City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
November 20, 2025
6:00 PM

Engineering / Ingeniería

1. PIN No. 8005.26 & 8758.75 Broadway Pedestrian & Traffic Signal Improvements - Change Order No. 2

   Resolution authorizing Change Order No. 2 for a time extension to the construction contract with Verde Electric Maintenance Corporation in the Broadway Pedestrian and Traffic Signals Improvements Project (PIN #8005.26 AND PIN#8758.75)

   Resolución que autoriza la Orden de Cambio No. 2 para una extensión de tiempo al contrato de construcción con Verde Electric Maintenance Corporation en el Proyecto del Mejoramiento de Señales Peatonales y de Tráfico de Broadway (PIN #8005.26 y PIN #8758.75)

2. Delano-Hitch Aquatic Center - Supplemental Agreement with CPL for Construction Administration Services

   Resolution authorizing the City Manager to accept a proposal and execute a contract with Clark Patterson Lee for professional construction administration engineering services for the Delano-Hitch Recreation Park Aquatic Center Improvements Project in the amount of $12,700.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Clark Patterson Lee para servicios profesionales de ingeniería y administración de construcción para el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch por un monto de $12,700.00

3. Delano-Hitch Aquatic Center - Contract Amendment No. 1 with ARCADIS

   Resolution authorizing the City Manager to execute Amendment No. 1 to the contract with Arcadis of New York, Inc. for professional engineering construction management and inspection services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project reducing the cost by $490,034.22

   Resolución que autoriza al Gerente de la Ciudad a ejecutar la Enmienda No. 1 al contrato con Arcadis of New York, Inc. para servicios profesionales de ingeniería, gestión de la construcción y supervisión en el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch, reduciendo el costo en $490,034.22

Finance / Finanza

4. Resolution Certifying Base Percentages, Base Proportions & Adjusted Base Proportions Under RPTL Article 19

   Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York

   Resolución para certificar los porcentajes de base, porcentajes actuales, proporciones de base actuales y proporciones de base ajustadas bajo la opción de Homestead del Artículo 19 de la Ley del Impuesto sobre la Propiedad Real del Estado de Nueva York

5. Resolution adopting the FY2026 Budget

   Resolution adopting the Budget for the Fiscal Year 2026

   Resolución adoptando el Presupuesto para el Año Fiscal 2026

6. 2026 Non-Bargaining Unit Resolution

   Resolution amending and restating the Salary and Benefit Plan for Non-Bargaining Unit Employees

   Resolución que enmienda y reformula el Plan de Salarios y Beneficios para los empleados de la Unidad No-Negociante

Information Technology Department / Departamento de Tecnologia e Información

7. Ricoh - City Hall Mail Room Color Printer

   Resolution authorizing the City Manager to execute a Master Lease Agreement and New York State Rider with RICOH USA, Inc. for a color copier for City Hall at a cost of $353.40 per month for a period of 48 months

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Contrato Marco de Arrendamiento y un Anexo del Estado de Nueva York con RICOH USA, Inc. para una copiadora a color para el Ayuntamiento, a un costo de $353.40 por mes por un periodo de 48 meses

8. Windows 10 General Support

Resolution authorizing the City Manager to execute a service order with Thrive Operations, LLC for Windows 10 support and related services with a one-time implementation cost of $1,950.00 and a one-year license fee of $2,379.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar una orden de servicio con Thrive Operations, LLC para soporte de Windows 10 y servicios relacionados, con un costo único de implementación de $1,950.00 y una cuota de licencia por un año de $2,379.00

Planning and Economic Development / Planificación y Desarrollo Económico

9. Donations from The Scenic Hudson Land Trust, Inc. and the Orange County Land Trust, Inc.

   Resolution accepting donation of funds from the Scenic Hudson Land Trust, Inc. and the Orange County Land Trust, Inc.

   Resolución que acepta la donación de fondos de Scenic Hudson Land Trust, Inc. y de Orange County Land Trust, Inc.

Resolutions of Support / Resoluciones de Apoyo

10. Arbor Day Declaration

    Resolution declaring April 24, 2026 as Arbor Day in the City of Newburgh

    Resolución que declara el 24 de abril de 2026 como el Día del Árbol en la Ciudad de Newburgh

Boards and Commissions / Juntas y Comisiones

11. Conservation Advisory Council - Appointments

    Consejo Consultivo de Conservación - Nombramientos

Executive Session / Sesión Ejecutiva

12. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

13. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

    El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o los asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular.

RESOLUTION NO.: __________ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FOR A TIME EXTENSION TO THE CONSTRUCTION CONTRACT WITH VERDE ELECTRIC MAINENANCE CORPORATION IN THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNALS IMPROVEMENTS PROJECT (PIN #8005.26 AND PIN#8758.75)

WHEREAS, by Resolution No. 231-2024 of November 12, 2024, the City Council of the City of Newburgh, New York awarded a bid to Verde Electric Maintenance Corporation in the amount of $6,803,703.96 for the construction of the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75); and

WHEREAS, additional time is required due unanticipated field conditions that resulted in a redesign of traffic signal pole foundations and delivery dates of traffic signal poles that exceed the original contract's substantial completion date; and

WHEREAS, Verde Electric Maintenance Corporation has submitted Change Order No. 2 extending the time to September 3, 2026 as the revised completion date; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 2 with Verde Electric Maintenance Corporation to extend and accept the completion date to September 3, 2026 in the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75).

WSP - Valhalla
Change Order Details
PINS 8005.26 & 8758.75 BROADWAY PTS

Description	CITY OF NEWBURGH PINS 8005.26 & 8758.75 BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS
Prime Contractor	Verde Electric
Change Order	2
Status	Pending
Date Created	11/04/2025
Type	Time Extension/Reduction
Summary	Time Extension
Change Order Description	The reasons for the request are related to unanticipated field conditions that necessitated the redesign of Traffic Signal Pole Foundations and Drainage Structures, introduction of ancillary items not accounted for in the pre-design phase of the project, and extended lead times for the traffic signal poles which were identified as having a delivery date that surpasses the existing contract's substantial completion date. Submittal 70C Schedule Update 4R0 CPM#2 received on October 9, 2025, captures the above conditions and WSP and the CIty of Newburgh recommend acceptance of September 3, 2026, as the revised completion date.
Awarded Project Amount	$6,803,703.26
Authorized Project Amount	$6,803,703.26
Change Order Amount	$0.00
Revised Project Amount	$6,803,703.26

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	270.0 Days	270.0 Days	281.0 Days	551.0 Days

Substantial Completion Date

Reason: Design Changes

1 time limit

Attachments

Document	Name	Description	Submission Date
PINS_8005.26___8758.75_-_Verde_Time_Extension_Letter.pdf	PINS 8005.26 & 8758.75 - Verde Time Extension Letter.pdf		11/05/2025 02:34 PM EST
WSP_Cover_Letter_Formal_Extension_of_Time_Recommendation_FINAL_11.5.25.pdf	WSP Cover Letter Formal Extension of Time Recommendation FINAL 11.5.25.pdf		11/05/2025 02:34 PM EST

2 attachments

(Sponsor) Certificate of Recommended Order on Contract

PIN 8005.26 LD036472 **City of Newburgh Purchase Order No.: 38718**

PIN 8758.75 LD036469

Contractor Name: Verde Electric Maintenance Corporation

Change Order No. 02

I, Arlisa McGrath, Re, hereby certify that I am the officially designated Resident Engineer of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in the Change Order No. 02 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by stature, rule or regulation of the New York State Department or Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Arlisa McGrath 11/10/25

Arlisa McGrath, WSP USA Engineering, Resident Engineer Date

Todd Venning, City Manager/CEO City of Newburgh, Sponsor Date

WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel: 914 747 1120
Fax: 914 747 1956

wsp.com

November 05, 2025

City of Newburgh
83 Broadway
Newburgh, NY 11550

Attn. Mr. Chad M. Wade, R.L.A. Assistant City Engineer
City of Newburgh Engineer, Sponsor

Re: *Project: PINS 8005.26 and 8758.75 Broadway Pedestrian and Traffic Signal Improvements*
City of Newburgh, Orange County, New York
Extension of Time

Dear Mr. Wade

WSP recommends acceptance of the Extension of Time request by Verde to extend the completion date from November 25, 2025, to September 3, 2026, based on the reasons as stated herein.

The reasons for the request are related to unanticipated field conditions that necessitated the redesign of Traffic Signal Pole Foundations and Drainage Structures, introduction of ancillary items not accounted for in the pre-design phase of the project, and extended lead times for the traffic signal poles which were identified as having a delivery date that surpassed the existing contract's substantial completion date.

This extension of time is recommended without engineering charges or liquidated damages.

Very truly yours,
WSP USA Inc.

Arlisa.MMcgrath@wsp.com Digitally signed by Arlisa.MMcgrath@wsp.com
DN: cn=Arlisa.MMcgrath@wsp.com
Date: 2025.11.05 14:29:04 -05'00'

Arlisa McGrath, Resident Engineer

cc: Peter S. Mancuso, PE, PTOE, WSP
cc: Scott Geiger, PE Senior Vice President Local Business Leader, NY East, WSP
cc: Chad Wade, R.L.A. Assistant City Engineer, City of Newburgh Engineer, Sponsor
File: Extension of Time

VERDE
ELECTRIC MAINTENANCE CORP

89 Edison Avenue • Mt. Vernon, New York 10550
Phone 914-664-7000 • Facsimile 914-668-7997

October 28, 2025

City of Newburgh
83 Broadway
Newburgh, New York 11550

Attn: Mr. Chad M. Wade, R.L.A. Assistant City Engineer
City of Newburgh Engineer, Sponsor

Re: PINS 8005.26 & 8758.75
Broadway Pedestrian and Traffic Signal Improvements
City of Newburgh
Orange, County, New York

Dear Mr. Wade,

Verde Electric Maintenance Corporation requests a contract time extension for PINS 8005.26 & 8758.75 Broadway Pedestrian and Traffic Signal Improvements with a new contract completion date of September 3, 2026.

This project has had numerous design changes. Unanticipated site conditions were encountered requiring the engineer to redesign traffic signal poles, foundations, and many of the drainage structures and drainage pipe runs. There were also ancillary items of work added to the contract, and a significant change to the nature and scope of the concrete sidewalk work on this project; all unaccounted for during the design phase. There is also an extended lead time for traffic signal poles, which was exacerbated by their redesign. Please find enclosed signed CONR250.

Yours truly,

Anthony Mauriello
Verde Electric Maintenance Corp.

CONR 250
(04/14)

APPLICATION FOR EXTENSION OF COMPLETION DATE

Contract No.: ________ Contract Description: Broadway PTS - Newburgh, NY

Contractor Name: Verde Electric Maintenance Corp

The contract identified above provides for completion of the work by the contract completion date. In accordance with the provisions of Article 4 of said contract, the undersigned Contractor hereby makes application for an extension of the date of completion of said contract to 9/3/2026 .

Pursuant to Article 4 of said contract - "No extension beyond the date of completion fixed by the terms of this contract shall be effective until approved in writing by the State. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, ..."

In consideration for granting an extension of the contract completion date as requested herein, the undersigned Contractor hereby acknowledges and agrees to the following terms and conditions:

1. As set forth in the Standard Specifications; for each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Engineering Charges include all appropriate engineering and inspection expenses incurred by the State, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible.

2. Approval of this Application for Extension of Completion Date, without a charge for engineering and inspection service, shall not obligate the State, in any manner whatsoever, to liability in any claim for damages for delay which may be made against the State in connection with the aforesaid contract, and such approval is granted solely for the purpose of completing the work and expediting contract payments.

It is understood that, if this extension of completion date is approved, the Commissioner of Transportation does not waive or release any claim the Department may have against the Contractor whether it be for actual or liquidated damages for any reason whatsoever.

Work Remaining:
All drainage, traffic signals, curb, sidewalk, and civil work.

Reason for Request:
Unanticipated field conditions that necessitated the redesign of Traffic Signal Pole Foundations and Drainage Structures, introduction of ancillary items not accounted for in the pre-design phase of the project, and extended lead times for the traffic signal poles

By: ____________________ 10/30/2025
Signature Date

Project Manager
Title

Print Form

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Service Management, LLC
30 Century Hill Drive
Suite 200
Latham NY 12110

CONTACT NAME: Julie Kaiser
PHONE (A/C, No, Ext): 518-869-3535
FAX (A/C, No): 518-869-3580
E-MAIL ADDRESS: julie_kaiser@ajg.com

INSURED VERDELE-02
Verde Electric Maintenance Corp.
89 Edison Avenue
Mount Vernon, NY 10550

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C : Berkley Casualty Company	15911
INSURER D : Travelers Indemnity Company	25658
INSURER E : ShelterPoint Life Insurance Company	81434
INSURER F : Charter Oak Fire Insurance Company	25615

COVERAGES CERTIFICATE NUMBER: 810912252 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y	Y	CO3X459385IND25	10/30/2025	10/30/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2-611-B9N5H1-015	10/30/2025	10/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp. / Coll. Ded.	$ 5,000 / $5,000
B C	UMBRELLA LIAB X OCCUR			1000588039241 BCS880013430	10/30/2025 10/30/2025	10/30/2026 10/30/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB4X4902572525H	10/30/2025	10/30/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Disability			DBL296381	4/1/2025	4/1/2026	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Newburgh (Sponsor), Any municipality in which the work is being performed, Any public benefit corporation/ railroad/ or public utility whose property or facilities are affected by the work, Any consultants working for or on the project, Agents or employees of the above listed parties, County of Orange, Central Hudson Gas &Electric, Verizon; WSP, USA; The New York State Department of Transportation are included as Additional Insured as respects General Liability policy as required by written contract and only with respects to operations of the named insured, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies as required by written contract.

