

DATE: October 11, 2019

Dept. of Environmental Management  
and Engineering  
Town of Orangetown.  
127 Route 303  
Orangeburg NY 10965

TOWN OF ORANGETOWN  
2019 OCT 11 P 3:41  
TOWN CLERK'S OFFICE

Dear Ms. Rosanna Sfraga,

I am writing you this letter notifying the town that I intend to claim for damages at my residence, 122 N. Magnolia St. for the backup of the sewer system. The Orangetown Sewer Dept. was breaking a stoppage on an easement going toward N. Lincoln and N. Magnolia St. in Pearl River, NY on Tuesday evening, October 8, 2019. Per Supervisor Mike Weber when the stoppage broke it resulted in the lower floor level of my house being flooded with sewage. The downstairs toilet practically exploded shooting sewage everywhere completely damaging the downstairs bathroom, laundry room and TV room. The sewage poured out from the bathroom and into the furnished TV room damaging the tiled floors, furniture, area rug, etc.... The sewage also seeped through the walls and into the laundry room damaging the walls, furniture, clothing, etc....

This incident occurred around 9pm and we frantically had to find an emergency cleanup crew as we have an autistic son, a service dog and a Chihuahua who could all be exposed to the dangerous contaminants. We contacted First Response Restoration who did an initial cleaning and decontamination that evening. The following morning First Response Restoration returned pulling out contaminated flooring, walls, etc... They also set up several fans and dehumidifiers in the bathroom, laundry room, TV room and the crawl in basement (which they also feel contained contamination of sewage). The estimated price per my discussions with the owner is approximately \$3,400.

We are currently seeking estimates from contractors for the restoration of the basement, laundry room and TV family room. This will involve a complete remodeling of the bathroom as well as construction to part of the laundry room and TV room. According to one of the contractors who came by the house this Wednesday to assess the damage, a projected amount of up to \$13-15,000 could possibly be necessary for the construction and required plumbing. He indicated that there could perhaps be further unnoticed damage that will only be discovered once the construction and plumbing process commence. We just renovated this downstairs area about 5 years ago and we want it repaired exactly as it was before this contamination occurred.

In addition we received estimates for the needed supplies for the bathroom. See attached estimate \$3,765.00

I am also attaching to this letter various other items (with estimates) destroyed by the sewage and contaminants as well as other out of pocket incidentals paid by us due to this incident. The total amount is approximately \$3,150.00 to date. This does not include cleanup expenses from the required construction, increase electricity charges due to the fans/humidifiers that have and will be running constantly for days as well as any other items uncovered during the construction.

I have been assured by the following members of the Town of Orangetown, Department of Environmental Management and Engineering who were all at my house at some point during this past week that I would be made whole by this hardship which occurred outside my property boundaries:

Michael S. Weber – Director Environmental Laboratory  
Stephen Forham – Assistant Maintenance Supervisor  
Christopher Sheehan – Confidential Assistant to D.E.M.E. Commissioner

I am also including with this letter several pictures documenting the event and damage caused by this incident. These pictures do not even capture the hardship, mental strain and anguish my family has had to deal with and will continue to deal with over the next several days. The mental picture of sewage, human waste and other types of debris overpowering our family home is something no one should ever have to endure. Containing my special needs child and his service dog to one portion of the house is harder than you could imagine. I am hopeful this will all be settled in an amicable manner and I will not need to seek any additional legal recourse.

My credentials are listed below should anyone need to contact me.

Sincerely,

Walter and Maylene Klein  
122 N. Magnolia St.  
Pearl River, NY 10965  
646 361 3509  
wklein@thomasnet.com

TOWN OF ORANGETOWN  
2019 OCT 11 P 3:41  
TOWN CLERK'S OFFICE

# Ceramic Harmony Design, Inc.

Where your imagination is our inspiration

149 A South Middletown Rd  
Nanuet, NY 10954  
Phone: 845-623-5557 Fax: 845-623-5375

# INVOICE

DATE: October 11, 2019  
INVOICE # 1402  
FOR: *Maylene and Walther Klein*

**Quote for:**

Maylene and Walter Klein  
122 N Magnolia Rd.  
Pearl River NY 10954  
646-744-6018  
[mayleneklein@hotmail.com](mailto:mayleneklein@hotmail.com)

