	225.00
Administrative	1.25	70.00	87.50
Totals	2.50		312.50
Total Labor			**312.50**

Phase Total **USD 312.50**

Total this Invoice **USD 2,518.75**

Please make all payments to **SLR International Corporation**
ACH/Wire Payment: U.S. Bank, N.A., Seattle, WA **ABA:** 125000105 **Acct:** 153590817315 **SWIFT:** USBKUS44IMT
Check Remit Address: PO Box 809327, Chicago, IL 60680-9327

Please note
If paying by check, effective September 16, 2026, our new lockbox address is:
SLR International Corporation
P.O. Box 861030
Minneapolis, MN 55486-1030

Email remittance info to *ar-us@slrconsulting.com*

Invoice

Jamie Wilson
City of Derby
1 Elizabeth Street
Derby, CT 06418

August 06, 2026
Invoice No: 10029284
Due Date: September 05, 2026
Project Manager: Ryan McEvoy
PO Number:

Invoice Total: USD 1,645.00

Project 141.050885.00001 2025 Derby Planning and Zoning Reviews

Professional Services from July 04, 2026 to July 31, 2026

Phase 0001 Summit Hill, LLC - Subdivision Application

Services Rendered: Ongoing efforts related to review of Summit Hill, LLC application

Professional Staff

	Hours	Rate	Amount	
Senior Principal	3.50	290.00	1,015.00	
Principal 1	2.75	250.00	687.50	
Totals	6.25		1,702.50	
Total Labor				**1,702.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,702.50	8,355.00	10,057.50	
Limit			10,000.00	
Adjustment				**-57.50**
			Phase Total	**USD 1,645.00**
			Total this Invoice	**USD 1,645.00**

Outstanding Invoices

Number	Date	Balance
10028144	7/9/2026	1,610.00
Total		**1,610.00**

Please make all payments to **SLR International Corporation**
ACH/Wire Payment: U.S. Bank, N.A., Seattle, WA **ABA:** 125000105 **Acct:** 153590817315 **SWIFT:** USBKUS44IMT
Check Remit Address: PO Box 809327, Chicago, IL 60680-9327

Please note
If paying by check, effective September 16, 2026, our new lockbox address is:
SLR International Corporation
P.O. Box 861030
Minneapolis, MN 55486-1030

Email remittance info to *ar-us@slrconsulting.com*

Invoice

Jamie Wilson
City of Derby
1 Elizabeth Street
Derby, CT 06418

July 09, 2026
Invoice No: 10028144
Due Date: August 08, 2026
Project Manager: Ryan McEvoy
PO Number:

Invoice Total: USD 1,610.00

Project 141.050885.00001 2025 Derby Planning and Zoning Reviews

Professional Services from May 30, 2026 to July 03, 2026

Phase 0001 Summit Hill, LLC - Subdivision Application

Services Rendered: Ongoing efforts related to review of Summit Hill, LLC application

Professional Staff

		Hours	Rate	Amount	
Principal 1		6.00	250.00	1,500.00	
Administrative		1.00	110.00	110.00	
	Totals	7.00		1,610.00	
	Total Labor				**1,610.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,610.00	6,745.00	8,355.00	
Limit			10,000.00	
Remaining			1,645.00	
		Phase Total		**USD 1,610.00**
		Total this Invoice		**USD 1,610.00**

Please make all payments to **SLR International Corporation**
ACH/Wire Payment: U.S. Bank, N.A., Seattle, WA **ABA:** 125000105 **Acct:** 153590817315 **SWIFT:** USBKUS44IMT
Check Remit Address: PO Box 809327, Chicago, IL 60680-9327
Email remittance info to *ar-us@slrconsulting.com*

SLR International Corporation
99 Realty Drive, Cheshire, Connecticut, 06410

July 27, 2026

Mr. Joseph L. DiMartino, Mayor
City of Derby
1 Elizabeth Street
Derby, Connecticut 06418

SLR Proposal No.: 148.P00203.00001

Client Reference No.: US.115600

RE: Public Act 25-1 Zoning Amendments

Dear Mr. Mayor,

At the request of the City's attorney, Brian Lema, SLR is pleased to submit the following proposal for assisting the City of Derby Planning and Zoning Commission ("the Commission") in amending its Zoning Regulations to address the minimum amendments required by the passage of Public Act 25-1, An Act Concerning Housing Growth, herein referred to as "PA 25-1". These minimum requirements include legislation pertaining to the permitting of middle housing or mixed-use developments in commercial districts, minimum/maximum parking requirements for residential development(s), parking needs assessment, and summary review process. Pursuant to PA 25-1, these amendments should have been completed by July 1,2026.