CERTIFICATE HOLDER

City of Newburgh
83 Broadway
Newburgh NY 12550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

AGENCY CUSTOMER ID: VERDELE-02

NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

ACORD®

DATE (MM/DD/YYYY): 10/29/2025

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)	
Arthur J. Gallagher Risk Service Management, LLC		Verde Electric Maintenance Corp.	
POLICY NUMBER	**EFFECTIVE DATE**	**CARRIER**	**NAIC CODE**
CO3X459385IND25	10/30/2025	Travelers Indemnity Company	25658

ADDENDUM INFORMATION CERTIFICATE NUMBER:810912252 REVISION NUMBER:

A. Insurer

- [ ] Admitted / authorized
- [X] Excess line or free trade zone

B. General Liability (GL) policy form

- [X] ISO / ISO modified
- [ ] Other

C. Specific operations excluded or restricted (GL policy)

- [ ] Location: ______
- [ ] Type of construction: ______
- [ ] Building height: ______
- [ ] Classifications [see attached declarations / endorsement]
- [ ] Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

[X] CG 20 10 [ ] CG 20 26 [ ] CG 20 32 [ ] CG 20 33 [X] CG 20 37 [ ] CG 20 38

[ ] Other: #: ______ Title: ______

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

[X] Yes [ ] No and [ ] no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

[X] Yes [ ] No and [ ] no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

[ ] Yes and [ ] no other option is available with this insurer [X] No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

[ ] Yes, by specific policy provision [X] Yes, by endorsement [ ] No and [ ] no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

10/29/2025
DATE (MM/DD/YYYY)

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

NEW YORK STATE | Workers' Compensation Board

1a. Legal Name & Address of Insured (use street address only) Verde Electric Maintenance Corp. 89 Edison Avenue Mount Vernon, NY 10550 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 134009669
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh 83 Broadway Newburgh, NY 12550	3a. Name of Insurance Carrier Charter Oak Fire Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB4X4902572525H 3c. Policy effective period 10/30/2025 to 10/30/2026 3d. The Proprietor, Partners or Executive Officers are [Y] included. (Only check box if all partners/officers included) [N] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under <u>Item 3A</u> on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Arthur J. Gallagher Risk Service Management, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: ________ 10/29/2025
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-3535

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are <u>NOT</u> authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

New York State Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
Verde Electric Maintenance Corp.
89 Edison Avenue
Mount Vernon, NY 10550

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
134009669

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
City of Newburgh
83 Broadway
Newburgh, NY 12550

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL296381

3c. Policy effective period
04/01/2025 to 04/01/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/29/2025 By [signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 518-869-3535 Name and Title

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)

DB-120.1 (10-17)

RESOLUTION NO.: _____________ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH CLARK PATTERSON LEE FOR PROFESSIONAL CONSTRUCTION ADMINISTRATION ENGINEERING SERVICES FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT IN THE AMOUNT OF $12,700.00

WHEREAS, by Resolution No. 250-2022, the City Council approved a contract with Clark Patterson Lee in the amount of $804,000.00 for professional design and bid preparation and management services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the "Project"); and

WHEREAS, by Resolution No. 110-2023 of June 12, 2023, the City Council approved a contract with Clark Patterson Lee in the amount of $32,000.00 for professional construction administration engineering services for the demolition phase of the Project; and

WHEREAS, by Resolution No. 210-2024 of October 15, 2024, the City Council approved a contract amendment with Clark Patterson Lee in the amount of $15,000.00 for professional engineering design services to replace the existing arch with a new arch; and

WHEREAS, by Resolution No. 2-2025 of January 13, 2025, the City Council approved a contract with Clark Patterson Lee in the amount of $80,000.00 for professional construction administration engineering services for the general construction phase of the Project; and

WHEREAS, Clark Patterson Lee has submitted a letter proposal for the cost of the additional construction administration services in the amount of $12,700.00 with funding to be derived from an allocation of funding received under the American Rescue Plan Act of 2021, a City bond authorization, and a NY SWIMS grant; and

WHEREAS, this Council determines that accepting the proposal and executing a contract amendment with Clark Patterson Lee in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction administration engineering services supplemental agreement with Clark Patterson Lee in the Delano-Hitch Recreation Park Aquatic Center Improvements Project in the amount of $12,700.00.

November 6, 2025

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Delano-Hitch Recreation Park Aquatic Center Improvements CA Additional Extended Services

Dear Mr. Morris:

CPL has been collaborating with the city on the Delano-Hitch Recreation Park Aquatic Center Demolition and Construction projects. We have successfully completed the design and construction administration (CA) for the demolition phase, as well as the design and construction administration (CA) for the improvements package. On 5/14, the project was switched from bi-weekly meetings to weekly meetings, and the project duration was extended past May (substantial completion) until the last week in July. Our contract only had us scheduled to meet bi-weekly until the end of May. This has resulted in CPL incurring additional hours required for construction administration that are above what we outlined in our proposal. This amendment is to capture our efforts beyond our contracted obligations.

THE APPROACH:

SCOPE OF WORK:

Our scope of work will include one general phase which will capture efforts that went beyond our contract. This phase is the Construction Administration Phase – Improvements Additional Extended. Below is an itemized list of work completed during this phase.

CONSTRUCTION ADMINISTRATION PHASE ADDITIONAL EXTENDED:

- CPL provided Construction Administration for the duration of the improvements project.
- Project duration was extended from May to end of July 2025, which CPL attended weekly (2 hour) on-site progress meetings.
- Reviewed all submittals and shop drawings for conformance with the contract documents; reviewed, verified and approved contractor submittals; maintained records of accepted and rejected submittals.
- Responded to contractor requests-for-information (RFIs).
- Reviewed any potential change order requests and made recommendations to the

City.

- Reviewed, verified and approved requests for payment from the contractors, check progress against milestones.
- Any additional Construction Administration related tasks to close out project.

FEE FOR CONSTRUCTION ADMINISTRATION PHASE ADDITIONAL EXTENDED SERVICES

Our fee for Construction Administration Phase Extended shall be hourly, not to exceed (based on the provided rate table below) plus reimbursable expenses based on our understanding of the project. Based on the above, a break down in fees and assumed distribution of compensation is as follows:

Construction Administration Phase Additional Extended – Hourly, Not to Exceed $ 12,700.00

Standard Billing Rates by Role	
Role	Billing Rate
Architectural Designer II	$115.00
BS Engineer I	$150.00
BSE Designer I	$125.00
BSE Project Manager I	$170.00
Construction Administrative Assistant	$110.00
Interior Designer III	$110.00
Principal Electrical Engineer	$250.00
Principal Engineer	$225.00
Principal Mechanical Engineer	$215.00
Principal Plumbing Engineer	$215.00
Principal Structural Engineer	$215.00
Senior Architectural Designer	$140.00
Senior Architectural Project Manager	$215.00
Senior BS Engineer/Specialist Role	$200.00
Senior BSE Designer	$150.00
Senior Engineering Project Manager	$215.00
Senior Interior Designer	$130.00
Vice President	$365.00

Not included in this proposal:

- Construction Management. CPL is not responsible for having any overall oversight of the project.

- CPL will not have any ownership of creating or maintaining the construction schedule.
- CPL is not responsible for any contractor means and methods to construct a final product.
- Any Owner directed design change. This will be handled as an hourly charge per rate table listed above.
- *Reimbursable expenses.

*Schedule of Reimbursable Expenses: *Article 11.8 Compensation For Reimbursable Expenses* of AIA Document B101 is very specific on what is considered a reimbursable expense. These include, but may not be limited to, reproductions, transportation, etc.

Very truly yours,

Timothy J. Moot, PG
Vice President

OWNER *(Signature)*	**ARCHITECT/ENGINEER** *(Signature)*
	Timothy J. Moot, PG – Vice President
(Printed name and title)	*(Printed name and title)*

RESOLUTION NO.: ______ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONTRACT WITH ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE DELANO-HITCH RECREATION PARK AQUATIC CENTER IMPROVEMENTS PROJECT REDUCING THE COST BY $490,034.22

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the "Project"); and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering construction management and inspection services related to the Project and by Resolution No. 248-2023 of December 11, 2023, approved a contract at a cost of $1,287,360.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a contract amendment for a credit to the City in the amount of $490,034.22 for unused professional services for the Project; and

WHEREAS, the City Council has reviewed the annexed contract amendment and has determined that approving the contract amendment to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute contract amendment no. 1 to the professional engineering construction management and inspection services with Arcadis of New York, Inc. for a credit in the amount of $490,034.22 related to the Delano-Hitch Recreation Park Aquatic Center Improvements Project.

AMENDMENT No. _1__

An **Agreement** was executed on November _____, 2025 between the City of Newburgh, having its principal place of business at 83 Broadway, Newburgh NY 12550, and Arcadis of New York, Inc. [**Arcadis**], having its principal place of business at One Lincoln Center, 110 West Fayette Street, Suite 300, Syracuse, NY 13202.

Under the Agreement, Arcadis provides certain professional engineering services related to the construction of above named project at 401 Washington Street, Newburgh, NY.

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

1. Provide additional services as directed by the Commissioner of Public Works and provide a credit for unused professional services associated with the project in accordance with the below cost schedule:

Task	Total Contract Value	Total To Date (As of 10/31/2025 Invoice)	Amount Remaining (As of October 2025 Invoice)	Anticipated Future Cost (Nov. / Dec. 2025)	Forecast Future Remaining Amount (As of 12/31/2025)	Credit Amount
1	$49,280.00	$29,704.50	$19,575.50	$1,000.00	$18,575.50	($18,575.50)
2	$517,920.00	$236,712.28	$281,207.72	$0.00	$281,207.72	($281,207.72)
3	$421,440.00	$394,404.42	$27,035.58	$10,000.00	$17,035.58	($17,035.58)
4	$58,400.00	$39,545.00	$18,855.00	$0.00	$18,855.00	($18,855.00)
5	$120,320.00	$0.00	$120,320.00	$0.00	$120,320.00	($120,320.00)
6	$70,000.00	$53,772.26	$16,227.74	$0.00	$16,227.74	($16,227.74)
7	$50,000.00	$32,187.32	$17,812.68	$0.00	$17,812.68	($17,812.68)
Subtotal	**$1,287,360.00**	**$786,325.78**	**$501,034.22**	**$11,000.00**	**$490,034.22**	**($490,034.22)**

2. Amendment No. 2 will be issued to credit any remaining contract amounts after December 31, 2025.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

AMENDMENT No. _1__

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date: November ____, 2025.

Client	**Arcadis of New York Inc.**
By ____________________________________	By ____________________________________
Title ____________________________________	Title Sr. Vice President

RESOLUTION NO.: ___________ -2025

OF

NOVEMBER 24, 2025

A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT PERCENTAGES, CURRENT BASE PROPORTIONS AND ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF THE STATE OF NEW YORK

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

RP-6701 NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 08/06/25

16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2025 ASSESSMENT ROLL

Approved Assessing Unit: City of Newburgh, 331100
Name of Portion: City of Newburgh, 331100

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 1991 Taxable Assessed Value	(B) 1991 Class Equalization Rate	(C) Estimated Market Value **A/(B/100)**	(D) Base Percentages **(C/sum of C)**
Homestead	179,193,709	41.24	434,514,328	64.7177
Nonhomestead	111,241,235	46.96	236,885,083	35.2823
Total	290,434,944		671,399,411	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(E) Prior Year Taxable Assessed Value (Inc. Spec. Fran.)	(F) Prior Year Class Equalization Rate	(G) Estimated Market Value **E/(F/100)**	(H) Current Percentages **(G/sum of G)**
Homestead	1,296,862,069	100	1,296,862,069	65.13365
Nonhomestead	694,216,290	100	694,216,290	34.86635
Total	1,991,078,359		1,991,078,359	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(I) Local Base Proportion for the 1992 Assessment Roll	(J) Updated Local Base Proportion **I*(H/D)**	(K) Prospective Current Base Proportion Part (J) Prorated to 100.00 **(J/sum of J)**	(L) Adusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion **((K/L)-1*100)**	(N) Maximum Current Base Proportion **(L*1.05)**	(O) Current ase Proportior
Homestead	57.00000	57.36634	57.44710	56.3040	2.03		57.44710
Nonhomestead	43.00000	42.49307	42.55290	43.6960	-2.62		42.55290
Total	100.00000	99.85941	100.00000	100.00000			100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on ____________ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

____
signature

____
title

____
date

RP-6703 NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 08/06/25
16 SHERIDAN AVENUE, ALBANY, NY 12210-2714

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE 2025 ASSESSMENT ROLL

Approved Assessing Unit: City of Newburgh, 331100
Name of Portion: City of Newburgh, 331100
Reference Rol: 2024
Levy Roll: 2025

Section I

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANT EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Class	(A) Total Assessed Value on the Reference Roll Excluding roll section 5	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)	
Homestead	1,349,648,320	10,944,300	2,284,300	8,660,000	1,347,364,020	
Nonhomestea	613,819,703	5,347,500	670,700	4,676,800	613,149,003	

Class		(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (H/E)+1	
Homestead		86,232,080	4,803,700	81,428,380	1.06044	0.9336
Nonhomestead		24,511,465	6,244,076	18,267,389	1.02979	1.0005

Section II

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Class	(J) Taxable Assessed Value on the Levy Roll Excluding roll section5	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor (M/N)	
Homestead	1,377,443,882	1,298,941,908	0	1,298,941,908	1,296,862,069	1.00160	0.9491
Nonhomestea	618,804,170	600,901,663	108,638,290	709,539,953	694,216,290	1.02207	0.9988

Section III

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions (Q/sum of Q)
Homestead	57.44710	57.53923	56.95182
Nonhomestea	42.55290	43.49218	43.04818
Total	100.00000	101.03141	100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on __________ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

____
signature

____
title

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh 2025

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class (Part I of form RP-6701)		65.13365
Adjusted Base Proportion for Homestead Class (column R of form RP-6703)	-	56.95182
Difference		8.18183

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

Select a Percentage	Amount to be added to Homestead ABP		POSSIBLE TAX SHARES WHICH MAY BE ADOPTED Homestead	NonHomestead
			56.95182	43.04818
10%	0.81818		57.77000	42.23000
20%	1.63637		58.58819	41.41181
25%	2.04546		58.99728	41.00272
30%	2.45455		59.40637	40.59363
40%	3.27273		60.22455	39.77545
50%	4.09092		61.04274	38.95726
60%	4.90910		61.86092	38.13908
70%	5.72728		62.67910	37.32090
75%	6.13637		63.08820	36.91180
80%	6.54547		63.49729	36.50271
90%	7.36365		64.31547	35.68453
100%	8.18183		65.13365	34.86635

8/6/2025

RESOLUTION NO.: __________ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR 2026

WHEREAS, the City Manager, on October 14, 2025, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2026 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2026; and

WHEREAS, such detailed estimates have been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 10, 2025 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2026 as appears in the annexed "City Council Adopted Fiscal Year 2026 Budget" on November 24, 2025; and

BE IT FURTHER RESOLVED, that the sum of $24,469,577 be levied and raised on account of City taxes for the year 2026 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being $1,376,258,282 for Homestead Properties and $726,760,902 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of $24,469,577 to be extended and apportioned and adjusted on said assessment roll at $10.125911 for Homestead Properties and $14.494048 for Non-Homestead Properties on every $1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2025 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2026, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2026, and collect up to and including the 5th day of February 2026, without fees, and to add 5% from the 6th day of February 2026, up to and including the 1st day of April 2026.