Bathroom Material	AMOUNT
Floor Tile: Gazzini Metal Art: 120 SF of 13 x 13 tile @ \$8.99 per SF	\$ 1,079.00
Wall Tile: Gazzini Metal Art: 100 SF of 4 x 12 @ \$9.25 per SF	925.00
Vanity base: AW Shaker White, 30" right sided drawers	600.00
Vanity top: LG Rococco, 3cm, 1 sink cut out and wide spread faucet	650.00
Glass Mosaic decorative tile: 5 sheets of Luxor Mixed brick @ \$25.00 per Sheet	125.00
Grout- 2 (10LB) bags of Dove grey, sanded and unsanded @ \$30.00 each	60.00
Thinset: 1 (25LB) bag @ \$35.00	35.00
sales tax	291.00
<b>TOTAL</b>	<b>\$ 3,765.00</b>

Make all checks payable to Ceramic Harmony Design, Inc.  
If you have any questions regarding this quote, please call Sam at 845-623-5557

**THANK YOU FOR YOUR BUSINESS!**

TOWN OF ORANGETOWN  
2019 OCT 11 P 3:41  
TOWN CLERK'S OFFICE

Attachment to Walter Klein October 11, 2018 Claim Letter

Personal items and Incedentals to date:

Steelers area rug 7-8 by 10-9	\$	650.00
3 Steeler blankets	\$	150.00
bo-flex treadmill mat	\$	100.00
rug under desk	\$	50.00
2 sweatshirts on floor	\$	150.00
CPU Computer	\$	300.00
TV dinner table	\$	100.00
computer bag	\$	250.00
desk chair	\$	200.00
rolling table cart - 3 level	\$	150.00
1 Dyson vacuum	\$	300.00
clothes		
3 jeans	\$	250.00
girls coat	\$	100.00
shirts, socks,	\$	100.00
3 bathroom mats	\$	50.00
2 mops	\$	50.00
broom	\$	30.00
3 lysol sprays	\$	20.00
housecleaner	\$	150.00
	\$	<u>3,150.00</u>

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2019 OCT 11 P 3:41  
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**Department of Environmental Management and Engineering  
Town of Orangetown**

127 Route 303 Orangeburg New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951

# NOTICE OF CLAIM

**A REGISTERED LETTER MUST BE SENT TO**

ROSANNA SFRAGA, TOWN CLERK

NOTIFYING THE TOWN THAT YOU INTEND TO CLAIM DAMAGES FOR  
THE BACKUP OF THE SEWER SYATEM.