1.0 Scope of Services

SLR proposes the following scope of services to assist in amending the regulations. As has been the custom, we anticipate that the Commission will establish a subcommittee to work with SLR during the amendment process.

Task 1 Regulation Review & Recommendations

SLR will review current Zoning Regulations to identify sections in need of amendments to address the requirements of PA 25-1. We anticipate these sections will include Article II (Definitions), Article III (Districts), Article IV (General Use Requirements and Miscellaneous Provisions), and Article VII (Off-Street Parking & Loading); however, additional sections may be identified in our review. We expect the Commission to provide SLR with a copy of the Zoning Regulations in Word format to complete this task.

SLR will prepare a Recommendations Report for the Commission identifying the minimum required amendments, with recommendations on how to address each within the existing framework of the Zoning Regulations. SLR may make recommendations within existing sections of the Regulations or propose new sections to meet these requirements. SLR will distribute this Recommendations Report to the Commission for review and comment.

Deliverables:

- One (1) Recommendations Report for Addressing PA 25-1. We assume one (1) round of review and consolidated comments from Commission's subcommittee to finalize this Report.

Task 2 Draft Text Amendments & Final Regulations

Following completion of Task 1, SLR will prepare text amendments as identified within the Recommendations Report for the Commission's review. SLR anticipates one (1) round of consolidated comments from the subcommittee to address edits prior to attending a meeting with the Planning and Zoning Commission.

Deliverables:

- Draft Text Amendments for Zoning Regulations. We assume one (1) round of review and consolidated comments from the subcommittee in order to finalize draft text.
- Final Amendment Regulations (Word and PDF Format). We assume one (1) round of review and consolidated comments from the subcommittee and/or the Planning and Zoning Commission prior to the Public Hearing.

Task 3 Planning & Zoning Commission Meetings

SLR proposes to attend up to three (3) Planning & Zoning Commission meetings virtually, as needed, throughout the course of the project to introduce the proposed amendments, to discuss and refine proposed amendments, and to attend the public hearing on the proposed amendments. We propose to attend these meetings at an hourly rate as detailed below.

2.0 Schedule

SLR will complete Tasks 1-2 within four (4) weeks of receiving a signed contract. Meetings will be conducted as scheduled by the Planning & Zoning Commission's meeting schedule. Progress updates (including financial) will be provided monthly, as appropriate.

3.0 Fees

SLR submits this proposal on the basis of the fee structure set forth below. Please note that SLR reserves the right to conduct a credit check prior to engagement and to request a retainer in advance of providing services. Any such retainer will be held by SLR until completion of the services and will be applied to the final invoice.

3.1 Fixed Fee

SLR proposes completing Task 1 and Task 2 as a lump sum fee of $6,100, plus applicable taxes, based on the information provided and the assumptions set out in this proposal. This fee is further broken down as follows:

Task 1.0 - Regulation Review and Recommendations.....$3,300 (Lump Sum)

Task 2.0 - Draft Regulations.....$2,800 (Lump Sum)

3.2 Time and Expenses

SLR proposes completing Task 3 (Meetings) on a time and expenses basis, as follows, and in accordance with our 2026 Discounted Rate Schedule, attached:

Task 3.0 - Planning & Zoning Commission Meetings.....$2,000 (Hourly Budget)

4.0 Exclusions and Limitations

In addition to any other assumptions identified above, the following apply to this proposal:

- Public hearing notices.
- Additional zoning amendments not identified as part of this scope

5.0 Closure

This proposal is exclusively prepared for you by SLR. Please note that it is confidential and should not be copied, reproduced, distributed, or published without our prior written consent. SLR is open to discussing and revising any part of this proposal to better suit the City's needs. The proposal is valid for 30 days from the date above, after which it will expire. We look forward to receiving the signed professional services agreement below. Please return to the attention of one of the individuals named below prior to the expiry hereof.