The second installment commencing on the 1st day of March 2026, and collect up to and including the 6th day of April 2026, without fees, and to add 5% from the 7th day of April 2025, up to and including the 30th day of May 2026.

The third installment commencing on the 1st day of May 2026, and collect up to and including the 5th day of June 2026, without fees, and to add 5% from the 6th day of June 2026, up to and including the 30th day of July, 2026.

The fourth installment commencing on the 1st day of July 2026, and collect up to and including the 5th day of August 2026, without fees, and to add 5% from the 6th day of August 2026, up to and including the 30th day of September, 2026.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the TD Bank, Key Bank of NY, NA, New York Cooperative Liquid Assets Securities System (NYCLASS) by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: __________-2025

OF

NOVEMBER 24, 2025

A RESOLUTION AMENDING AND RESTATING THE SALARY AND BENEFIT PLAN FOR NON-BARGANING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 124-2022, Resolution No. 241-2023 and Resolution No. 272-2024, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's
certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and fourth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild, and also will include a grandparent, parent or a person who stood *in loco parentis*, to the employee whether the employee was a child. *In loco parentis*, as the term is used in the Family and Medical Leave Act, means a relationship in which a person, who may or may not have had a legal or biological relationship to the employee, assumed or discharged the obligations of a parent to the employee when the employee was a child. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	**1-Jan-22**	**1-Jan-23**	**1-Jan-24**	**1-Jan-25**	**1-Jan-26**
5 years of employment	1,825	1,825	**2,275**	**2,425**	**2,575**
10 years of employment	2,475	2,475	**2,925**	**3,075**	**3,225**
15 years of employment	2,825	2,825	**3,275**	**3,425**	**3,575**
18 years of employment	3,175	3,175	**3,625**	**3,775**	**3,925**
20 years of employment	3,300	3,300	**3,750**	**3,900**	**4,050**

Effective January 1, 2024, longevity payment is eliminated for employees holding titles in grades 7-9.

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective the first day of the first payroll period following January 1st of each year (2023, 2024, 2025, 2026), the salary rates and steps of each position shall be paid in accordance with schedule B attached. All employees covered by this Resolution will receive retroactive payments for the full year of 2023.

Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

(a) the following are to be classed as Department Heads under this resolution:

City Manager, Deputy City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Director of Information Technology, City Engineer and Civil Service Administrator.

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff, Administrative Assistant to the City Manager and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

Grade 1 N/A **Grade 2** N/A **Grade 3** Business Services Coordinator Deputy City Clerk Junior Accountant Grants Coordinator Secretary to the Corporation Counsel Secretary to the Director of Planning and Development Secretary to the Engineer Secretary to the Fire Chief Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Water Superintendent **Grade 4** Accountant Deputy City Clerk/Registrar **Grade 5** Administrative Assistant to City Manager Crime Analyst Grants Administrator	**Grade 6** City Assessor City Clerk/Registrar City Collector Civil Service Administrator Code Compliance Supervisor Director of Information Technology Human Resources Director Recreation Director **Grade 7** Assistant City Comptroller Assistant Corporation Counsel Chief of Staff Deputy Fire Chief Deputy Police Chief Deputy Superintendent of Public Works Deputy Superintendent of Water **Grade 8** City Engineer Director of Planning and Development Fire Chief Police Chief Superintendent of Public Works Superintendent of Water **Grade 9** City Comptroller Commissioner of Public Works Corporation Counsel Police Commissioner **Grade 10** Deputy City Manager City Manager**

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

SCHEDULE B

City of Newburgh
Non-Bargaining Salary
Schedule FY2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$ 101,068	$ 102,604	$ 104,113	$ 105,679	$ 107,217
7B	$ 104,362	$ 105,978	$ 107,593	$ 109,206	$ 109,821	$ 110,437
8	$ 113,165	$ 114,918	$ 116,672	$ 118,427	$ 122,130	$ 125,834
9	$ 124,498	$ 126,325	$ 128,154	$ 129,982	$ 131,811	$ 132,114

City of Newburgh
Non-Bargaining Salary
Schedule FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$ 100,862
7	$ 101,519	$ 103,090	$ 104,656	$ 106,195	$ 107,793	$ 109,361
8	$ 115,428	$ 117,217	$ 119,006	$ 120,795	$ 124,573	$ 128,350
9	$ 126,988	$ 128,852	$ 130,717	$ 132,582	$ 134,447	$ 134,756

*Effective on the first day of the first payroll period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary
Schedule FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$ 102,879
7	$ 122,248	$ 124,692	$ 127,186	$ 129,730	$ 132,325	$ 136,000
8	$ 148,388	$ 150,687	$ 152,987	$ 155,287	$ 160,144	$ 165,000
9	$ 163,388	$ 166,656	$ 169,989	$ 173,389	$ 176,857	$ 180,000

*Effective on the first day of the first payroll period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary
Schedule FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
4	$ 75,547	$ 77,582	$ 79,437	$ 81,382	$ 83,661	$ 86,094
5	$ 85,241	$ 88,525	$ 91,807	$ 94,968	$ 98,251	$ 100,758
6	$ 93,995	$ 95,911	$ 97,886	$ 99,802	$ 101,897	$ 104,937
7	$ 124,692	$ 127,186	$ 129,730	$ 132,325	$ 134,971	$ 138,720
8	$ 150,614	$ 152,947	$ 155,282	$ 157,617	$ 162,546	$ 167,475
9	$ 165,839	$ 169,156	$ 172,539	$ 175,990	$ 179,509	$ 182,700

*Effective on the first day of the first payroll period following 1/1/2025
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

City of Newburgh
Non-Bargaining Salary
Schedule FY2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,878	$ 44,157	$ 47,436	$ 51,609	$ 54,293	$ 57,571
2	$ 52,802	$ 56,021	$ 59,062	$ 62,245	$ 65,531	$ 68,904
3	$ 65,495	$ 67,885	$ 69,215	$ 71,446	$ 73,554	$ 76,654
4	$ 77,058	$ 79,134	$ 81,026	$ 83,010	$ 85,335	$ 87,816
5	$ 86,946	$ 90,296	$ 93,643	$ 96,868	$ 100,216	$ 102,773
6	$ 95,875	$ 97,829	$ 99,844	$ 101,798	$ 103,935	$ 107,036
7	$ 127,186	$ 129,730	$ 132,325	$ 134,971	$ 137,671	$ 141,494
8	$ 152,873	$ 155,241	$ 157,611	$ 159,981	$ 164,984	$ 169,987
9	$ 168,327	$ 171,693	$ 175,127	$ 178,629	$ 182,202	$ 185,441
10	$ 176,743	$ 179,394	$ 182,084	$ 184,814	$ 187,586	$ 190,399

*Effective on the first day of the first payroll period following 1/1/2026
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-10: 1.5%

RESOLUTION NO. ________ – 2025

OF

NOVEMBER ___, 2025

A RESOLUTION AMENDING AND RESTATING
THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 124-2022, Resolution No. 241-2023 and Resolution No. 272-2024, establishing a salary and benefit plan for non-bargaining unit employees, is hereby amended and restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Effective January 1, 2024, Holiday Pay is eliminated.

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days

9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day During the
second, third and fourth year of employment	2 days During the
fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild, and also will include a grandparent, parent or a person who stood *in loco parentis*, to the employee whether the employee was a child. *In loco parentis*, as the term is used in the Family and Medical Leave Act, means a relationship in which a person, who may or may not have had a legal or biological relationship to the employee, assumed or discharged the obligations of a parent to the employee when the employee was a child. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the life of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the life of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

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The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

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18 years of employment	3,175	3,175	**3,625**	**3,775**	**3,925**
20 years of employment	3,300	3,300	**3,750**	**3,900**	**4,050**

Effective January 1, 2024, longevity payment is eliminated for employees holding titles in grades 7-9.

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

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Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

(a) the following are to be classed as Department Heads under this resolution:

City Manager, Deputy City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Director of Information Technology, City Engineer and Civil Service Administrator.

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff, Administrative Assistant to the City Manager, Administrative Assistant to the City Manager and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, ~~Administrative Assistant to the City Manager~~, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

Grade 1
N/A

Grade 2
N/A

Grade 3
~~Administrative Assistant to City Manager~~
Business Services Coordinator
Deputy City Clerk
Junior Accountant
Grants Coordinator
Secretary to the Corporation Counsel
Secretary to the Director of Planning and Development
Secretary to the Engineer
Secretary to the Fire Chief
Secretary to the Police Chief
Secretary to the Superintendent of Public Works
Secretary to the Water Superintendent

Grade 4
Accountant
Deputy City Clerk/Registrar
~~Grants Administrator~~

Grade 5
Administrative Assistant to City Manager
Crime Analyst
Grants Administrator
~~City Assessor~~
~~City Clerk/Registrar~~
~~City Collector~~
~~Civil Service Administrator~~
~~Crime Analyst~~
~~Human Resources Director~~
~~Director of Information Technology~~

Grade 6
City Assessor
City Clerk/Registrar
City Collector
Civil Service Administrator
Code Compliance Supervisor
Director of Information Technology
Human Resources Director
Recreation Director

Grade 7
Assistant City Comptroller
Assistant Corporation Counsel
Chief of Staff
Deputy Fire Chief
Deputy Police Chief
Deputy Superintendent of Public Works
Deputy Superintendent of Water

Grade 8
City Engineer
Director of Planning and Development
Fire Chief
Police Chief
Superintendent of Public Works
Superintendent of Water

Grade 9
City Comptroller
Commissioner of Public Works
Corporation Counsel
Police Commissioner

Grade 10
Deputy City Manager

City Manager**

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

SCHEDULE B

City of Newburgh
Non-Bargaining Salary Schedule
FY2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$101,068	$102,604	$104,113	$105,679	$107,217
7B	$104,362	$105,978	$107,593	$109,206	$109,821	$110,437
8	$113,165	$114,918	$116,672	$118,427	$122,130	$125,834
9	$124,498	$126,325	$128,154	$129,982	$131,811	$132,114

City of Newburgh
Non-Bargaining Salary Schedule
FY2023

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 38,521	$ 41,610	$ 44,700	$ 48,633	$ 51,161	$ 54,250
2	$ 49,756	$ 52,790	$ 55,655	$ 58,655	$ 61,752	$ 64,930
3	$ 61,717	$ 63,970	$ 65,223	$ 67,325	$ 69,311	$ 72,233
4	$ 72,614	$ 74,570	$ 76,353	$ 78,222	$ 80,413	$ 82,751
5	$ 81,931	$ 85,088	$ 88,242	$ 91,280	$ 94,436	$ 96,845
6	$ 90,345	$ 92,186	$ 94,085	$ 95,926	$ 97,941	$100,862
7	$101,519	$103,090	$104,656	$106,195	$107,793	$109,361
8	$115,428	$117,217	$119,006	$120,795	$124,573	$128,350
9	$126,988	$128,852	$130,717	$132,582	$134,447	$134,756

*Effective on the first day of the first payroll period following 1/1/2023
*NBU members to receive retro for 2023

City of Newburgh
Non-Bargaining Salary Schedule
FY2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 39,291	$ 42,442	$ 45,594	$ 49,605	$ 52,184	$ 55,335
2	$ 50,751	$ 53,846	$ 56,769	$ 59,828	$ 62,987	$ 66,228
3	$ 62,951	$ 65,249	$ 66,527	$ 68,672	$ 70,698	$ 73,678
4	$ 74,066	$ 76,061	$ 77,880	$ 79,786	$ 82,021	$ 84,406
5	$ 83,570	$ 86,790	$ 90,007	$ 93,106	$ 96,324	$ 98,782
6	$ 92,152	$ 94,030	$ 95,967	$ 97,845	$ 99,899	$102,879
7	$122,248	$124,692	$127,186	$129,730	$132,325	$136,000
8	$148,388	$150,687	$152,987	$155,287	$160,144	$165,000
9	$163,388	$166,656	$169,989	$173,389	$176,857	$180,000

*Effective on the first day of the first payroll period following 1/1/2024
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024

City of Newburgh
Non-Bargaining Salary Schedule
FY2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,077	$ 43,291	$ 46,506	$ 50,597	$ 53,228	$ 56,442
2	$ 51,766	$ 54,923	$ 57,904	$ 61,024	$ 64,246	$ 67,553
3	$ 64,210	$ 66,554	$ 67,858	$ 70,045	$ 72,112	$ 75,151
4	$ 75,547	$ 77,582	$ 79,437	$ 81,382	$ 83,661	$ 86,094
5	$ 85,241	$ 88,525	$ 91,807	$ 94,968	$ 98,251	$100,758
6	$ 93,995	$ 95,911	$ 97,886	$ 99,802	$101,897	$104,937
7	$124,692	$127,186	$129,730	$132,325	$134,971	$138,720
8	$150,614	$152,947	$155,282	$157,617	$162,546	$167,475
9	$165,839	$169,156	$172,539	$175,990	$179,509	$182,700

*Effective on the first day of the first payroll period following 1/1/2025
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-9: 1.5%

City of Newburgh
Non-Bargaining Salary Schedule
FY2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 40,878	$ 44,157	$ 47,436	$ 51,609	$ 54,293	$ 57,571
2	$ 52,802	$ 56,021	$ 59,062	$ 62,245	$ 65,531	$ 68,904
3	$ 65,495	$ 67,885	$ 69,215	$ 71,446	$ 73,554	$ 76,654
4	$ 77,058	$ 79,134	$ 81,026	$ 83,010	$ 85,335	$ 87,816
5	$ 86,946	$ 90,296	$ 93,643	$ 96,868	$100,216	$102,773
6	$ 95,875	$ 97,829	$ 99,844	$101,798	$103,935	$107,036
7	$127,186	$129,730	$132,325	$134,971	$137,671	$141,494
8	$152,873	$155,241	$157,611	$159,981	$164,984	$169,987
9	$168,327	$171,693	$175,127	$178,629	$182,202	$185,441
10	$ 176,743	$179,394	$182,084	$184,814	$187,586	$190,399

*Effective on the first day of the first payroll period following 1/1/2026
*NBU members 7, 8 & 9 No holiday pay or longevity effective 2024
* Grades 1-7: 2%, Grades 8-10 ~~9~~: 1.5%

RESOLUTION NO.: __________ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER LEASE AGREEMENT AND NEW YORK STATE RIDER WITH RICOH USA, INC. FOR A COLOR COPIER FOR CITY HALL AT A COST OF $353.40 PER MONTH FOR A PERIOD OF 48 MONTHS

WHEREAS, City Hall is replacing an older copier for general staff use with a color copier to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, the Master Lease Agreement and New York State Rider provide a monthly cost of the copier and related equipment of $353.40 for a period of 48 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Master Lease Agreement and Rider is attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Master Lease Agreement and New York State Rider with Ricoh USA, Inc. in substantially the same form as annexed hereto for a color copier and related services for City Hall according to the terms therein stated at the cost of $353.40 per month for 48 months.