**THIS MUST BE DONE WITHIN THIRTY (30) DAYS OF THE INCIDENT.**

ROSANNA SFRAGA, TOWN CLERK

TOWN OF ORANGETOWN NY

26 ORANGEBURG RD.

ORANGEBURG, NEW YORK 10962

845-359-5100 ext. 2263

TOWN OF ORANGETOWN  
2019 OCT 11 P 3:41  
TOWN CLERK'S OFFICE



TOWN OF ORANGETOWN  
2019 OCT 11 P 3:42  
TOWN CLERK'S OFFICE



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2019 OCT 11 P 3:42  
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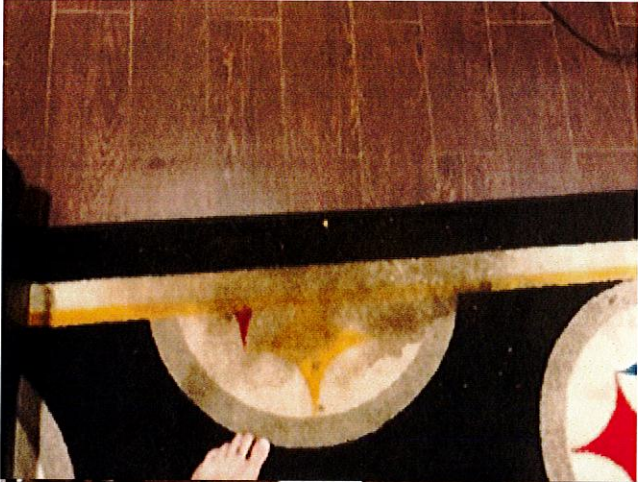
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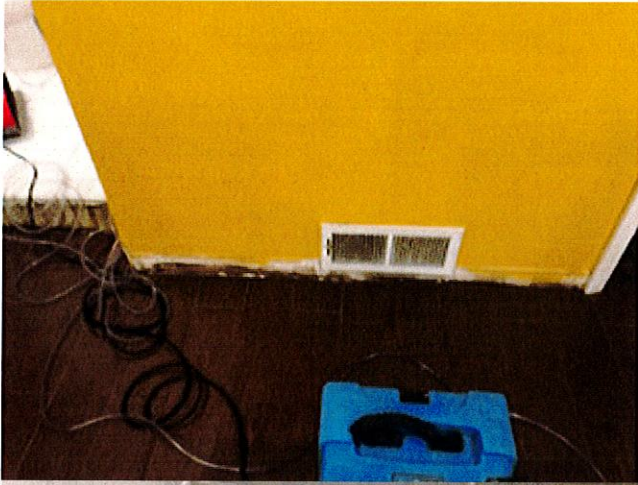


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# Service Order

Datacenter	Service Order
GHD Orangeburg, LLC 1 Ramland Rd Orangeburg, NY 10962	Service Order #206 Created by: Tad Szuwalski

**Customer:**

Town of Orangetown

**Address:**

26 Orangeburg Rd  
Orangeburg, NY 10962

## Service Details

Term: 36 months

### Monthly Recurring Charges

Name	Price	Qty	Subtotal
Half-Cabinet Bundle <small>120v 20 amps A&amp;B UPS &amp; Generator Backed</small>	\$468.18	1	\$468.18
Cross Connect	\$104.04	1	\$104.04
Blended IP <small>Blend of 4 Type 1 Carriers</small>	\$6.12	20	\$122.40
Additional Half-Cabinet Space <small>Within Existing Cabinet</small>	\$400.00	1	\$400.00
/29 IP Subnet	\$20.40	1	\$20.40

Subtotal **\$1,115.02**



**Total Recurring    \$1,115.02**



# Terms & Conditions

**Term of Agreement:**

This Service Order shall be binding as of the latter-dated signature below. The term of this Service Order, as set forth above in the "Service Details" section (the "Term"), shall commence on the date Customer's ordered Services are available for use by Customer (the "Service Commencement Date").

This Service Order is made subject to the terms and conditions of the master services agreement between Customer and GHD Orangeburg, LLC.

Notwithstanding anything to the contrary in the agreement between the parties, during the Term, all service fees identified above shall increase on each 12-month anniversary of the Service Commencement Date in an amount equal to the greater of three percent (3%) or CPI. Such increase shall be automatically invoiced to Customer upon each 12-month anniversary of the Service Commencement Date.

**Signatures:** IN WITNESS HEREOF, and acknowledging acceptance and agreement of the foregoing, Customer and GHD Orangeburg, LLC affix their signatures hereto.

<u>Customer</u>	<u>GHD Orangeburg, LLC</u>
_____	<u>John Bonczek, President</u>
Name-Title	_____
_____	_____
Signature	Signature
_____	_____
Date	Date

This Master Services Agreement is between GHD Orangeburg, LLC, a 1547 Datacenters – NY company, (“Service Provider”) and the undersigned customer (“Customer”). Service Provider and Customer agree as follows:

## 1. GOVERNING PROVISIONS.

1.1 This Agreement governs all orders executed by Customer and Service Provider (“Service Order(s)”) providing for Customer’s access to and use of any service (“Service”) provided to it by Service Provider. The agreement (“Agreement”) between Customer and Service Provider consists of this Master Services Agreement, Service Orders, and the Service Provider Addendum for each specific type of Service which Customer obtains from Service Provider (“Addendums”). Addendums for anticipated Services are attached hereto and incorporated herein by reference. Additional Addendums may be attached to Service Orders and shall be incorporated herein upon execution of such Service Orders. Note, if the terms are in direct conflict with other Agreement terms, the following order will prevail, Addendum terms, Customer Service Order, Amendments, Master Service Agreement, Statement of Work & Exhibits shall govern with respect to such Service to the extent required to resolve the conflict.