Regards,

SLR International Corporation

Vince McDermott, FASLA, AICP
Senior Principal Landscape Architect
vmcdermott@slrconsulting.com

Taylor Daigle, AICP
Associate Community Planner
tdaigle@slrconsulting.com

Attachments Professional Services Agreement
2026 Discounted Rate Schedule

copy Linda Fusco, Chief of Staff
Brian Lema, Attorney
Aniello D. Malerba, III, Planning & Zoning Commission Chair

Professional Services Agreement

SLR Information		Client Information	
Name:	SLR International Corporation ("SLR")	**Name:**	City of DerbyCity of Derby (the "Client")
Jurisdiction of Formation:	Washington	**Jurisdiction of Formation:**	Connecticut
Address:	99 Realty Drive, Cheshire, Connecticut, 06410	**Address:**	1 Elizabeth Street Derby, Connecticut 06418
Attention:	Taylor Daigle	**Attention:**	
Phone:	203-271-1773	**Phone:**	
Email:	tdaigle@slrconsulting.com	**Email:**	
Fee Structure:	☒ Time & Expenses ☒ Fixed Fee of $6,100 (USD)	**Invoicing Portal:**	
		Portal Set-up Contact Name:	
		Accounts Payable Contact Name:	
		Accounts Payable Contact Email:	
Retainer Amount:		**Accounts Payable Contact Phone:**	
		Is PO/Work Order/etc. no. required on invoice?	☐ Yes – if yes, # _____ ☐ No

A. The Client hereby retains and authorizes SLR, or any Affiliate in SLR's discretion, to perform the services as described more particularly in SLR Proposal No.: 148.P00203.00001148.P00203.00001 dated July 27, 2026 (the "**Proposal**") (generally and collectively referred to as the "**Services**") pursuant to and in accordance with the terms and conditions set forth herein and the Proposal (all of which, together with any agreed revisions, constitute the "**Agreement**"). "**Affiliate**" means a person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. For these purposes, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

B. SLR reserves the right to conduct a credit check on, or request a retainer from, the Client prior to commencing the Services hereunder.

C. The effective date of this Agreement is the date on which the Client (each a "**Party**" and, collectively, the "**Parties**") has signed the Proposal (the "**Effective Date**").

1. Term of Agreement

This Agreement commences on the Effective Date and unless suspended or terminated in accordance with the terms hereof, shall terminate on the date on which SLR has completed all Services and received payment of all remuneration, including disbursements, expenses, and subcontractor costs, if any, in respect of such Services as set forth herein or in the Proposal (collectively, the "**Fees**").

2. Termination

a) Either Party may terminate (i) this Agreement, or (ii) any part of the Services (and in the case of (ii), without affecting the balance of this Agreement or other Services to be performed hereunder) at any time by giving the other Party not less than thirty (30) days' notice. The date of termination of this Agreement or any of the Services to be performed hereunder shall be the date upon which such notice period expires.

b) Either Party may, by giving notice, immediately terminate this Agreement in the event that:

I) a material breach of this Agreement has occurred and remains unresolved or has not commenced to be resolved within fourteen (14) days' notice of such breach. In such event, the date of termination of this Agreement shall be the date upon which such notice period expires;

II) a petition for bankruptcy liquidation, or reorganization proceeding is filed by or against the other Party or the other Party is adjudged a bankrupt or makes a general assignment for the benefits of its creditors;

III) the other Party is generally unable to pay its debts as they come due or otherwise becomes insolvent or a receiver judicial administrator, trustee, or liquidator is appointed on account of the insolvency of such Party;

IV) it becomes unlawful for the Party to be a party to this Agreement; or

V) it becomes unlawful for the Party to perform its obligations hereunder or under applicable law.

c) SLR may, by giving notice, immediately terminate this Agreement if the Client has not paid all invoices when due; provided, however, that SLR has given the Client not less than fourteen (14) days' notice of its intention to terminate and the applicable invoices remain unpaid at the end of such period.

d) SLR may terminate this Agreement with immediate effect in the event that it becomes unlawful for SLR to receive payment for performance of the Services.

e) In the event of termination for any reason, the Client shall pay all Fees for Services performed up to and including the date of termination, as well as any costs and expenses incurred by SLR relating to such termination.

f) Termination of this Agreement shall not affect those provisions which expressly or impliedly survive termination nor shall it prejudice or affect the accrued rights or claims of either Party.