Second Floor Ricoh Color Printer

This was requested by the city manager to be placed in the city hall second floor print room for use by everyone.

48 months contract

Monthly lease $353.40

Additional 0.05 cent per copy. So monthly total will depend on usage.

Budget line A.1670.0400

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

THIS ADDENDUM (this "Addendum"), dated as of the 23 day of October, 2025, is to that certain Master Lease Agreement no.________________(the Agreement"), dated as of the _______ day of ________________, ______, between Ricoh USA, Inc. ("we" or "us") and Newburgh, City of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The first and second sentences of Section 16 of the Agreement shall be amended and restated to read as follows:

   "YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. YOU ALSO CONSENT TO THE VENUE AND JURISDICTION OF ANY COURT LOCATED IN THE STATE OF NEW YORK TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT."

2. Section 16 of the Agreement shall be further amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."

3. Section 18(b) of the Agreement shall be amended and restated to read as follows:

   "(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall have the right to return all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement."

4. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER	**Ricoh USA, Inc.**
X ____________________	____________________
Authorized Signature Date	*Authorized Signature* Date
____________________	____________________
Print Authorized Signer Name Title	Print Authorized Signer Name Title

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Sourcewell Master Lease Agreement

Number: ______________________

CUSTOMER INFORMATION

Full Legal Name NEWBURGH, CITY OF				
Address 83 BROADWAY FL 2				
City NEWBURGH	State NY	Zip 12550-5617	Contact Camile Mohammed	Telephone Number 845-569-7326
Federal Tax ID Number 14-6002329 *(Do Not Insert Social Security Number)*	E-mail Address cmohammed@cityofnewburgh-ny.gov			

This Sourcewell Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

1. Agreement. This Lease Agreement is executed pursuant to the contract by and between Ricoh and Sourcewell, a State of Minnesota local government agency and service cooperative, having an agreement number 112124-RCH and effective from January 15, 2025 to December 31, 2028 ("Contract Period"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." You agree that the Product will be used solely for lawful business purposes and not for personal, family or household purposes.

2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.

3. Term; Payments.

   (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay $25.00 for each check returned for insufficient funds or for any other reason.

   (b) In the event that you terminate the Maintenance Agreement (as hereunder defined) between you and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist you in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under the Maintenance Agreement.

   (c) A Schedule may be terminated in whole or in part by you in accordance with this Section 3(c) whenever you determine that such a termination is in your best interest. Any such termination shall be affected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, you agree to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. We shall supply you with the actual number of Payments remaining and the total amount due, and you shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

   (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for your best interest as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. If a Servicer fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in

compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to you at any reasonable time during normal working hours.

5. Taxes and Fees. To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay and indemnify us for all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.

8. Liability and Insurance. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any

such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. <u>Ownership of Product; Assignment</u>. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. <u>Renewal; Return of Product</u>. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. <u>Miscellaneous</u>. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. If any part of this Lease Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Lease Agreement shall be modified to the minimum extent as permitted by law. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply and/or correct any missing or incorrect "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers, dates, and/or any other identifying information in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement. Either party may change its address by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities, including your obligations to pay or reimburse us for any taxes or any other amounts due, will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You hereby represent, warrant, and covenant that you are and shall remain in compliance with all laws, rules, regulations, and orders applicable to you, including U.S. economic and trade sanctions and anti-corruption, anti-bribery, anti-money laundering, and anti-terrorism laws.

16. <u>Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code</u>. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. <u>Counterparts</u>. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by electronic transmission, the electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the electronic transmission of a Schedule containing your electronically transmitted signature, which is manually or electronically

signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: **X** ______________________	By: ______________________
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: ______________________	Printed Name: ______________________
Title: ______________ Date: ________	Title: ______________ Date: ________

RICOH

ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSA33700593
Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: NEWBURGH, CITY OF		
Address Line 1: 83 BROADWAY FL 2		**Contact:** Camile Mohammed
Address Line 2:		**Phone:** (845)845-5697
City: NEWBURGH		**E-mail:** CMohammed@cityofnewburgh-ny.gov
ST/Zip: NY / 12550-5617	**County:** ORANGE	**Fax:**

	PO Included PO#
Yes	Sales Tax Exempt (Attach Valid Exemption Certificate)
	Syndication
	PS Service (Subject to and governed by additional Terms and Conditions)
	IT Service (Subject to and governed by additional Terms and Conditions)

	TS PO# (if applicable) _
Yes	Add to Existing Service Contract # 5600841
Yes	Add to Existing
	Annual Escalation (after initial Fixed term) 7%

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: NEWBURGH, CITY OF		
Address Line 1: 83 BROADWAY FL 2		**Contact:** Camile Mohammed
Address Line 2:		**Phone:** (845)845-5697
City: NEWBURGH		**E-mail:** CMohammed@cityofnewburgh-ny.gov
ST/Zip: NY /12550-5617	**County:** ORANGE	**Fax:**

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
48	MONTHLY	QUARTERLY	GOLD

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance *QUARTERLY*	B/W Ovg	Color Allowance *QUARTERLY*	Color Ovg	Service Base *MONTHLY*	Ship To / Equipment Address Contact Info
RICOH IMC7010 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	.005	0	.05	$0.00	83 BROADWAY NEWBURGH NY 12550-5617 US Camile Mohammed (845)845-5697 CMohammed@cityofnewburgh-ny.gov

RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	QTY
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
MS CONNECT - TS NETWORK & SCAN	1

ORDER TOTALS

Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper. **Silver:** Includes all supplies. Excludes paper and staples. **Bronze:** Parts and labor only. Excludes paper, staples and supplies.	**BASIC CONNECTIVITY / PS / IT Services :**	
	BuyOut After Promotions:	
Additional Provisions: ***Insert ANY additional provisions here***	**Grand Total: (Excludes Tax)**	

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
By: **X** __________ *Authorized Signer Signature*	By: __________ *Authorized Signer Signature*
Printed Name: __________	Printed Name: __________
Title: __________ Date: ______	Title: __________ Date: ______

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd. Suite 200
Exton,PA 19341

Product Schedule

Product Schedule Number:

Master Lease Agreement Number:MLA34926735

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under theMaster Lease Agreement (together with any amendments, attachments andaddenda thereto, the "Lease Agreement") identified above, between you and __________________________________. All terms and conditions of the LeaseAgreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

NEWBURGH, CITY OF Customer (Bill To)	Camile Mohammed Billing Contact Name
83 BROADWAY Product Location Address	83 BROADWAY FL 2 Billing Address *(if different from location address)*
NEWBURGH (City) · ORANGE (County) · NY (State) · 12550-5617 (Zip)	NEWBURGH (City) · ORANGE (County) · NY (State) · 12550-5617 (Zip)
Billing Contact Telephone Number (845)845-5697 · Billing Contact Facsimile Number	Billing Contact E-Mail Address CMohammed@cityofnewburgh-ny.gov

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IMC7010 CONFIGURABLE PTO MODEL	83 BROADWAY NY NEWBURGH12550-5617 US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
48	$353.40	MONTHLY	☐ 1st Payment ☐ 1st & Last Payment ☐ Other

Sales Tax Exempt: Y (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached:

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date.
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By:X ______________________	By:X ______________________
Authorized Signer Signature	Authorized Signer Signature
Printed Name: ______________________	Printed Name: ______________________
Title: __________ Date: __________	Title: __________ Date: __________

RESOLUTION NO.: __________ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE ORDER WITH THRIVE OPERATIONS, LLC FOR WINDOWS 10 SUPPORT AND RELATED SERVICES WITH A ONE-TIME IMPLEMENTATION COST OF $1,950.00 AND ONE-YEAR LICENSE FEE OF $2,379.00

WHEREAS, by Resolution No. 114-2024 of May 28, 2024, the City Council approved a contract with Thrive Operations, LLC for information technology services to support the migration of the City's information systems to cloud-based technology; and

WHEREAS, the City requires continued technical support for Windows 10 software and the City received a proposal from Thrive Operations, LLC to provide Windows 10 software support with a one-time implementation cost of $1,950.00 and a one-year license fee of $2,379.00 to address the City's technical support needs; and

WHEREAS, funding for the license renewal shall be derived from A.1680.0453; and

WHEREAS, this Council has reviewed the attached service order and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Thrive Operations, LLC to provide Windows 10 support and related services to the City of Newburgh at a one-time implementation cost of $1,950.00 and a one-year license fee of $2,379.00.

<u>Windows 10 Extended Security Updates (ESU)</u>

Windows 10 general support expired on October 14th, 2025. This means normal users will not receive patches for any newly discovered loopholes or weaknesses.

ESU ensures we will continue to receive patches as they are released. Thrive utilizes Microsoft updates and charges the same $61 as Microsoft. It is prudent to purchase this support from Thrive as they also provide our cybersecurity monitoring.

One time installation fee	$1,950.00
One year support	$2,379.00
Total	<u>$4,329.00</u>

Budget line A.1680.0453

Thank you.

Camile W Mohammed

October 6, 2025
Service Order: CON-084877
Q-62748 USD

Prepared For	Ship To	Bill To
City of Newburgh Camile Mohammed 83 Broadway Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 123 Grand Street Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 83 Broadway Newburgh, New York 12550 United States

Service Order

This Service Order (including the appendices, if any, attached hereto, the "Service Order) is made by and between the Client named above and Thrive Operations, LLC, ("Thrive"). This Service Order describes and sets forth terms and conditions under which Thrive will provide Services to Client as described below. Such terms and conditions include the General Terms and Conditions set forth and are more fully described on Thrive's website, [www.thrivenextgen.com/MasterServicesAgreementv5a] (the "Master Services Agreement"), which General Terms and Conditions are hereby incorporated into this Service Order and are an integral part hereof. Client and Thrive acknowledge and agree that the General Terms and Conditions set forth in the Master Services Agreement govern and apply to Thrive's provision of Services and Products as contemplated by this Service Order. **Client acknowledges that Client has reviewed the terms and conditions set forth in this Service Order and the Master Services Agreement and agrees to and accepts the same.**

Capitalized terms used herein and not defined are used with the respective meanings ascribed to such terms in the Master Services Agreement.

Thrive's offer to provide Services as described below in this Service Order expires after 30 days from the date hereof unless it is accepted by Client as evidenced by Client's signing this Service Order as indicated below and returning it to Thrive. Once accepted by Client, this Service Order becomes part of the Agreement and binding on the Parties in accordance with the terms hereof and the Agreement with respect to the Services set forth below.

In consideration of the mutual promises contained herein and in the Master Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thrive agrees to provide to Client, and Client agrees to accept from Thrive, Services as described and on the terms and conditions set forth below:

Services Breakdown

One-Time Services

Windows 10 ESU Implementation

Qty	SKU #	Long Description	Price	Extended Price
1	WESU001	Windows Extended Security Updates Deployment Base Fee	$ 500.00	$ 500.00
39	WESU001A	Windows Extended Security Updates Deployment (per device)	$ 50.00	$ 1,950.00
			TOTAL	**$2,450.00**

One-Time Services

One-Time Discount

Qty	SKU #	Long Description	Price	Extended Price

1	TCD0002	**Sales Managed Services One Time Discount** Discounting this sku above 100%, WESU001	-$ 500.00	-$ 500.00
			TOTAL	**($500.00)**

Project Overview

Adding extended security updates for the 39 Windows 10 devices currently in use.

Project Goals

Extending support for 12 months on Windows 10 devices.

Project Impact

City of Newburgh extending support gives these 39 devices an additional 12 months of support. Provides IT group additional time to determine best course for these devices.

Project Considerations

City of Newburgh has Thrive patching Enterprise for user devices and Kaseya to push patches and updates.

Project Plan

Adding:
DG7GMGF0SSGZ:0004 Windows 10 ESU Year 1 x 39
WESU001 Windows Extended Security Updates Deployment Base
WESU001A Windows Extended Security Updates Deployment (per device) x 39

Product

Windows 10 ESU Licensing

Qty	SKU #	Long Description	Price	Extended Price
39	DG7GMGF0SSGZ:0004	**Windows 10 ESU Year 1 (2025 - 2026)** Windows 10 Extended Security Updates (ESU) include security updates for critical and important issues as defined by Microsoft Security Response Center (MSRC). After October 2025, PCs running Windows 10 will require ESU in order to receive security updates. Windows 10 Cloud Managed ESU are on a per-device basis.	$ 61.00	$ 2,379.00

TOTAL	**$2,379.00**

Services Summary Breakdown

One Time Services

Service Description	Ext Price
Windows 10 ESU Implementation	$ 2,450.00
One-Time Discount	-$ 500.00
One-Time Services Total:	**$ 1,950.00**

Product

Service Description	Ext Price
Windows 10 ESU Licensing	$ 2,379.00
Product Total:	**$ 2,379.00**

Service Order - 30 Days

SCOPE OF SERVICES
Client acknowledges that technology is inherently complicated and that if unforeseen circumstances exist within Client's environment that prevent or delay Services from being installed or delivered, then such prevention or delay will not be considered a breach of this Service Order. Thrive will work with Client to correct such circumstances and may suggest alternative products or additional services to correct the circumstance(s).

BILLING
Other than as noted hereafter, Thrive will invoice Client for one-half (50%) of the price set forth herein for the One-Time Service(s) when Thrive initiates providing such One-Time Service(s) and will invoice the remaining balance upon completion thereof. In the case of those One- Time Service(s) the price for which is less than $2,500, Thrive will invoice Client for the entirety of such price when Thrive initiates providing such One-Time Service(s). For Call-off Services, Thrive will invoice Client for the entirety of the price for such services when Thrive receives the signed Service Order from the Client.

HOURS OF IMPLEMENTATION
If Client prefers that Thrive provide some or all of the Services outside of Thrive's Business Hours to reduce downtime during working hours, off-hours rates will be billed and will result in an increase to the cost estimate.