1.2. Customer may order additional Services pursuant to this Agreement. Service Provider may require execution of a Service Order for such additional Services which, upon execution by Customer and Service Provider, shall be deemed to be part of this Agreement. Service Provider may, at its option, permit Customer to add additional Services by Customer’s e-mail request. Such additional Services shall be deemed to be provided pursuant to the terms of this Agreement upon Service Provider making such additional Service available to Customer. Unless otherwise specified by Service Provider or this Agreement, the price of such additional Services added without a Service Order shall be the Service Provider then standard rates and the Term of the Service shall not be affected.

1.3. Customer may purchase a support plan from Service Provider which will entitle Customer to specified support for issues which are not Service Interruptions as defined in the applicable addendums.

## 2. INVOICING AND PAYMENT.

2.1. CHARGES. Customer shall pay in U.S dollars for all charges for Services. Charges for a Service shall commence to accrue on the Billing Commencement Date for the Service (as specified in the applicable Addendum). Monthly recurring charges will be invoiced to Customer in advance at the beginning of the month for which the charges accrue. Payments for Monthly recurring charges are due upon receipt of invoice. Non-recurring charges are due upon Effective Date of this agreement.

2.2. SECURITY DEPOSIT. Customer may be required to pay to Service Provider a security deposit. If Customer defaults under this agreement Service Provider may, without notice to Customer and without prejudice to Service Provider’s other remedies, apply part or all of the Security Deposit toward the cure of Customer’s default. Service Provider may co-mingle the Security Deposit with its own funds. Customer shall not be entitled to receive interest on the Security Deposit.

2.3 TAXES. Customer shall pay applicable taxes imposed by any taxing authority with respect to the Services, excluding any tax on Service Provider’s net income.

2.4. BILLING DISPUTES. If Customer believes a Service Provider bill contains an error, Customer shall notify Service Provider of the suspected error within sixty (60) days of the date of the disputed bill. Service Provider shall have no obligation to make any billing adjustment or refund for any errors for which Customer has not provided Service Provider timely notice. Disputed charges to the extent found to be in error shall not incur late fees.

2.5. LATE CHARGES AND COLLECTION COSTS. Charges not in dispute which are not paid by Customer within thirty (30) days of Service Provider’s invoice shall accrue a late fee which shall accrue daily at the rate of one and one-half percent (1 1/2%) per month until paid. Customer shall pay Service Provider’s reasonable costs of collection, including reasonable attorneys’ fees, incurred by Service Provider in collecting any charges payable to it by Customer.

## 3. TERM AND TERMINATION OF SERVICES PURSUANT TO A SERVICE ORDER.

3.1. TERM. The “Term” of Services provided pursuant to each Service Order shall initially be for the period specified in the applicable Service Order for such Services (“Initial Term”). The Initial Term of each Service Order shall commence on the date that Service Provider accepts the Service Order. Upon termination of its Term, the Service Order Term shall automatically renew for additional one-year Terms unless written notice of termination is provided by either party 30 days prior to the completion of a pending Term.

3.2. TERMINATION. Either Customer or Service Provider may terminate the Services pursuant to a Service Order for cause if: (1) the other party breaches a material term or condition of this Agreement or the Service Order and fails to cure the breach within thirty (30) days after receipt of written notice of the breach; (2) the other party fails to cure a payment default within five (5) days after written notice by Service Provider of the default; (3) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (4) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed within sixty (60) days of filing.

3.3. EARLY TERMINATION FEE. Except in the event of termination by Customer pursuant to section 3.2 or at the end of the Term by providing notice in accordance with section 3.1, Customer shall pay Service Provider, as liquidated damages and not as a penalty, an early termination fee equal to one hundred percent (100%) of the monthly service fee for the remaining portion of the Term.

3.4. EFFECT OF TERMINATION. At the end of the Term or upon termination of the Services by either party for any reason, Service Provider shall cease providing the Service pursuant to the affected Service Order. Customer’s obligations, including without limitation, to pay sums due and protect Proprietary Information, shall survive.