3. Suspension

a) The Client may at any time by not less than fourteen (14) days' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. Upon receipt of said notice, SLR shall cease performance of the suspended Services in an orderly and economical manner, compatible with a possible instruction to restart work. The Client shall pay SLR all Fees for Services performed up to and including the date of suspension, as well as any costs and expenses incurred by SLR relating to such suspension.

b) If the suspension exceeds the period specified in the suspension notice, or in the absence of specification three (3) months in aggregate, such suspended Services shall be deemed to have been terminated by the Client in accordance with Clause 2a).

c) If the Client requests that SLR recommence the suspended Services, SLR shall comply with such notice as soon as reasonably practicable so long as such suspended Services were not deemed to be terminated pursuant to Clause 3b). The Client shall pay to SLR any and all costs relating to recommencing the suspended Services.

4. Assignment

Neither Party shall assign, charge, transfer, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. No assignment of this Agreement or any interest herein shall be valid until this Agreement or such interest has been assumed by the assignee. Notwithstanding the foregoing, SLR may assign, charge, transfer, or otherwise dispose of any benefit or obligation under this Agreement to any of its Affiliates without the prior written consent of the Client.

5. SLR's Obligations

a) SLR or its Affiliates may perform the Services and shall exercise the reasonable skill, care, and diligence in the performance of the Services that would reasonably be expected from a consultant qualified in the provision of such services at the time the Services were performed.

b) SLR shall use reasonable endeavors to provide the Services in accordance with any timetable agreed between the Parties, but such dates shall be estimates only. SLR shall not be liable for any delays in performing or failure to perform the Services to the extent that such delays or failures result from causes beyond SLR's reasonable control including, but not limited to, any fortuitous or force majeure event, act of God, terrorism or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other similar event, infectious or contagious disease or epidemic necessitating preventative measures, disruption or outage of communications, power or other utility, national labor problems or strikes, which SLR could not have reasonably prevented, and any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented through the use of reasonable care or which was not reasonably foreseeable by SLR. If such an event continues for a period longer than one hundred eighty (180) consecutive days, either Party shall have the right to terminate this Agreement in accordance with Clause 2a).

c) SLR may subcontract the performance of any part of the Services with the Client's prior consent which shall not be unreasonably withheld or delayed. SLR shall be responsible for the performance and the payment of any such subcontractor. For the avoidance of doubt, neither agency staff seconded to or engaged by SLR nor Affiliate personnel shall be deemed to be subcontractors.

d) In providing the Services, SLR shall comply with all applicable occupational health and safety laws and regulations and shall be responsible for the conduct of its employees, subcontractors, and equipment at any Client work site ("**Site**").

e) In the event that any well or borehole is drilled, installed, or decommissioned as part of the Services, SLR shall not be responsible for any repair or maintenance of any such well due to weathering, erosion, site conditions, site activities or any other reason beyond SLR's control.

f) In the event that SLR encounters any hazardous, toxic or dangerous wastes as defined by applicable law ("**Hazardous Waste**") at any Site at which the Services are being performed and such Hazardous Waste requires handling, transportation or disposal at an off-site facility, the Client must request and detail the requested assistance required by SLR with respect thereto and, if required, the Parties shall enter into a delegation agreement in accordance with applicable laws. Assistance may include providing available options for Hazardous Waste and making arrangements or signing manifests on the Client's behalf with respect the transportation or disposal of same however, in no event shall SLR accept title to, take control of, or be responsible in any manner for such Hazardous Waste.

6. Client's Obligations

a) The Client shall pay to SLR the Fees for the Performance of the Services.

b) The Client shall furnish to SLR, without charge and in such time so as not to delay or disrupt performance of the Services, all necessary and relevant data and information (including, without limitation, any drawings or plans identifying the locations of any and all underground services, structures, or artificial obstructions on the Site) ("**Client Information**") and shall ensure all such data and information is accurate and complete. SLR is entitled to rely on all Client Information whether furnished by or on behalf of the Client.

c) The Client is responsible for providing and maintaining a safe Site. The Client acknowledges that SLR, its subcontractors, and any of their respective employees have the right to stop work under any circumstances in which it considers that commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances, the Parties shall engage as soon as is practicable to determine a resolution to allow work to resume.

d) The Client is responsible for all arrangements to enable SLR to enter public and private property as required for SLR to perform the Services. The Client shall furnish such approvals, authorizations, and permits from any and all governmental authorities having jurisdiction over the Site and such approval and consent from others as may be necessary.