PRODUCT TERMS & CONDITIONS
Quote expires 30 days after Quoted Date. All invoices will be due upon receipt. Orders greater than $5,000 must be paid in full before the order will be processed. Client is responsible for all Shipping charges which may not be reflected in the original quote. Shipping charges included in the original quote, if any, are only an estimate. Client will be invoiced for the total amount of quote, including any optional items, if any, plus sales tax. Shipping charges will be billed when completed. Client is responsible for confirming the following SHIP TO ADDRESS is correct before approving this Service Order:
City of Newburgh, Camile Mohammed, 123 Grand Street Newburgh, New York 12550 United States

Thrive Operations LLC disclaims any and all warranties and guarantees beyond those provided by the manufacturer. Thrive will process any Return Merchandise Authorization (RMA) that is accepted by the vendor. Restocking fees may apply. If a vendor does not accept the RMA, Thrive cannot process the return.

CLIENT CREDIT STATUS
Client and the authorized representative signing on behalf of Client hereby represent and warrant to Thrive that the authorized representative understands Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is currently paying, and expects to continue to pay, its debts and obligations as they become due.

IN WITNESS WHEREOF, the parties have caused this Service Order to be executed by their duly authorized representatives as of the date hereof.

CLIENT: City of Newburgh		**Thrive Operations LLC**	
By:		By:	
Name:		Name:	
Title		Title:	
Date		Date:	
Customer PO			

Extended Security Updates (ESU) Deployment & Verification for Windows 10

Service Description
The deployment and verification of Extended Security Updates (ESU) licensing to eligible Windows 10 devices allowing licensed devices to continue receiving Microsoft security patches beyond the Window 10 end-of-support date.

Service Definition
The service shall include:

- The silent deployment and verification of ESU licensing to eligible Windows 10 devices

Thrive Scope of Work & Deliverables

- Thrive shall deploy Microsoft ESU licenses to eligible Windows 10 devices with eligibility defined by Microsoft as:
  - Windows 10 version 22H2 or newer
  - Windows 10 Cumulative Update KB5046613 or later is installed
- Thrive shall deploy licensing silently with no displayed prompts or user interactions required
- Thrive shall push licensing script in a single batch to all eligible client Windows 10 devices on a Thrive approved schedule
- Thrive shall troubleshoot and resolve any issues related to Thrive license activation scripts
- Thrive shall provide clients with a report of Windows 10 devices successfully enrolled in Windows ESU

Client Responsibilities

- Client shall provide Windows 10 ESU licensing unless procured through Thrive
- Client shall validate successful license deployment and activation upon review of Thrive provided report
- Client is responsible for installing any Windows 10 Cumulative or Feature Updates required for ESU eligibility unless enrolled in Thrive Workstation Patching services

Service Limitations

- Client must be enrolled in Thrive End User Support or Thrive Workstation Patching services
- All Windows 10 devices must be present and functional within Thrive's RMM platform
- Licensing deployment and verification only supported via Thrive's RMM platform; Other methods such as Group Policy, Intune, SCCM, etc. are NOT supported
- Thrive is not responsible for troubleshooting or resolving any activation errors related to device connectivity or Microsoft Activation service failures

THRIVE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is dated as of ________, 20___ by and between the client listed below on this cover page ("Client") and Thrive Operations, LLC ("Thrive") (Client and Thrive are each referred to as a "Party" and collectively as the "Parties").

CONTENTS OF AGREEMENT. This Master Services Agreement (this "Agreement") is comprised of and includes the terms and conditions set forth in this cover sheet, the General Terms and Conditions set forth below, the terms and conditions of any Service Orders as may hereafter be made part hereof as provided herein and any exhibits, appendixes or addenda to any of the foregoing.

Each Party has caused this Agreement to be executed by its duly authorized representative as of the day and year first written above.

CLIENT: [*CLIENT*]	**THRIVE OPERATIONS, LLC**
By: ______________________	By: ______________________
Name: Todd Venning	Name: ______________________
Title: City Manager / CEO 12/15/23	Title: ______________________

Address for Notices	
[ ] ATTN: Email:	Thrive Operations, LLC 25 Forbes Blvd, Suite 3 Foxborough, MA 02035 ATTN: Contract Operations Email: contract.operations@thrivenetworks.com

THRIVE

GENERAL TERMS AND CONDITIONS

Part of
Master Services Agreement
Between Thrive Operations, LLC and [*INSERT CLIENT NAME*]

Definitions: The following capitalized terms are used with the meaning set forth below:

Products: means products and other goods, including hardware, software and other tangible and intangible items, and other deliverables provided to Client by Thrive as contemplated by this Agreement.

Service(s): means, services (including maintenance, support, security, hosting, procurement, development, integration, administrative and other services), including those to be provided on a one-time basis and those to be provided on a recurring basis.

Service Order: means a "Service Order" signed by the Parties referencing this Agreement and describing the Products and Services to be provided to Client by Thrive and setting forth the price and other terms and conditions on which Thrive is to provide such Products and Services.

"Service Provisioning Date" means for each recurring Service to be provided under a Service Order the date as of which Thrive makes such Service available for use by Client.

"Service Provisioning Completion Date" means for each Service Order the Service Provisioning Date for the last of the recurring Services to be provisioned and made available for use by Client under such Service Order.

1. SERVICES.

(a) General. This Agreement governs Products and Services Thrive or its affiliates may provide or sell to Client. Products and Services will only be delivered to Client pursuant to one or more Service Orders. Once executed by both Parties, a Service Order becomes part of this Agreement, although the terms of a Service Order will govern only the Services described in that Service Order. The terms and conditions set forth in a Service Order will control any discrepancy between that Service Order and these General Terms and Conditions.

(b) Procurement of Products.

(i) All purchases of Products by Client from Thrive under a Service Order will be final at the time the order therefor is placed by Thrive with a third-party supplier. Each purchase of Products from Thrive will be considered an independent and separate transaction from the purchase of Services from Thrive, even if both Products and Services are included in the same Service Order.

(ii) Thrive shall not be liable for any damages, costs, or delays in the provision of Services by Thrive under any Service Order arising in connection with Client's procurement of Products from a party other than Thrive (such procurement by Client referred to as a "Client Third Party Procurement"). Client will reimburse Thrive for the out-of-pocket expenses Thrive incurs and will pay Thrive (at the hourly rates specified in the applicable Service Order, and if no such rates are set forth in such Service Order, then at Thrive's standard hourly rates) for the additional time Thrive devotes to the provision of Services as a result of or arising in connection with any Client Third Party Procurement.

(c) Price Changes. Pricing for Services are subject to change as follows:

(i) Following the first anniversary of a Service Order, Thrive may increase prices for Services under any Service Order on 30 days' notice to Client, provided that such prices may not be increased more than once in any 12 month period and such increases shall not exceed the percentage increase (if any) in the Consumer Price Index for All Urban Consumers (US City Average, All Items, 1982-84=100, not seasonally adjusted) as published by the US

Bureau of Labor Statistics over the then most recent twelve month period for which such data is published. In addition, Thrive may pass on to Client the actual price increases imposed on Thrive by Third-Party Providers (as referenced in Section 4 below) for goods and services included in or among the Products and Services provided to Client pursuant to one or more Service Orders. Thrive will notify Client at least 30 days in advance of any such increases and provide Client supporting documentation of all Third-Party Provider price increases.

(ii) All prices for Services in effect as of the end of the Term of the Service Order providing for such Services will increase by three percent (3%) upon each renewal of the Term of such Service Order in accordance with the terms thereof.

(iii) If Client requests Thrive to provide only U.S.-based support (i.e. U.S. personnel only) in provisioning of Services, Thrive will identify the Client as "U.S. Support Only" in the Client's Service Order(s) and charge a monthly premium for such Services as follows: For Term lengths of less than 24 months, a price increase of 20%; for Term lengths of 24 months or more, but less than 36 months, a price increase of 15%; and for Term lengths of 36 months or longer, a price increase of 10%.

(iv) Client also acknowledges that billing may increase or change upon Client's requests or actions, including, but not limited to Client's submission or requests via the portal on Thrive's website ("Client Portal"), direct requests to Third Party Providers (i.e. Microsoft), or for Service overages, where applicable.

(d) Minimum Hardware, Operating System and Software Standards.

Client agrees to maintain the minimum hardware, operating system and software standards (and licenses therefor) set forth in each Service Order or otherwise necessary to receive the Services, which may include, among other matters, versions of operating systems and hardware, security, data protection and environmental (HVAC, and electrical power) controls and network bandwidth requirements (such minimum standards, as the same may be changed or supplemented by Thrive from time-to-time being referred to as "Minimum Standards"). Unless otherwise contemplated by a Service Order, Thrive has no duty to assure or assess whether or not Client's network meets Minimum Standards and is not responsible for any loss, damages, costs or delays Client incurs or realizes as a result of or in connection with the failure or malfunction of any part of Client's network or systems that do not meet Minimum Standards. Client will reimburse Thrive for the out-of-pocket expenses Thrive incurs and will pay Thrive (at the hourly rates specified in the applicable Service Order, and if no such rates are set forth in such Service Order, then at Thrive's standard hourly rates) for the additional time Thrive devotes to the provision of Services as a result of or arising in connection with Client's network components managed by Thrive not adhering to the Minimum Standards. Client will also adhere to any Acceptable Use Policies that may be in effect from time to time and applicable to all Thrive customers, which will be communicated or made available by Thrive on its website (https://thrivenextgen.com/acceptable-use-policy/), and which will be deemed incorporated by reference herein.

(e) Access to Client Facilities. Client will provide Thrive access to and right to use all Client's facilities, including all hardware and software owned, leased or licensed by Client, to the extent reasonably necessary to enable Thrive to provide Services to Client in accordance with these General Terms and Conditions and any Service Order.

(f) Thrive Equipment. Client will maintain and protect the equipment and other hardware and tangible goods placed by Thrive in the Client's possession or control (and that is not Client's property) in connection with the provision of Services (collectively, "Thrive Hardware") in good working condition, reasonable wear and tear excepted, and will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy such Thrive Hardware (including any software or firmware that is part of, incorporated into or running on the same). Client assumes all risk of compliance with any government regulation relating to the operation of Thrive Hardware, as well as the loss, damage, theft, or destruction thereof, while it is in the Client's possession or control or that of its agents, including any carrier (except any carrier transporting Thrive Hardware from Thrive to Client), and Client will reimburse Thrive for any costs of necessary repair or replacement (including shipping costs). Client will keep Thrive Hardware free of all security interests, liens, and other encumbrances.

2. **TERM.** This Agreement is effective as of the date hereof and, unless earlier terminated as permitted herein, will continue in effect during the Term or continuation of any Service Order (as defined therein) entered in connection herewith and thereafter in accordance with Section 9(e) below.

3. **PAYMENTS.**

(a) **Fees and Charges.** Client agrees to pay Thrive the fees, charges, expenses and other amounts for the Products and each Service specified in a Service Order during the Term of and as provided in such Service Order and in these General Terms and Conditions. In addition, Client will be responsible for payment of all applicable sales and other taxes, and all surcharges and handling fees levied by third party suppliers, on Products and Services provided by Thrive.

(b) **Commencement of Billing**. Thrive will, subject to Section 3(f) below, bill Client for Products included in a Service Order five (5) business days after Thrive notifies Client that the same is ready for shipment to Client's site (without regard to delays in Client's acceptance thereof). Thrive will begin billing for one-time Services included in a Service Order upon commencement of such one-time Services. Thrive will begin billing for each recurring Service included in a Service Order beginning (60) sixty days from the date of Client's execution of such Service Order or, if earlier, beginning on the Service Provisioning Date of such Service, and continuing through the end of the Term of such Service Order as set forth therein.

(c) **Payment of Invoices**. Invoices for fees, charges and other amounts charged hereunder, whether for Products, Services or otherwise, will be due and payable in full within thirty (30) days of the date of invoice therefor. Thrive may charge Client a finance charge of one and one-half percent (1.50%) per month on balances (other than those disputed pursuant to Section 3(d) below) for which payment has not been received within thirty (30) days of the date of such invoice.

(d) **Disputes**. If Client in good faith disputes any portion of an invoice, Client will promptly pay the undisputed portion of the invoice and submit to Thrive a written claim within thirty (30) days of the due date thereof as provided in Section 3(c) above describing in reasonable detail the basis of the dispute, including claims of any breaches or failure of service by Thrive, and including any relevant supporting documentation. After receipt of such claim, Thrive will undertake an investigation of the disputed matters, and, subject to Thrive's rights under Section 9 below, both Parties agree to make a good faith attempt to resolve the dispute promptly. Any failure by Client to submit a written dispute with the information specified above within such thirty-day period will be deemed final agreement by Client without defense or counterclaim with all charges on the invoice for all purposes. Client will be liable to Thrive for all reasonable fees and expenses, including reasonable attorney's fees and litigation costs, that Thrive incurs to collect amounts due to Thrive from Client under or in connection with this Agreement or any Service Order.

(e) **Expenses.** Client agrees to reimburse Thrive for all reasonable and ordinary out-of-pocket expenses incurred by Thrive in delivering Products and Services to Client, such as parking, out-of-area travel expenses, international phone calls, and pay-per-incident third party support calls. Thrive will itemize such expenses on Client's invoices and will not incur more than $250 of such expenses in any twelve (12) month period without Client's prior written approval.

(f) **Timing of Products Orders.** Thrive reserves the right to delay procuring Products from third party suppliers pending Thrive's receipt from Client of payment of all or any portion (as determined by Thrive in its discretion) of the price therefor set forth in the Service Order providing for such Products. Thrive will notify Client of any requirement that Thrive receive payment for Products in advance of Thrive's ordering the same from third party suppliers and Thrive will not be responsible thereafter for any damages, costs or delays Client experiences as a result of the timing of the delivery of such Products to Client under any Service Order.

4. **THIRD PARTY GOODS & SERVICES.**

(a) Third Party Providers. Client acknowledges that Services may include or incorporate goods or services manufactured, produced and/or delivered by third parties ("Third-Party Providers"). Thrive hereby assigns to Client any warranties provided by Third Party Providers of goods and services that are resold by Thrive (to the extent permitted to be so assigned or passed through to Client) and Client agrees to pursue all defective product, quality, breach of warranty and other claims directly against such Third-Party Providers and not against Thrive. Thrive will not be responsible for any such claims; however, Thrive will reasonably assist Client in resolving any performance, quality, breach of warranty or other claims of Client with the applicable Third-Party Providers of such goods or services. Client acknowledges that some Products cannot be returned or cancelled once ordered. At the request of Client, Thrive will make a reasonable attempt to return Products to the Third-Party Provider and Client agrees to reimburse Thrive for any restocking fees and other out-of-pocket expenses Thrive may incur in connection therewith. However, Client agrees that Thrive is under no obligation to take back from Client any Products ordered from Thrive if Thrive is unable to return those same Products to the Third-Party Provider. Risk of loss or damage for Products purchased from Third-Party Providers will pass to Client when such Products are delivered to Client, unless otherwise agreed in advance in writing by Client and Thrive.