**4. PROHIBITED USE OF SERVICES AND LAW ENFORCEMENT ACTIVITIES.**

Customer shall not use any Service in a manner prohibited by law or that Service Provider reasonably determines may adversely affect a Service, Service Provider's systems, Service Provider suppliers or other Customers, the integrity and operation of Service Provider's business, or Service Provider's ability to provide Services to other Service Provider customers. Service Provider may terminate any Service without notification if Service Provider determines to its reasonable satisfaction that Customer has used the Service to engage in any prohibited activity or a situation exists which may result in a similar threat (e.g. a denial-of-service attack). Any such Service Provider action shall not be deemed to be a Service Interruption. Service Provider may cooperate with law enforcement agencies in any investigation related to the use of a Service Provider Service and investigate any complaint or reported violation of law or Service Provider's policies and take any action it deems is reasonably appropriate as a result of such investigations.

**5. EMERGENCY AND SCHEDULED MAINTENANCE.**

In the event of any change in Service Provider standard scheduled maintenance window, Service Provider will provide reasonable notice by email to Customer of scheduled maintenance affecting the Services and will use reasonable efforts to notify Customer of emergency maintenance affecting the Services, provided that Service Provider may perform emergency maintenance at any time, without advance notice to Customer. During scheduled and emergency maintenance periods, Service Provider's Services may be unavailable to Customer. Service unavailability during maintenance periods shall not be considered a Service Interruption for purposes of service level provisions.

**6. DISCLAIMER OF WARRANTY.**

SERVICE PROVIDER PROVIDES THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTIES THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

**7. LIMITATIONS OF LIABILITY.**

7.1 CUSTOMER'S EXCLUSIVE REMEDY FOR ANY FAILURE OF SERVICE PROVIDER'S OBLIGATIONS PURSUANT TO THIS AGREEMENT SHALL BE THE REMEDIES SET FORTH IN SECTION 3.2 ABOVE AND ANY CREDIT DUE PURSUANT TO ANY APPLICABLE SERVICE LEVEL AGREEMENT SET FORTH IN THE ADDENDUM FOR SUCH SERVICE.

7.2. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.3. IN NO EVENT SHALL SERVICE PROVIDER LIABILITY TO ANY CUSTOMER OR ANY THIRD PARTY IN ANY

CIRCUMSTANCE EXCEED THE AMOUNT OF FEES CUSTOMER ACTUALLY PAID TO SERVICE PROVIDER FOR SERVICES IN THE MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.

**8. POLICIES AND STATEMENTS.**

This Agreement incorporates by reference the following which are available on the Service Provider website: The Service Provider Acceptable Use Policy as modified from time to time and The Service Provider Privacy Statement as modified from time to time.

**9. USE OF NAME AND MARKS.**

Neither party will, without the prior written consent of the other party, use any trademark, service mark, brand name, copyright, patent or any other intellectual property of the other party or its respective affiliates. Service Provider's and Customer's name and trademarks are proprietary and nothing herein constitutes a license authorizing its use by the other party.

**10. INDEMNIFICATION.**

Customer shall indemnify and hold Service Provider harmless from and against any claims, damages, losses, liability, and expenses (including reasonable attorneys' fees) arising out of any violation of the Service Provider Acceptable Use Policy by Customer, its employees or contractors, anyone using the Services by or through Customer, or anyone authorized or permitted by Customer to access the Service Provider facilities.

**11. CONFIDENTIALITY.**

Customer acknowledges that the following Service Provider information is Service Provider proprietary information "Proprietary Information" whether or not reduced to writing and whether or not specifically identified as "proprietary" or "confidential:"

11.1. All information obtained by Customer as a result of access to the Service Provider colocation facilities, including without limitation information which could facilitate a security breach or disruption of or endanger Service Provider facilities, operations or systems; and

11.2. All Service Provider pricing and other provisions of this Agreement except to the extent information is posted by Service Provider on areas of its website which are publically accessible without restriction.

Customer shall not disclose any Proprietary Information or use it for its own benefit except as required to perform its obligations under this Agreement. Customer shall limit disclosure of Proprietary Information only to its employees and consultants having the need to know and shall take all reasonable steps to prevent any inadvertent or wrongful disclosure or use by such employees and consultants.