e) The Client shall ensure that any rights in and to any and all discoveries, inventions, patents, trademarks, copyrights, industrial designs, software, source code, back up data, calculations, technical information, trade secrets, know-how and processes, methods, and all other intellectual and industrial property rights whatsoever, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and all improvements made to any of the foregoing ("**Intellectual Property**") provided to SLR by or on behalf of the Client is either owned by or

licensed to the Client. The Client hereby licenses (or sublicenses, as applicable) such Intellectual Property to SLR to use as necessary in the performance of the Services. Such license or sublicense shall entitle SLR or its subcontractors (without payment or other fee) to reproduce and make use of any such Intellectual Property required to be incorporated in the execution of the Services.

f) The Client shall indemnify and save harmless SLR, its Affiliates, each of its subcontractors, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, "**SLR Indemnified Parties**") from and against any and all costs, claims, losses, damages, fines and expenses (including legal expenses and attorneys fees) arising out of any (i) errors or omissions in any data or information provided by or on behalf of the Client to SLR, and (ii) alleged or actual infringement or misappropriation of Intellectual Property resulting from the reproduction or use of Intellectual Property provided by or on behalf of the Client to SLR.

g) If, as a consequence of or related to the performance of Services hereunder, SLR is compelled by law, by any court or tribunal, or in accordance with the rules of any stock exchange or regulatory body, to disclose information, the Client shall reimburse SLR for any and all costs and expenses associated with same.

7. Invoicing and Payment

a) SLR shall submit invoices to the Client on a monthly basis and the Client shall pay to SLR all invoiced amounts within thirty (30) days of receipt of such invoice or such other period as required by applicable law. If an invoice is not paid when due, SLR may suspend any and all Services until all such amounts have been paid in full. SLR reserves the right to apply interest at a rate of eighteen percent (18%) per annum (or, if less, the greatest amount permitted by applicable law) to all amounts remaining unpaid after the due date for payment until the date such amounts are paid.

b) If SLR refers amounts payable under this Agreement for collection to a lawyer, an agent, or a collection agency, the Client shall be responsible for paying such reasonable fees as SLR may incur in the collection of such amounts to the extent permitted under applicable law.

c) SLR shall be entitled to seek reimbursement from the Client for all reasonable costs incurred in responding to any document production request, inquiry, investigation or similar requirement issued by any governmental or regulatory authority relating to the Services. Such costs shall include SLR's internal costs (including personnel time and administrative expenses) as well as fees, disbursements, and other charges of external legal counsel or other professional advisors retained in connection with such mandatory disclosures.

d) SLR's rates and charges are subject to adjustment effective as of January 1 of each calendar year during the term of this Agreement.

8. Variations and Additional Services

a) The Client may request a variation to any part of the Services or performance or additional services at any time up to the completion of the Services. If SLR becomes aware that variations or additional services may be required, SLR shall advise the Client of same and shall follow the process set out in this Clause 8.

b) The Client may request that SLR prepare (or revise as appropriate) a proposal to reflect the cost of such additional services and for any resultant delay, and the Client may accept SLR's quotation, whether as submitted or with agreed modifications.

c) Any variations or additional services shall be undertaken by SLR only with written agreement of the Parties.

d) If the Client instructs SLR to carry out variations or any additional services without any quotation or agreement on rates, SLR shall be entitled to charge for such services on a time and expenses basis in accordance with the rates set forth in this Agreement or, if no such rates are specified, at its normal rates for similar work.

9. Reports and other Deliverables

a) All drawings, reports, specifications, pricing, calculations, field notes, data, source code and other documents and information prepared by or on behalf of SLR in connection with the Services ("**Work Product**") shall be considered Confidential Information (as such term is defined in Clause 14a) and in addition to any restrictions set out herein, shall be subject to limitations set out in the Work Product . Work Product expressly excludes Client Information. SLR shall only permit a third party to rely on its Work Product with SLR's prior written consent and in accordance with a reliance letter in a form acceptable to SLR which shall accompany such Work Product.

b) The Client shall not be entitled to rely on any preliminary information or draft Work Product provided by SLR prior to completion of the Services.

c) If the Client requests that any report or deliverables be provided in a language other than English, the Client shall pay an additional amount to SLR for the translated version and such translation into the other language shall be for information purposes only. The English version of the reports and deliverables shall at all times prevail.

d) SLR's reports present professional opinions and findings of a scientific and technical nature which are not to be construed as legal opinions or representations as to the requirements of, or compliance by the Client with, environmental laws, rules, regulations, or policies of governmental authorities.