(b) Software Licensing. Thrive may use its own third-party software licenses in provisioning Services under a Service Order, including among others, antivirus, antispyware and monitoring software (the "Software"). Thrive's licenses to use such Software are and will remain Thrive's property exclusively, and except as provided herein, Client will obtain no right to such licenses or the source code of the Software licensed thereby. Thrive hereby grants to Client a non-exclusive, worldwide, royalty-free, non-assignable and non-sublicensable license to use the Software solely in connection with Services for which such Software is utilized (a "License"), which License will terminate immediately upon termination of such Services. Thrive may terminate such License and any Services for which such License is utilized if it determines that Client has breached the terms of the License. Upon termination of the License, Client will immediately cease to use the Software and related documentation and certify to Thrive within ten (10) days after termination that Client has, at Thrive's option, either destroyed or returned to Thrive the Software and all documentation and related information, and all copies thereof, whether or not modified or merged into other materials.

5. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) System Limitations. Client acknowledges that no network, system, device, hardware, software, or component can be made fully secure and, accordingly, agrees that Thrive shall not be liable for damages arising from or in connection with loss of data or breach of privacy of information technology systems except to the extent that Thrive's gross negligence or fraud (and not, e.g., equipment failure, software failure, "phishing" attacks or other fraudulent acts of third parties, or Client's failure to follow Thrive's advice) is the direct and primary cause of such loss or breach.

(b) Warranty Disclaimer.

OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN SERVICE ORDERS, THRIVE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS OR SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL THRIVE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THRIVE HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

(ii) EXCEPT IN THE CASE OF THRIVE'S GROSS NEGLIGENCE OR FRAUD THRIVE SHALL IN NO EVENT BE LIABLE FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES FOR SERVICES PAID BY CLIENT TO THRIVE IN RESPECT OF THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURED, AND SUCH LIABILITY WILL TERMINATE ONE YEAR FROM THE DATE OF THE EVENT WHICH GAVE RISE TO THE CLAIM..

(iii) EACH PARTY, AS A MUTUAL INDUCEMENT TO THE OTHER PARTY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, EXPRESSLY WAIVES ITS RIGHT TO ASSERT ANY CLAIM FOR THE DAMAGES PRECLUDED IN THIS SECTION 5(C) AND AGREES NOT TO SEEK TO RECOVER ANY SUCH DAMAGES IN CONNECTION WITH ANY CLAIM, ACTION, SUIT, OR PROCEEDING ARISING UNDER OR IN RELATION TO THIS AGREEMENT.

(d) Mutual Indemnification. Subject to the terms and conditions hereof, each Party (an "Indemnifying Party") shall defend at its own expense the other Party, including the other Party's directors, officers, employees, agents and affiliates (collectively, the "Indemnified Party"), from and against any and all third-party claims, demands, suits or actions to the extent resulting from or arising out of the Indemnifying Party's (i) grossly negligent acts or omissions or fraud in connection with this Agreement, (ii) violation of any statute, law, ordinance or regulation, or (iii) infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party (each, an "Indemnifiable Claim"). Without limitation of the foregoing, the Indemnifying Party shall indemnify and hold harmless the Indemnified Party from and against any and all damages, judgments, awards, expenses, and costs (including without limitation those of the type described in Section 5(c)(i) above) that are awarded and payable to the third party by a court of competent jurisdiction with respect to an Indemnifiable Claim or that are payable pursuant to a settlement thereof made or approved by the Indemnifying Party. The Indemnifying Party shall have right to defend any Indemnifiable Claim with counsel of its choosing.

6. INTELLECTUAL PROPERTY RIGHTS.

(a) Thrive Intellectual Property. Thrive retains right, title and interest in and to the Services, all intellectual property rights contained therein, and all modifications, alterations, derivative works and enhancements made thereto (collectively, "Thrive IP"). Client may not modify or create derivative works from or copy any ideas, Features, functions or graphics of the Services or Thrive IP or modify or make derivative works based thereon, or offer the Services on a timeshare or service bureau (including software-as-a-service) basis. Client may use Thrive IP in accordance herewith and any Service Order solely as necessary to utilize Services for its own account and otherwise will not disclose or use Thrive IP for any purpose.

(b) Client Intellectual Property. Client retains all right, title and interest in and to all of Client's intellectual property rights transmitted by or on behalf of Client to Thrive in connection with the Services (collectively, "Client IP"). Thrive may not modify or create derivative works from or copy any ideas, features, functions or graphics of the Client IP or modify or make derivative works based thereon. Thrive may use Client IP in accordance herewith and any Service Order in connection with providing Services to Client and otherwise will not disclose or use Client IP for any purpose.

7. CONFIDENTIALITY.

(a) "Confidential Information" means any and all information, including third party information, disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") during the term of this Agreement. The Parties acknowledge that in connection with this Agreement each may receive from the other certain non-public information regarding the other Party's financial condition, suppliers, clients, business plans and other information not generally known to the public, including, without limitation, the terms and conditions of this Agreement. Recipient agrees that it will (a) hold in confidence and not disclose to any third party any Confidential Information of Disclosing Party, except in accordance with this Agreement; (b) protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; (c) use the Disclosing Party's Confidential Information for no purpose other than for the purpose of this Agreement (the "Permitted Use"); (d) limit access to Disclosing Party's Confidential Information to those of Recipient's employees or individual contractors having a need to know as part of the Permitted Use and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (e) notify Disclosing Party promptly upon discovery of any loss or unauthorized disclosure of Disclosing Party's Confidential Information. Recipient shall promptly return to the Disclosing Party or destroy such Confidential Information upon the Disclosing Party's request; provided that the Recipient is not obligated to delete, purge or expunge Confidential Information maintained on its backup servers and similar devices in the ordinary course of its business or in compliance with the law (but nevertheless remains obligated under this Section 7 with respect to any such retained Confidential Information). The obligation to maintain the confidentiality of Confidential Information shall continue for so long as this Agreement shall remain in effect and for a period of two (2) years after the termination hereof, except that the obligation to maintain the confidentiality of trade secrets shall continue in perpetuity. If the Parties have entered into a separate non-disclosure or other agreement regulating the use or disclosure of the Parties' respective information, then the terms of such separate agreement will control in the event of a conflict between such separate agreement and this Section 7.

8. HIRING OF REPRESENTATIVES. For so long as this Agreement remains in effect and for a period of one (1) year thereafter, neither Party will employ, hire, contract with, or otherwise engage, or seek to employ, hire, contract with, or otherwise engage, any individual who at any time in the preceding twelve (12) months was an employee of the other Party involved in the provisioning or receiving of Services under any Service Order; provided, however, that the foregoing will not apply to any such employee who (a) responds to a general media advertisement or non-directed search inquiry; (b) makes an unsolicited contact for employment; or (c) was in discussions with such Party regarding possible engagement or employment prior to providing or receiving Services under such Service Order; or (d) is referred to such Party by search firms, employment agencies, referral services or other similar entities, provided that such entities have not been instructed by such party to solicit the employees of the other party. The Parties agree that any breach of this Section 8 will result in irreparable injury to the other Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of this Section 8 by the other Party, the non-breaching Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without the necessity proving the inadequacy of money damages or of posting a bond or other security.

9. TERMINATION.

(a) Termination of Agreement and Service Orders for Breach of Terms.

(i) Breach of terms of General Terms & Conditions. Each Party may notify the other Party if the other Party breaches the terms of these General Terms and Conditions, which notice will describe in reasonable detail the nature of such breach and including relevant supporting documentation. Unless the breaching Party within thirty (30) days of its receipt of such notice either cures or remedies the breach described in such notice in all material respects or provides the other Party with a reasonable written plan for doing so, the other Party may, without limitation of its other rights and remedies under applicable law, terminate this Agreement by providing written notice of termination to the breaching Party.

(ii) Breach of terms of a Service Order. Each Party may notify the other Party if the other Party breaches the terms of any Service Order, which notice will describe in reasonable detail the nature of such breach and including relevant supporting documentation. Unless the breaching Party within thirty (30) days of its receipt of such notice either cures or remedies the breach described in such notice in all material respects or provides the other Party with a reasonable written plan for doing so, the other Party may, without limitation of its other rights and remedies under applicable law, terminate those Services under such Service Order as to which such breach relates (and not this Agreement, other Services provided under such Service Order or any other Service Order as may then be in effect) by providing written notice of termination to the breaching Party.

(b) Suspension or Termination of Services by Thrive for Failure to Pay. Notwithstanding the provisions of Section 9(a) above, in the event Client does not timely make payments under this Agreement (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes) and such payment(s) is (are) not made by Client within ten (10) days of receiving written notice thereof from Thrive (which notice may be delivered to Client in the same manner as Thrive sends invoices to Client in the ordinary course), Thrive may, without limitation of its other rights and remedies under applicable law, suspend or terminate providing Services to Client under any or all Service Orders as may then be in effect, and Thrive will have no liability for any damages incurred or realized by Client as a result of such suspension or termination of any such Services. No such suspension or termination of Service under a Service Order due to Client's non-payment will relieve Client of its obligations to pay all charges and other amounts and otherwise comply with and fulfill its obligations under this Agreement, including under that or any other Service Order as may be in effect. If Services are suspended for non-payment, lapse in service will not count towards completion of the Term of such Services.

(c) Suspension. Notwithstanding the provisions of Section 9(a) above, Thrive may suspend the Services immediately upon notice to Client if: (i) Client materially violates (or Thrive believes in good faith that Client has materially violated) any provision of this Agreement or any provision of the applicable Thrive Acceptable Use Policy (https://thrivenextgen.com/acceptable-use-policy/); (ii) there is an unusual and material spike or increase in Client's use of the Services and Thrive believes, in good faith, that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; or (iii) Thrive determines in good faith that its provision of the Services is prohibited by applicable Law; or (iv) Thrive determines in good faith that Client is using the Products or Services in violation of applicable law or for an otherwise unlawful purpose. Notwithstanding the foregoing, Thrive will use commercially reasonable efforts to (x) provide Client as much prior notice as possible of any situation that it is aware of that could lead to a right to suspend described in this subsection, and (y) work with Client to remedy any situation that could lead to a right to suspend described in this subsection if such situation can be remedied.

(d) Duties Upon Termination or Expiration.

(i) Payment of Obligations/Return of Property. Upon the expiration or termination of this Agreement or any Service Order, Client will pay the full amount of all unpaid invoices issued under any outstanding Service Order and any other payment obligations specified in each outstanding Service Order (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes). In addition, excluding any software and hardware that is the Client's property, Client will return all software and hardware provided to Client by Thrive in good working condition (ordinary wear and tear excepted) and free from all liens, charges and encumbrances within thirty (30) days of expiration or termination of this Agreement or the applicable Service Order(s).

(ii) Termination Status Reporting; Further Services. Upon expiration or termination of any Service under any Service Order and following Thrive's receipt of all amounts then due and payable to Thrive under this Agreement as relates to such expired or terminated Service (other than amounts timely disputed in accordance with Section 3(d) above, pending the resolution of such disputes) Thrive will (A) report to Client on the status of the Service as reasonably requested by Client and, if requested by Client, (B) assist Client in winding down or transferring the terminated or expired Service to Client or its designee (such assistance being referred to as "Migration Services") in accordance with a mutually agreed separate Service Order signed by the Parties setting forth the terms and conditions thereof, which will include, among other terms to which Parties may agree, Client agreeing to pay Thrive for such Migration Services, if applicable, at the hourly rates set forth in the Service Order under which such Service was provided (and if no such rates are set forth in such Service Order, then at hourly rates agreed to by the Parties). Except as set forth above in this Section 9(d)(ii) and, if applicable, any Service Order providing for the provision of Migration Services, Thrive will have no duty or obligation to provide any Products or Service or any other service or assistance to Client following the expiration or termination of a Service in accordance herewith.

(e) Survival. The following provisions will survive any expiration or termination of this Agreement: Section 3 (Payments), Section 4 (Third Party Products & Services), Section 5 (Warranties, Disclaimer and Limitation of Liability), Section 6 (Intellectual Property Rights), Section 7 (Confidentiality), Section 8 (Hiring of Representatives), this Section 9 (Termination), Section 10 (Force Majeure), and Section 11 (General Terms).

10. FORCE MAJEURE. Except for payment obligations, neither Party will be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances or causes beyond its reasonable control , including, without limitation, fire, pandemics or other casualty, acts of God, fiber cuts or Internet delays, delay or failure of Third-Party Providers, war, terrorism, or other violence or criminal acts, any law, order, requirement or act of any government or governmental agency or authority or other causes beyond the reasonable control of such Party. A Party affected by such a *force majeure* event shall inform the other Party promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for resumed performance to the extent determinable) and such Party shall use reasonable commercial efforts to resume performance hereunder as soon as reasonably practicable.

11. GENERAL TERMS.

(a) **Governing Law; Jurisdiction; Venue.** This Agreement will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to the conflicts or choice of law provisions thereof that would give rise to the application of the domestic substantive laws of any other jurisdiction. The Parties agree that any proceeding arising out of or relating to this Agreement will be brought only in, and hereby submit irrevocably to the jurisdiction of, the state or federal courts sitting in the Commonwealth of Massachusetts and hereby waive any objections to the jurisdiction, venue or convenience of any such courts. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(b) **Assignment.** Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party; provided that either Party may assign its rights hereunder to, and cause its obligations hereunder to be assumed by, a successor to substantially all of the assets or business of such Party. If there is any assignment or delegation in violation of any of the foregoing restrictions, the non-breaching Party may terminate this Agreement and all Service Orders as may then be in effect upon written notice within ninety (90) days after notice or discovery of such assignment.

(c) **Headings**. The section headings herein are for ease of reference and convenience only and are not to be considered in the interpretation of this Agreement.

(d) **Interpretation.** Neither Party shall be considered the drafter of this Agreement or any schedule, addendum or exhibit as may be made part thereof so as to give rise to any presumption or convention regarding construction hereof or any such other writing.