**12. PCI COMPLIANCE**

12.1 Service Provider acknowledges that it is responsible for the security of cardholder data to the extent that Service Provider has control of that data, and is responsible for the physical security of the systems that house cardholder data stored there by the customer. The customer acknowledges that they are responsible for determining the PCI DSS requirements applicable to them and their unique workloads

**13. TRANSFER; ASSIGNMENT.**

Customer will acquire Services solely for its own account, and not for resale or distribution in any manner. Customer may not assign or

transfer its rights and obligations under this Agreement without the prior written consent of Service Provider, which consent Service Provider may condition on Customer's agreement to remaining bound by the Agreement to pay Service Provider for Services utilized by Customer's assignee or transferee. Service Provider may assign or transfer its rights and obligations under this Agreement without Customer's consent.

**14. NOTICES.** Notices and other communications between Service Provider and Customer related to this Agreement or a Service governed by it may be delivered by email. Communications may be directed to Service Provider at noc@1547realty.com Customer shall provide Service Provider with a valid email address to be used by Service Provider for communications related to this Agreement and shall update that address as needed. Service Provider shall fulfill its notice obligations by providing Customer with notice at the email address most recently provided to Service Provider by Customer for use in providing notices pursuant to this Agreement.

**15. DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the state of New York. The location of any legal proceeding arising out of or related to the Services or this Agreement shall be in New York City, New York. The prevailing party in any legal proceeding arising out of or related to this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs incurred in the proceeding, including in any appellate proceedings.

**16. FORCE MAJEURE.** Service Provider shall not be in default under any provision of this Agreement or be liable for any delay, failure of performance or interruption of any Service resulting, directly or indirectly, from causes beyond Service Provider's reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; fire; fire suppression activities, flood; weather conditions; action of any governmental or military authority; national emergency; insurrection; riot; war; acts of terrorism or civil disturbance; strikes; lockouts; work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other Internet provider failure.

**17. SEVERABILITY.** If any part of this Agreement is found to be unenforceable or unlawful, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of the Agreement.

**18. ENTIRE AGREEMENT.** This Agreement, including all referenced documents, constitutes the entire agreement and understanding between the parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

This Agreement shall be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date").

Customer:  
\_\_\_\_\_, a \_\_\_\_\_ corporation  
Located at \_\_\_\_\_

GHD Orangeburg, LLC:  
GHD Orangeburg, LLC, a New York Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address for notices:  
\_\_\_\_\_

E-mail address for notices:  
legal@1547realty.com

## 1. ADDITIONAL TERMS & CONDITIONS FOR SERVICES.

This Addendum sets forth additional terms and conditions applicable to Customers who enter into a Master Services Agreement and Service Order with Service Provider to obtain colocation services ("Colocation Services") in a Service Provider colocation facility ("Facility").

**2. BILLING COMMENCEMENT DATE.** Service Provider will notify Customer when Service is available to Customer. Upon such notice, Customer shall comply with all security and orientation procedures. The first billing period for Service Provider Colocation Services shall begin ("Billing Commencement Date") on the earlier of (a) the date on which Service Provider grants the Customer access to a Service Provider Facility or (b) five days after the above notice of availability.

## 3. ACCESS TO AND USE OF COLOCATION FACILITIES.

3.1. Service Provider's Acceptable Use Policy ("AUP") includes protocols designed to keep Service Provider's colocation Facilities secure from access by unauthorized personnel and to preserve the security and integrity of the Facilities and the Service Provider and Customer equipment ("Customer Equipment") located in the Facilities. Customer shall be responsible for ensuring that Customer's personnel (whether employees or contractors) comply with the AUP. Without limitation, if Customer's personnel fail to secure a door or access point or device, Customer shall be responsible for any resulting damage which may arise out of unauthorized persons gaining access.

3.2. Only Customer personnel who have been registered and approved by Service Provider for access to a particular Facility are permitted access to that Facility. Prior to being granted access to a Facility, Customer personnel who are authorized to enter a Facility shall attend an orientation presentation and participate in security procedures required by the Facility. Customer acknowledges that Service Provider may condition access to its Facility by any individual upon that individual signing an agreement to comply with the provisions of the AUP.

3.3. Customer's access to and use of the Facility shall be solely in connection with Customer's utilization of Services and shall be limited to such access as is reasonably necessary for such use. Service Provider may, at any time further regulate access and/or require Customer's personnel to be escorted while in the Facility.