e) Where the Services include a Site or environmental assessment, audit, review, or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact.

f) SLR may use artificial intelligence software, technology, systems, services, tools, algorithms or models, including but not limited to machine learning models, large language models or AI foundation models or any other system capable of simulating human intelligence, making predictions, generating content, or automating tasks ("**AI Technology**") in the preparation and delivery of the Work Product.

g) If the Client requests that SLR use (i) specific AI Technology that the Client or its other consultant has created, or (ii) Client Information in connection with the performance of the Services (including preparation of any Work Product), SLR shall not be liable for any loss or damage that the Client may incur or sustain as a result of, or in relation to, such request and the Client accepts full legal responsibility in respect of any claim or liability incurred by SLR as a result of, or in relation to, such request.

10. Warranties

EXCEPT AS SPECIFICALLY SET OUT IN THIS AGREEMENT, SLR EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER LIABILITIES (WHETHER IN CONTRACT, TORT OR OTHERWISE), REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. SLR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SLR MAKES NO WARRANTY OF ANY KIND THAT THE WORK

PRODUCT WILL MEET THE CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE ERROR FREE.

11. Compliance

a) Each Party shall:
   I) comply with all economic sanctions, export controls and import laws and regulations applicable to it in relation to the Services;
   II) comply with applicable data protection legislation and regulations; and
   III) respect human rights in its activities and business operations and must notify the other immediately if it becomes aware of any adverse human rights impact which may be caused by, contributed to, or directly connected to the Services.

b) Each Party shall:
   I) comply with the Canada *Corruption of Foreign Public Officials Act*, the United States *Foreign Corrupt Practices Act*, the UK *Bribery Act 2010* and all other applicable anti-bribery and anti-corruption laws, regulations, policies, and other requirements ("**Bribery Laws**");
   II) procure that no persons associated with it (including an employee, subcontractor, agent or other third party working on behalf of it or any of its Affiliates (an "**Associated Person**") commit any offence under Bribery Laws (a "**Bribery Offence**") or any act which would constitute a Bribery Office;
   III) for the term of this Agreement, implement and maintain adequate procedures to prevent any Associated Person from committing a Bribery Offence; and
   IV) not do or permit anything to be done which would cause the other Party or any Associated Person to commit a Bribery Offence or incur any liability in relation to Bribery Laws.

12. Liability

a) Subject to the limitations in this Clause 12, SLR shall indemnify and save the Client harmless from and against all actions, causes of actions, claims and demands whatsoever suffered or sustained by the Client as a result of the grossly negligent or wrongful acts of SLR in performing the Services.

b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SLR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT HOWSOEVER ARISING WHETHER IN CONTRACT OR IN TORT, IN NEGLIGENCE, FOR BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE LIMITED TO AND NOT EXCEED THE FEES; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL IN ANY WAY EXCLUDE OR LIMIT SLR'S LIABILITY FOR:
   I) DEATH OR PERSONAL INJURY CAUSED BY SLR'S NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS;
   II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
   III) ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

c) IN NO EVENT SHALL SLR BE LIABLE FOR THE FOLLOWING LOSS OR DAMAGE: (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED; (II) LOSS OF PROFIT, BUSINESS, USE, PRODUCTION, OR REVENUE; (III) PUNITIVE LOSS OR DAMAGE; (IV)BUSINESS INTERRUPTION LOSSES, ; (V) LOSS OF GOODWILL; (VI) LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA OR INFORMATION; OR (VII) THIRD PARTY LOSS OR DAMAGE; OR (VIII) ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, IN EACH CASE WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

d) The Parties agree that the foregoing limitations of liability is considered fair and reasonable by the Parties given the duties and obligations of each under this Agreement.

13. Insurance

Provided always that such insurance is available at commercially reasonable rates, and subject to all exceptions, exclusions, and limitations to the scope of coverage that are commonly included in such insurance at the time it is taken out or renewed, as the case may be, SLR shall maintain, during the term of this Agreement, professional indemnity and commercial general liability insurance to cover its obligations hereunder.