(e) **Integration; Severability.** Except as provided in Section 7 above with respect to separate nondisclosure or confidentiality agreements between the Parties, this Agreement, including any Service Orders, sets forth the entire agreement and understandings between the Parties hereto with respect to the subject matter hereof, and merges all previous and contemporaneous discussions and negotiations between the Parties and supersedes and replaces any other agreement that may be in effect as of the date hereof between the Parties or their respective subsidiaries or other affiliates with respect to the subject matter hereof. Without limitation of the foregoing, this Agreement supersedes and replaces in its entirety any "Master Services Agreement" or similar document as may be in effect as of the date hereof between the Parties or their respective subsidiaries, predecessors-in-interest, or other affiliates (any such agreement being referred to as the "Original Agreement"). The parties agree that any "statements of work", "service orders" and similar writings as may be outstanding and in effect under the Original Agreement (the "Outstanding SOs") are, from and after the date hereof, Service Orders for all purposes of these General Terms and Conditions and the "Master Service Agreement" or similar agreement referenced in the Outstanding SOs shall from and after the date hereof be a reference instead to these General Terms and Conditions. Notwithstanding the foregoing, all amounts due to Thrive under the terms of the Original Agreement or Outstanding SOs remain due in accordance with the terms of the Original Agreement or Outstanding SOs, and unless otherwise specified herein, no such amounts are settled, released or compromised hereby. This Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited or invalid under any such law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity or subject, such provisions will be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

(f) **No Third-Party Beneficiaries**. There are no third-party beneficiaries of this Agreement or any schedule, addendum or exhibit as may be made part hereof.

(g) **Residual Knowledge**. Nothing herein shall be construed to prevent or in any way limit Thrive from using general knowledge, skill and expertise acquired in the performance of this Agreement in any current or subsequent engagement or business. Client shall have no interest in such engagements or business.

(h) **Signatures, Amendments and Waivers and Exercise of Rights.**

(i) Signatures. This Agreement and amendments or modifications hereof and consents and waivers relating hereto may be executed, issued and accepted electronically (via authenticated digital or similar electronic means) and will be effective when transmitted bearing a copy of a manual, digital or electronic signature.

(ii) Amendments and Waivers. Amendments to and waivers of the provisions of this Agreement must be in writing (including in a digital format) and signed as provided in Section 11(h)(i) above.

(iii) Exercise of Rights. Except as otherwise provided herein, no failure to exercise or delay in exercising any right, power or remedy will operate as a waiver thereof; nor will any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(i) **Notices.** Notices required or permitted to be provided hereunder will be in writing and, except as otherwise provided herein, will be valid and sufficient if delivered in person or sent by nationally recognized overnight courier or by email addressed to the Parties at the addresses listed on the cover page of this Agreement. Notices will be deemed received by the Party to whom notice is addressed on the date delivered, if delivered in person or by email, or on the next business day after being provided to a nationally recognized overnight courier service, delivery charges prepaid, for next day delivery. The official text of the Agreement or any notices required hereby shall be in English.

(j) **Publicity.** Each Party may use the other Party's name and logo on its website and printed materials to identify Thrive as a service provider to Client.

(k) **Independent Contractor.** Each of the Parties is an independent contractor and neither Party is, nor will be considered to be, an agent, distributor or representative of the other. All personnel supplied or used by each Party will be its employees or subcontractors and each Party assumes full responsibility for the actions of such personnel and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable.

END OF GENERAL TERMS AND CONDITIONS

THE CITY OF
NEWBURGH
NEW YORK

M365 Migration Overview

This transformative project involves migrating from Exchange 2010 to M365, emphasizing data transfer and cybersecurity. The migration addresses 164 remaining mailboxes. The existing M365 environment comprises 182 mailboxes that were previously migrated. This plan will also utilize Thrive for M365 security monitoring, timely review, investigation, and response to email Security threats.

Thrive's Managed Microsoft 365 Email Backup Service provides critical data protection against accidental deletion and security threats. Covering Exchange, OneDrive for Business, and SharePoint, the service enables point-in-time and granular recovery, contributing significantly to business continuity during disasters or system outages. Enforcing data retention policies and providing a safety net during migrations underscore the critical role of Microsoft 365 backups in maintaining organizational data integrity and resilience.

This strategic partnership with Thrive not only addresses immediate concerns and enhances cybersecurity but also positions the City of Newburgh for a resilient and secure digital future. The transformative M365 migration, complemented by robust security monitoring, immutable backups, and essential Microsoft M365 email support, reflects a proactive commitment to efficiency, data integrity, and uninterrupted service delivery.

One-time fixed fee	$17,229.00
Recurring monthly fee	$4080.00

Prepared For	Ship To	Bill To
City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States	City of Newburgh Camile Mohammed 401 Washington Street Newburgh, New York 12550 United States

Service Order

This Service Order (including the appendices, if any, attached hereto, the "Service Order) is made by and between the Client named above and Thrive Operations, LLC, ("Thrive"). This Service Order describes and sets forth terms and conditions under which Thrive will provide Services to Client as described below. Such terms and conditions include the General Terms and Conditions set forth and are more fully described on Thrive's website, [www.thrivenextgen.com/MasterServicesAgreementv4d] (the "Master Services Agreement"), which General Terms and Conditions are hereby incorporated into this Service Order and are an integral part hereof. Client and Thrive acknowledge and agree that the General Terms and Conditions set forth in the Master Services Agreement govern and apply to Thrive's provision of Services and Products as contemplated by this Service Order. **Client acknowledges that Client has reviewed the terms and conditions set forth in this Service Order and the Master Services Agreement and agrees to and accepts the same.**

Capitalized terms used herein and not defined are used with the respective meanings ascribed to such terms in the Master Services Agreement.

Thrive's offer to provide Services as described below in this Service Order expires after 30 days from the date hereof unless it is accepted by Client as evidenced by Client's signing this Service Order as indicated below and returning it to Thrive. Once accepted by Client, this Service Order becomes part of the Agreement and binding on the Parties in accordance with the terms hereof and the Agreement with respect to the Services set forth below.

In consideration of the mutual promises contained herein and in the Master Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thrive agrees to provide to Client, and Client agrees to accept from Thrive, Services as described and on the terms and conditions set forth below:

Services Breakdown

One-Time Services

Project Services

Qty	SKU #	Long Description	Price	Extended Price
1	TIFF0011	**Premium Migration Services (Fixed Fee) | M365 Migration** GSA: DSM-362 | Cloud Labor: Cloud Senior Engineer Premium M365 Migration of 164 Mailboxes in up to 6 batches on weekdays. Weekend work is 1.5 migration fixed fee, Fixed fee.	$ 14,644.65	$ 14,644.65

1	TIFF0010	**Premium Implementation Services (Fixed Fee) | M365 Backups** GSA: DSM-94 | Cloud Labor: Cloud Senior Engineer Premium | $172.29 Setup M365 Backups Fixed Fee.	$ 1,722.90	$ 1,722.90
1	TIFF0010	**Premium Implementation Services (Fixed Fee) | M365 Monitoring & Management** GSA: DSM-94 | Cloud Labor: Cloud Senior Engineer Premium | $172.29 Setup M365 Monitoring and Management. Fixed Fee.	$ 861.45	$ 861.45
			TOTAL	**$17,229.00**

Project Overview

In this pivotal project, we embark on a comprehensive migration from the legacy Exchange 2010 to the modern Microsoft 365 (M365) environment, with a focus not only on seamless data transfer but also on fortifying the organization's cybersecurity posture. We'll harness the cost-effective GCC G3 licenses to facilitate this transition. The migration encompasses 164 remaining mailboxes, coupled with mail flow challenges and meticulous planning for data synchronization. It was noted that the current M365 environment has 182 existing mailboxes for a total of 346 mailboxes.

Additionally, we'll introduce robust M365 security and monitoring measures and establish a framework for M365 management and backups to safeguard our digital assets. To maximize efficiency, we have strategically scheduled migration blocks on weekdays, minimizing labor costs and downtime, and ensuring seamless communication. Once the migration is successfully completed, a careful post-migration cleanup process will follow, including public folder migration and the potential decommissioning of the Exchange server, provided no critical services are dependent on it.

This project signifies a significant leap towards a more efficient, secure, and agile email and collaboration infrastructure, setting the stage for enhanced productivity and streamlined communication in our organization.

Project Goals

1. **Successful Migration:** Ensure the successful migration of 164 remaining Exchange 2010 mailboxes to M365.
2. **Optimized Mail Flow:** Address and resolve mail flow challenges between local Exchange and M365, fostering seamless communication.
3. **Data Synchronization:** Implement data synchronization to reduce cutover time and minimize downtime during migration.
4. **Security Enhancement:** Strengthen security with M365 security measures to protect data.
5. **Monitoring Framework:** Establish a robust monitoring framework for proactive threat detection.
6. **M365 Management:** Set up efficient M365 management processes for streamlined administration.
7. **Data Backups:** Implement a reliable M365 backup strategy to safeguard critical data.

Project Impact

1. **Minimized Downtime:** Reduced downtime during migration, ensuring uninterrupted communication services.
2. **Enhanced Collaboration:** Improved collaboration through modern communication and collaboration tools provided by M365.
3. **Cost Efficiency:** Take advantage of current GCC G3 licenses, not in use.
4. **Security and Compliance:** Enhanced security and compliance capabilities, ensuring data integrity and regulatory adherence.
5. **Efficient Decommissioning:** Decommissioning Exchange server effectively, contingent upon ensuring no other critical services rely on it.

Project Considerations

1. **Mail Flow Challenges:** Address and resolve mail flow issues between local Exchange and M365 for the existing 182 mailboxes.
2. **Data Sync Strategy:** Develop an efficient data synchronization plan to minimize the cutover time during migration.
3. **Labor Cost Optimization:** Schedule migration blocks on weekdays to minimize labor costs, avoiding increased expenses on weekends.
4. **Public Folder Migration:** Plan and execute the migration of public folders for a seamless transition.
5. **Exchange Cleanup:** Carefully decommission the Exchange server, ensuring no other critical services are dependent on it.

Project Plan

365 Migration Projects Tasks

Office365 Account Setup and Verification of New Company in Tenant

Verify the new tenant Office 365 account settings
- Verify account creations and set security policy
- Verify licensing to the tenant

Configure accepted domain
- Configure accepted domains and the new company name
- Add client domain as accepted domains in Office 365
- Authorize domain and verify status in Office 365

Setup Active Directory Sync (if required)
- Configure Azure AD in Office 365
- Gain access to client AD and Install the directory synchronization tool
- Set parameters for synchronization
- Verify and force directory synchronization

Mailbox Migration to Office365

Setup and configure the migration tool
- Configure account and test connectivity to source and destination
- Verify users being migrated and upload the proper list to tenant"

Implementation of the migration plan
- User mailbox migration based upon the migration strategy
- Move mailbox batch groups, verify mail flow and auto discover functionality
- Verify outlook connectivity and mail flow
- Reconfigure mobile devices (if necessary)"

Configuration OR migration of Office365 group
- Add members to groups based on client requirements
- Configure user permissions for each group
- Set naming policy for each group

Finalize migration Cutover
- Update MX records to point to Office 365
- Update auto discover records to point to Office365
- Update any other required DNS objects
- Correct any errors

Migration of Public Folders
- Public Folder migration based upon the migration strategy
- Move content from public folders to OneDrive / SharePoint

Post migration support
- Engineer available for support after migration batches
- Troubleshoot and correct any issues

Thrive Managed Microsoft 365 Backup

- Deploy and Configure AvePoint 365 Backups

Thrive M365 Management and Monitoring

- Deploy and configure M365 management and configuration of M365 SaaS Alerting

Recurring Monthly Services

Managed Microsoft 365 | Security Monitoring & Management

Qty	SKU #	Long Description	Price	Extended Price
1	O365200	**O365/M365 Management and Security Monitoring Base Service** GSA: DSM-782 | Managed Microsoft 365 Base Service	$ 146.60	$ 146.60
350	O365200A	**O365/M365 Management and Security Monitoring (per active user)** GSA: DSM-781 | O365/M365 Management and Security Monitoring (per user)	$ 5.86	$ 2,051.00
			TOTAL	**$2,197.60**

Recurring Monthly Services

Managed Office 365 Backup | Unlimited Storage

Qty	SKU #	Long Description	Price	Extended Price
350	TCB0015	**Microsoft 365 Tenant Backup (per user)** GSA: DSM-945 | Microsoft 365 Tenant Backup (per user)	$ 5.38	$ 1,883.00
			TOTAL	**$1,883.00**

Services Summary Breakdown

One Time Services

Service Description	Ext Price
Project Services	$ 17,229.00
One-Time Services Total:	**$ 17,229.00**

Recurring Monthly Services

Service Description	Ext Price
Managed Microsoft 365 | Security Monitoring & Management	$ 2,197.60
Managed Office 365 Backup | Unlimited Storage	$ 1,883.00
Recurring Monthly Services Total:	**$ 4,080.60**

THRIVE

November 14, 2023
Service Order: CON-040079
Q-27017 USD

Service Order - 36 Months

SCOPE OF SERVICES
Client acknowledges that technology is inherently complicated and that if unforeseen circumstances exist within Client's environment that prevent or delay Services from being installed or delivered, then such prevention or delay will not be considered a breach of this Service Order. Thrive will work with Client to correct such circumstances and may suggest alternative products or additional services to correct the circumstance(s). All work delivered outside the scope of this Service Order must be agreed to by both parties in writing prior to work being performed.

TERM & TERMINATION
The term of this Service Order (the "Term") will begin on the date hereof and, with respect to recurring monthly Services provided for herein, subject to the terms of the Agreement, will continue through the last day of the thirty-sixth (36th) month following the Service Provisioning Completion Date for this Service Order; provided that the Term will automatically renew for successive terms of the same duration as the initial Term unless either party provides the other party notice of its intention not to renew this Service Order at least ninety (90) days before the end of the then current Term.

If Client cancels prepaid Services not yet delivered then Client is entitled to the delivery of those Services but not a refund. All discounts provided for herein will automatically expire at the end of the initial Term.

Termination of this Service Order prior to the end of the Term either by Client, other than as permitted by and in accordance with the terms and conditions of the Agreement following Thrive's breach hereof, or by Thrive as permitted by and in accordance with the terms and conditions of the Agreement following Client's breach hereof shall, obligate Client to pay Thrive immediately upon demand, (i) all sums then due and unpaid under the Agreement and this Service Order plus (ii) an amount equal to the fees for Recurring Monthly Services specified above in this Service Order (as such fees for Recurring Monthly Services may subsequently be changed pursuant to a change order or other amendment signed by the parties specifically referencing this Service Order) over the period commencing on the date of such termination and ending on the last day of the then current Term hereof.

BILLING
Thrive will invoice Client for one-half (50%) of the price set forth herein for the One-Time Service(s) when Thrive initiates providing such One-Time Service(s) and will invoice the remaining balance upon completion thereof; provided, however, in the case of those One-Time Service(s) the price for which is less than $2,500, Thrive will invoice Client for the entirety of such price when Thrive initiates providing such One-Time Service(s).