3.4. Customer's right to install or use equipment of any kind in a Facility is subject to Service Provider's approval which shall not be unreasonably withheld. Customer understands that the total weight of Customer's equipment will not exceed the designed structural weight limit of a Service Provider facility; 3,000 Lbs. Customer shall install, maintain and operate all Customer Equipment consistent with industry standards, manufacturer's specifications and the AUP. Customer shall permit Service Provider personnel to inspect the Customer Equipment and all wiring and network connections installed by Customer prior to Customer's operating the Equipment. Customer shall not take any action which would circumvent or make less efficient or effective any Service Provider monitoring, alarm, sensor, security or other equipment or systems.

3.5. To connect Customer Equipment to the Service Provider network, to other Customer Equipment located in the Facility, or to other network terminations available in the Facility, Customer shall execute a Service Order to use Service Provider provided connection services. Customer will not interconnect Customer Equipment with equipment of other Service Provider customers.

## 4. SERVICE PROVIDER ACCESS TO CUSTOMER SPACE.

4.1. Service Provider may inspect Customer's Colocation space ("Space") at any time without notice to Customer in order to operate, maintain, and secure the Facility. If, in Service Provider's reasonable judgment, the equipment has malfunctioned or created abnormal or unacceptable conditions, errors or faults in Service Provider's facility, network, systems or Services, Service Provider will notify Customer of the problem and require Customer to remedy it. If Service Provider determines that conditions in the Space constitute an emergency (e.g. if there is a risk to the operation of the Facility, provision of services to Service Provider or others or safety of other equipment or people), Service Provider may immediately disconnect or remove the equipment or other materials prior to such notice to Customer. Service Provider may also disconnect and remove equipment if Customer fails to correct a reported problem promptly upon notice. Once the problem is remedied to Service Provider's satisfaction, Customer may reconnect the equipment.

4.2. Service Provider may change the Cabinet(s) assigned to Customer and the location of Customer Equipment in a Facility, provided that the changes shall be based on Service Provider's reasonable business needs, including the reasonable needs of the other Service Provider customers. Service Provider shall provide Customer with at least thirty (30) days advance written notice of any change in the Cabinet(s) assigned to Customer. Customer shall cooperate in good faith with Service Provider to facilitate such changes. Service Provider shall be solely responsible for any costs and expenses incurred by Service Provider in connection with the relocation of Customer Equipment and will use commercially reasonable efforts, in cooperation with Customer, to minimize and avoid any interruption to Customer's access to the Services.

## 5. SERVICE PROVIDER'S RIGHTS ON CUSTOMER'S DEFAULT OR AT THE END OF THE TERM.

5.1. If Customer defaults in any obligation to Service Provider under the Agreement, Service Provider may deny Customer access to any Service Provider Facility or require Customer to enter a Facility only in the company of Service Provider personnel.

5.2. Prior to the end of the Term (whether due to early termination or expiration) Customer shall remove all cabling, wiring and appurtenances associated with the affected Service Order that were installed in the Facility by or at the request of Customer and all Customer equipment. If Customer fails to remove all such items, Customer shall pay Service Provider for the cost of removing it. Any Customer equipment left in a Service Provider Facility at the end of the applicable Term shall incur a storage charge of One Hundred and 00/100 (\$100.00) per day for each item of equipment. Any Customer equipment which has not been removed from a Facility within thirty (30) days of the end of the applicable Term shall be deemed to have been abandoned by Customer, and Service Provider may dispose of or use the Customer

equipment without liability to Customer for the value of the equipment or any data contained in it.

## **6. RISK OF LOSS AND INSURANCE.**

6.1. Service Provider shall not be responsible for any loss or damage to any Customer equipment or any other Customer property if the loss is not caused by the gross negligence or intentional act of Service Provider. To the extent Service Provider is liable for any damage to or loss of Customer equipment, such liability shall be limited solely to the lesser of the immediately prior two months recurring charges paid by Customer for Colocation Services at the affected facility or the then-current replacement value of the damaged equipment located within the affected facility, excluding without limitation the value of any lost data, software, firmware and related labor costs.