14. Confidential Information

a) "**Confidential Information**" means any information that would be regarded as confidential by a reasonable person including, but not limited to, any information which the disclosing Party defines (whether or not it has been marked as such) as confidential, including, in SLR's case any of SLR's know-how, techniques, or processes used in the course of carrying out the Services.

b) The Parties agree to treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of, any Confidential Information of the other Party where the information was received during the term of this Agreement. This restriction shall apply for the duration of this Agreement and a period of three (3) years after termination of this Agreement.

c) Confidential Information shall not include information which:
   I) is or becomes generally available to the public other than as a result of its disclosure in breach of this Agreement;
   II) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by obligations of confidentiality with the disclosing Party;
   III) was lawfully in the possession of the receiving Party before the information was disclosed to it by the disclosing Party;
   IV) the disclosing Party agrees in writing is not confidential or may be disclosed; or
   V) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

d) The receiving Party may disclose Confidential Information to its officers, directors, employees, subcontractors, consultants, (including technology providers), agents, advisors, and representatives who have a need to know in relation to this Agreement, are advised as to the confidential nature of the Confidential Information and are bound by confidentiality obligations at least as onerous as those set out herein. Moreover, the receiving Party may disclose Confidential Information to the extent that same is required to be disclosed by applicable law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction; provided, however, that the receiving Party shall furnish only that portion of the Confidential Information which, in the reasonable opinion of its legal counsel, is legally required and shall exercise reasonable efforts (not including any financial obligation) to obtain reliable assurance that the Confidential Information so disclosed shall be accorded confidential treatment.

15. Intellectual Property

a) SLR retains all rights (including Intellectual Property rights) in all Work Product. Subject to SLR having received payment of all Fees, SLR hereby grants the Client a royalty-free, non-exclusive, non-sublicensable and non-transferable license to copy and use such Work Product. Such license shall enable the Client to copy and use the Work Product solely for its own purposes in connection with the Project and such use shall not include any license to modify or reproduce any conceptual designs or professional opinions contained therein nor shall the Client use the Work Product for the development, training, fine-tuning or validation of any AI Technology.

b) SLR shall not be liable for use of the Work Product by any person other than the Client or for any purpose other than that for which such Work Product was prepared.

c) The Client shall indemnify and save harmless all SLR Indemnified Parties from and against any and all costs, claims, losses, damages, fines and expenses (including legal expenses on a solicitor and own client basis) arising out of, or in connection with, any unauthorized use of the Work Product.

d) The Client agrees that SLR, its Affiliates and any of its subcontractors may use the Work Product and Client Information (including the Client's Confidential Information) with AI Technology in connection with the Services and in providing services to SLR's other clients.

e) The Client agrees and acknowledges that SLR may use the Work Product and Client Information (including the Client's Confidential Information) to develop information, reports, data, drawings, designs, calculations, documents, graphical representations or other material and deliverables for third parties, save that where the Work Product or Client Information contain the Client's Confidential Information, such Confidential Information shall be excluded or redacted.

16. Tax Liabilities

a) Each Party shall be responsible for its tax liabilities arising from this Agreement.

b) Rates payable to SLR for performance of the Services do not include any applicable taxes, which are the responsibility of the Client. Such taxes are to be paid in addition to any rates payable hereunder, without any set-off, deduction or withholding save as required by applicable law.

c) If the Client is obliged to make any deduction or withholding on account of any tax of any nature, the Fees payable hereunder shall be grossed up to the extent necessary to ensure that after such deduction or withholding the amount otherwise payable remains the same. The Client shall be responsible for providing an appropriate certificate of tax deduction to SLR.

17. Dispute Resolution

If any dispute arises out of or in connection with this Agreement, a senior management representative from each Party with authority to settle the dispute shall, within seven (7) days of a written request from one Party to the other, meet in good faith to resolve the dispute. If the dispute cannot be resolved at such meeting or within such period after the meeting as agreed by the Parties' representatives, then either Party may proceed to litigation or other such dispute resolution procedure as agreed to by the Parties.

18. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware and the laws of the United States applicable therein without regard to principles of conflicts of law that would impose a law of another jurisdiction. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the state and federal courts of the State of Delaware and all courts of appeal therefrom.