HOURS OF IMPLEMENTATION
If Client prefers that Thrive provide some or all of the Services outside of Thrive's Business Hours, generally Monday through Friday from 9:00AM to 5:30PM EST unless otherwise specified, to reduce downtime during working hours, off-hours rates will be billed and will result in an increase to the cost estimate.

CLIENT CREDIT STATUS
Client and the authorized representative signing on behalf of Client hereby represent and warrant to Thrive that the authorized representative understands Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is currently paying, and expects to continue to pay, its debts and obligations as they become due.

IN WITNESS WHEREOF, the parties have caused this Service Order to be executed by their duly authorized representatives as of the date hereof.

CLIENT: City of Newburgh		**Thrive Operations LLC**	
By:		By:	
Name:	Todd Venning	Name:	
Title	City Manager / CEO	Title:	
Date	11/20/2023	Date:	
Customer PO			

Project Assumptions

- Client agrees to designate a project point of contact that will be available throughout the implementation of the solution to communicate plans to the business, approve requests, review change orders, and commit to recurring meetings.
- Client agrees to provide or act as a proxy to obtain and provide all credentials required to onboard contracted Thrive products or services
- All work requested outside of the stated project scope will be assessed as a change order and may result in additional fees. Change orders will require approval before execution by the project engineering team.
- Documentation provided to the client as part of the project scope will be produced to Thrive standards; customization of documentation content, presentation, or scope will be considered a change order and may result in additional fees or expansion of the project timeline.
- Issues arising from tasks executed within the project scope may affect completion and timelines.
- Client agrees that procurement, fulfillment, and construction logistical issues or delays can impact project delivery dates and will result in modification of the project timeline.
- To improve the end user experience, client is responsible for understanding end-user personas and must work with Thrive's project and engineering teams to develop testing scenarios to assess the impact of all implemented solutions.
- Thrive will make best efforts to mitigate unscheduled downtime; client understands that unexpected interruptions including error messages, unexpected application behavior, performance impacts, and other undocumented issues may occur as a result of completion of the project scope
- Thrive is not responsible for providing physical connectivity of installed infrastructure if that connectivity is dependent upon the extension or addition of low voltage wiring between areas such as offices, closets, rooms, floors, cubicles, cabinets, etc. Client will be responsible for mounting wireless access points in designated locations and providing required physical connectivity, including all required low voltage wiring and power needs. Additionally, Thrive will not climb ladders
- Necessary onsite power and backup power will be provided by client

Thrive Managed Microsoft 365 Backup Scope of Service

Thrive's Managed Microsoft 365 Backup Service provides data protection for Microsoft 365 services against accidental deletion and security threats, including Exchange, OneDrive for Business, Teams, and SharePoint data.

Service Definition
The service shall include:

- Daily data backup of:
  - Exchange Online
  - SharePoint Online
  - OneDrive for Business
  - Microsoft Teams
    - Private Channels
    - Teams Files

        - Teams conversations
        - Teams meetings
    - Microsoft Teams Chat (non-Channel conversations)
        - Direct 1-to1 or group chats
        - Teams Export API enabled with Microsoft
        - MS will charge the app creator $ 0.00075 per message
    - Microsoft 365 Groups
        - MS Planner
    - Project Online (Requires MS Project subscription for the service account)
    - Public Folders (Requires Exchange Online P1 At a minimum for the service account)
    - Yammer
    - Power BI
- Data Storage
    - AvePoint Storage has Unlimited data retention and storage to a single central cloud storage repository – Granular option are available by request
- Multi-Geo support
    - Backup to regional cloud storage repositories to meet data residency requirements
    - Tenant must have Microsoft Multi-Geo licenses and be enabled
    - Users will have to be assigned to a region

Licenses

- Protection for an unlimited amount of content in an organization for a set per-user subscription
    - This solution support Microsoft 365 solutions and count the total number of users with assigned Microsoft licenses.
    - One can identify the number of Assigned Licenses in Microsoft 365 by navigating to the Microsoft 365 admin center > Billing > Licenses. The total quantity reported will be the total of all the assigned licenses.

Thrive Scope of Work and Deliverables

- Thrive shall configure a default backup profile to backup all available Microsoft 365 data from applications listed within the Service Definition
    - Additional Microsoft 365 licensing may be required for service accounts necessary to backup certain Microsoft 365 applications
- Thrive shall configure the Microsoft 365 backup jobs to be performed daily. All Client data will be stored in AvePoint's Azure storage with redundancy controls.
- Thrive shall monitor the status of backup jobs to ensure scheduled completion and remediate any failed backups.
- Thrive shall provide a Monthly status report for each scheduled backup job. Weekly is also available upon request.
- Thrive shall upon Client request provide restoration of Microsoft 365 data including Exchange items, OneDrive accounts, files and folders, SharePoint sites, documents, lists or libraries and Teams sites and channels.
- If Client subscribes to the Thrive Microsoft 365 Multi-Geo Tenant Backup service, Thrive will configure data backup to cloud storage repositories within the geographical region of the users.

Client Responsibilities

- Provide Thrive with the valid Microsoft 365 credentials to connect the backup service to the Client's Microsoft 365 Tenant.
- If Client subscribes to the Thrive Microsoft 365 Multi-Geo Tenant Backup service, Client must also have a Microsoft 365 subscription that supports Multi-Geo tenancy and the add-on subscription for Multi-Geo service.
- Request that Thrive exclude any Microsoft 365 applications as listed within the Service Definition from the default backup profiles
- Procure necessary Microsoft 365 licensing required for backup service accounts

Service Exclusions. Any service not explicitly included in the Service Definition above or defined in the Service Order is considered optional and may be provided under separate agreement for an additional fee.

Thrive O365/M365 Management and Security Monitoring Scope of Service

Thrive's O365/M365 Management and Security Monitoring Service provides administrative management of the Client's Microsoft 365 tenant and user accounts and proactive monitoring and alerting for security events within the Microsoft Office 365 tenant. The service monitors for potentially malicious activity within the Client's Microsoft tenant and alerts Thrive's Security Operations Center for review, investigation, and response.

Service Definition
The service shall include:

- Microsoft 365 license procurement.
- Microsoft 365 tenant creation and ongoing administration.
- Microsoft 365 User account and Security Group creation and ongoing administration.
- Microsoft 365 User account license assignment and reassignment within tenant.
- Administrative moves/adds/changes to tenant and user accounts
- Configuration of monitoring of Client O365/M365 tenant
- Review and investigation of critical O365/M365 security alerts by Thrive Security Operations
- Remediation guidance on actionable alerts

Scope of Work & Deliverables

- Creation of the Microsoft 365 tenant for new deployments. If Client has an existing Microsoft 365 tenant, Thrive shall coordinate with the Client to have the tenant associated with Thrive as a Partner of Record.
- Thrive shall create new user accounts within the Client tenant and provide ongoing license administration of those accounts.
- Thrive shall procure new product licensing and subscriptions based on Client requirements as defined in the Service Order. Licensing and subscription fees are not included in the Thrive Microsoft 365 Management Service fee.
- Thrive shall assign and reassign available licenses to user accounts within the customer tenant.
- Thrive shall administer requested moves/adds/changes to Microsoft 365 tenant and user permissions, policies, and configurations
- Microsoft 365 migration services can be provided by Thrive under a separate project and fee.
- Thrive shall configure monitoring platform to receive alerts from Microsoft Office 365/Microsoft 365 tenant
- Thrive shall monitor, investigate, and respond to critical O365/M365 security alerts. See appendix below for monitored critical alerts. Specific monitored alerts may be adjusted from the list below based on availability and severity level.

- Thrive shall provide notification to the Client primary contact of identified potential malicious activity with guidance on recommended actions.
- Thrive shall provide ongoing reporting on alerts through the Thrive Client Portal

Client Responsibilities
Client acknowledges that services and fees set forth in the Sales Order is based upon information that Client has provided to Thrive. In addition, the Client is responsible for the following:

- Client shall provide email domain name to be used for Microsoft 365 tenant.
- Client shall provide list of users and passwords for the Microsoft 365 accounts.
- Client shall provide access to public DNS services or provide access to an escalation point who can perform any necessary public DNS changes.
- If Thrive is assuming existing Microsoft 365 tenant, Client shall provide administrative access to the Microsoft 365 tenant and associate thrive as a Partner of Record.
- Client is responsible for all external systems that might relay mail through Microsoft 365 unless explicitly covered under a separately contracted service with Thrive.
- Client shall provide escalation contacts to Thrive for critical event notification.
- Client shall provide end user support for all Microsoft 365 software and applications unless Client is contracted for Thrive End User Support.
- If contracted for migration services, Client shall provide Thrive with administrator access to existing Exchange servers.
- In order to receive security monitoring, all client users must be configured for multi-factor authentication
- Client shall provide escalation contacts to Thrive for critical event notification
- Client shall provide Microsoft tenant admin credentials for tenants not managed by Thrive.

Service Limitations

- Thrive Microsoft 365 Management does not include creation or modification of Sites within Microsoft 365 applications (Teams, SharePoint, etc.)
- Requests for support should be initiated by the Client's named contact(s) or client centralized end user Help Desk. Microsoft 365 Management does not provide direct end user support.
- Security monitoring included with this service provides a baseline of threat alerting but this service is only one control that is needed to properly secure your tenant

Service Exclusions. Any service not explicitly included in the Service Definition above or Sales Order is considered optional and may be provided under separate agreement for an additional fee.

Appendix – Security Alerting
Application Event - SaaS Integration
Custom Compliance Event - High
IAM Event - Conditional Access Violation
IAM Event - Multi-Factor Authentication Disabled
IAM Event - Multiple Account Locks
IAM Event - Multiple Password Reset
IAM Event - User Location - Outside approved location
Policy Event - Admin Access Granted
Policy Event - Security Policy Change
IAM Event - Conditional Access Violation
IAM Event - Multi-Factor Authentication Disabled
System Compliance Event - Confirmed Phishing

RESOLUTION NO.: _____ - 2025

OF

NOVEMBER 24, 2025

A RESOLUTION ACCEPTING DONATION OF FUNDS FROM THE SCENIC HUDSON LAND TRUST, INC. AND THE ORANGE COUNTY LAND TRUST, INC.

WHEREAS, by Resolution No. 254-2023 of December 11, 2023, the City Council of the City of Newburgh authorized the purchase of 3 parcels of real property from the Estate of Maurice Kessler; and

WHEREAS, both The Scenic Hudson Land Trust, Inc. and the Orange County Land Trust, Inc. offered to donate $11,667.00 each to the City of Newburgh in connection with the acquisition of the property; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its further development to accept the donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept donations of $11,667.00 each from The Scenic Hudson Land Trust, Inc. and the Orange County Land Trust, Inc. for a total of $23,334.00, with appreciation and thanks from the City of Newburgh.

RESOLUTION NO.: 254 - 2023

OF

DECEMBER 11, 2023

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY KNOWN AS QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9), QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12), AND BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1), FROM PAULA JOSEPH, AS ADMINISTRATRIX OF THE ESTATE OF MAURICE KESSLER, IN THE AMOUNT OF $35,700.00

WHEREAS, the City of Newburgh has an opportunity to purchase three (3) parcels of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9 on the Orange County Tax Map), Quassaick Creek North (Section 47, Block 2, Lot 12 on the Orange County Tax Map), and Bay View Terrace (Section 49, Block 1, Lot 7.1 on the Orange County Tax Map) (collectively the "Property"); and

WHEREAS, acquisition of the Property will further the City's compliance with a New York State Department of Environmental Conservation Consent Order to construct certain improvements to the combined sewer collection system in accordance with its Long Term CSO Control Plan to the extent that the future improvements related to the combined sewer collection system will require the infrastructure to be located partially or wholly on the Property; and

WHEREAS, access to the Holden Dam, Mill Street Bridge and other existing combined sewer infrastructure is limited due to topography, waterbodies, and railroad infrastructure within this corridor, and acquisition of the Property will facilitate improved access to existing City-owned infrastructure; and

WHEREAS, the City has determined the Quassaick Creek to be a critical environmental and recreational corridor, the City has partnered with local organizations to undertake a Quassaick Creek Trail feasibility study, and potential future improvements related to a Quassaick Creek Trail would require infrastructure and/or trail access to be located partially or wholly on the Property; and

WHEREAS, the current owner of the Property, Paula Joseph, in her capacity as Administratrix for the Estate of Maurice Kessler, and the City have negotiated a purchase price for the Property in the amount of $35,700.00; and

WHEREAS, funding for the purchase will be derived from H1.8660.0200.0000.000; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to purchase said Property from the seller for the sum as outlined herein, and upon substantially the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Council approves the proposed Purchase and Sale Agreement in substantially the same form annexed hereto and make part hereof, for the sum of thirty-five thousand seven hundred and 00/100 dollars ($35,700.00), plus the necessary costs related to the transfer of title, including but not limited to recording fees, title search fees, and apportioned taxes, if any; and

BE IT FURTHER RESOLVED, that in order to effectuate the purchase of the Property, the City Manager is hereby authorized and empowered to execute the proposed Purchase and Sale Agreement in substantially the same form and substance as that attached hereto and made a part hereof, and to take any other action and sign any other documents as may be necessary to effectuate and complete the transfer of title to the Property to the City of Newburgh.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 12/11/23 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 12 day of Dec. 20 23

City Clerk

RESOLUTION NO.: ________- 2025

OF

NOVEMBER 24, 2025

A RESOLUTION DECLARING APRIL 24, 2026 AS ARBOR DAY IN THE CITY OF NEWBURGH

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, The City of Newburgh is proud to have earned the **"Tree City USA"** designation for over a decade and we look forward to continuing to green our City for the betterment of our community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh, that April 24, 2026 shall be declared as Arbor Day in the City of Newburgh; and that the Mayor of the City of Newburgh shall issue the attached proclamation urging all residents to plant and care for trees, knowing that trees enhance our well-being and are living legacies for future generations to enjoy.

11/10/25 CONSERVATION ADVISORY COUNCIL (CAC) INTEREST LIST

Section 159-4 provides for a board of seven (7) members to serve 2-year terms:

Current Members:

- Chuck Thomas (Chairperson), term expires 11/30/25
- Gail Fulton, term expires 11/30/26
- Zachary German, term expires 11/30/25
- Chris Knasiak, term expires 11/30/25
- Lesly Mejia, term expires 11/30/25
- M. Justin Rider, term expires 3/23/27
- Mark Daniel Sanchez-Potter, term expires 12/11/26

4 terms (Thomas, Knasiak, Mejia, and German) expire on 11/30/25

CAC members seeking re-appointment:

- Chuck Thomas
- Zachary German
- Chris Knasiak
- Lesly Mejia

Applicants seeking initial appointment for vacancies:

- None