19. General

a) Each Party shall designate a project manager who shall be deemed to have authority to make decisions on behalf of such Party under this Agreement. Each Party shall notify the other immediately if the project manager is replaced.

b) This Agreement, including, for clarity, the Proposal, constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other terms and conditions (including, any prior oral and written representations and all prior communications and agreements and any terms and conditions which the Client purports to apply under any purchase order or other document).

c) This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

d) Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, creates or is deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

e) This Agreement shall not be modified except by written agreement signed by the Parties.

f) Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver unless in writing and shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

g) If any provision (or part of a provision) of this Agreement or the application thereof is determined by any court or administrative authority of competent jurisdiction to be illegal, invalid, or unenforceable, it shall be deemed removed and all other provisions shall continue in full force and effect.

h) All notices required under this Agreement shall be in writing and delivered by hand, courier, registered mail, or email to the applicable address set forth on the first page of this Agreement. Any notice delivered pursuant to this Clause 19h) shall be deemed to have been delivered on the date of its receipt, unless such notice is received after 4:00 p.m. local time or on a non-business day, in which event the notice shall be deemed received on the next business day. If the notifying Party receives an "undeliverable" notification in response to an email within twenty-four (24) hours of dispatch, such Party is obligated to give notice in another form acceptable hereunder. Either Party may change its address for service by providing the other Party with ten (10) days' notice of such change.

i) The Client acknowledges and agrees that it is responsible for compliance at all times with applicable privacy legislation governing the collection, use and disclosure of personal information as such term defined therein. The Client represents and warrants to SLR that it has obtained or shall obtain the prior consent of each individual whose personal information has been disclosed or shall be disclosed to SLR in accordance applicable privacy legislation during the performance of SLR's obligations hereunder.

j) This Agreement may be executed in any number of counterparts, each of which when signed shall be an original and all of which taken together shall constitute one instrument. This Agreement and any counterpart of it may be signed by manual, digital, or other electronic signature, and delivered or transmitted by any digital, electronic, or other intangible means, including by email or other functionally equivalent electronic means of transmission, and that execution, delivery and transmission shall be valid and legally effective to create a valid and binding agreement between the Parties.

k) The language for communication in respect of this Agreement shall be English. If any communication or version of this Agreement is written in any other language and there is a dispute over interpretation, the English version shall prevail. If the Client is located in Quebec, Canada, the following clause applies: The Parties hereby confirm that they have requested that this Agreement be drafted in English. Les parties contractantes confirment qu'elles ont exigés que le présent contrat et tous les documents associés soient rédigés en anglais.

l) To the extent of any ambiguity or conflict between the parts of this Agreement, the order of precedence shall be as follows: the recitals, the terms and conditions of this Agreement, and the Proposal.

2026 US Discounted Rate Schedule

SLR PROFESSIONAL SERVICES	HOURLY RATE
Senior Advisor	$350
Senior Principal	$295
Principal 2	$275
Principal 1	$260
Senior 2	$245
Senior 1	$235
Associate 2	$215
Associate 1	$205
Project 2	$185
Project 1	$175
Staff 2	$165
Staff 1	$155
Chief Inspector	$225
Senior Inspector	$200
Inspector	$185
Land Surveyor	$180
Party Chief	$160
Crew Member	$140
Senior Draftsperson/Technician	$155
Draftsperson/Technician	$150
Administrative	$115

Note: Time will be billed to the nearest ¼ hour

REIMBURSABLE EXPENSES	RATE	
Bond Prints	$ 2.00	Each
Large Bond Prints	$ 3.00	Each
Fixed Line Mylars	$75.00	Each
Color Plots/Mylars	$30.00	Each
Large Color Plots/Mylars	$45.00	Each
Photocopies –8½ x 11	$ 0.12	Per Copy
Photocopies – 11 x 17	$ 0.24	Per Copy
Color Copies – 8½ x 11	$ 1.25	Per Copy
Color Copies – 11 x 17	$ 2.25	Per Copy
Binding 0-200 pages	$ 6.00	Per Bound Copy
201 or more pages	$ 7.50	Per Bound Copy
Board Mounting	$25.00	Each
Each FedEx – $0 to $25	$25.00	Per FedEx
FedEx – Over $25	Cost	Per FedEx
Mileage	IRS Rate	Per Mile

OTHER DIRECT CHARGES	RATE
Subcontractors, vendors, and other expenses	Actual cost +15%
Administrative charge	3% of Labor Charges
Expert witness testimony services (court and mediation)	50% Labor Surcharge

By signing below, the City of Derby hereby accepts and agrees to this proposal and the terms and conditions attached hereto.

ACKNOWLEDGED AND AGREED TO

Date: 8-18-2026

Per: [signature]

Name: Joseph DiMartino

Title: MAYOR