6.2. Customer shall keep in full force and effect during the term of any Service Order for Service Provider Colocation Services: (1) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage and (2) worker's compensation insurance in an amount not less than that required by applicable law.

**7. POWER CONSUMPTION.** Customer shall not exceed its Contracted Maximum Power Consumption ("CMPC") specified in the Service Order. Service Provider monitors Customer's power consumption. Service Provider will follow its standard practices in notifying Customer if it has exceeded its CMPC. If Customer's power usage exceeds the National Electrical Code (NEC) of 80% utilization for power circuits or its CMPC, Customer will have 30 days to either renegotiate its CMPC or reduce its power usage to a level which does not exceed its CMPC. If Customer's power capacity is not renegotiated or its power usage is not reduced within such 30-day period, then Service Provider may take other action, including charging Customer 150% for such additional power usage at its standard rates or disconnection of Customer's electrical service. If electrical service is metered, Customer agrees to compensate Service Provider for HVAC associated electrical costs (Cooling Percentage). The Cooling Percentage is based off of Customer's overall metered electrical consumption and is stated in the Service Order. Service Provider may pass through to Customer Local Utility increases for power at any time during the contract term.

**8. NOT A LEASE.** Service Provider's provision of Colocation Services shall not be construed to create a lease or a tenant-landlord relationship between Service Provider and Customer. Service Provider's Colocation Services solely permit Customer to have Customer Equipment hosted in a Facility.

## **9. SERVICE LEVEL AGREEMENT (SLA).**

9.1. OBJECTIVE. Service Provider strives to obtain a 100% Power availability SLA for Customers with an A+B power circuit configuration in their cabinet(s). Customers who only have a single power circuit to their cabinet(s), Service Provider Power availability SLA is 99.99% Service Provider shall use commercially reasonable efforts to maintain the temperature conditions and power availability in the Facility where Customer's equipment is colocated consistent with industry standards.

9.2. SERVICE INTERRUPTION. Customer shall be deemed to have experienced a Service Interruption if: as a result of the failure of Service Provider-controlled equipment or personnel, the median temperature probe reading ("Reading") in a Facility exceeds 92 degrees Fahrenheit for at least 30 minutes; or as a result of the failure of Service Provider-

controlled equipment or personnel, experiences an unavailability of electrical power to its Space for at least five (5) consecutive seconds not caused by Customer's Equipment, Customer or its contractor.

If then current ASHRAE specifications for data centers establish a maximum operating temperature of greater than 92 degrees Fahrenheit, Service Provider may, at its discretion, use such temperature in lieu of 92 degrees for purposes of this section.

9.3. SERVICE PROVIDER RESPONSE TO SERVICE INTERRUPTIONS. Service Provider will commence efforts to resolve the Service Interruption within thirty (30) minutes after Service Provider learns of it. If the source of the Service Interruption is within the sole control of Service Provider, Service Provider will attempt to remedy the Service Interruption within one (1) hour of determining the source. If the source involves third parties, Service Provider will use commercially reasonable efforts to promptly notify such third parties and cooperate to resolve the problem.

9.4. CUSTOMER'S REMEDIES FOR SERVICE INTERRUPTIONS. Upon experiencing a Service Interruption, provided that Customer is current on all payments due to Service Provider at the time of the Service Interruption, Customer shall be entitled to obtain the issuance of an out-of-service credit by submitting a request to [noc@1547realty.com](mailto:noc@1547realty.com) within one business day of the Service Interruption. The temperature out-of-service credit for each 24-hour period in which there are one or more Service Interruptions shall be in the amount of one thirtieth (1/30) of the monthly recurring charges paid by Customer for the affected Services governed by this Addendum at the affected Facility. The electrical power out-of-service credit for each 24-hour period in which there are one or more Service Interruptions, not caused by Customer's Equipment, Customer or its contractor, shall be based on the following; 100% SLA is >0 -20 minutes = 5%, 20 minutes to 45 minutes = 10 %, 45 minutes to 60 minutes = 25%, more than 60 minutes = 50%. 99.99% SLA is >0-20 minutes = 0%, 20 minutes to 45 minutes = 5%, 45 minutes to 60 minutes = 10%, more than 60 minutes = 25%. The maximum out-of-service credit a Customer may receive for Service Interruptions affecting any Service in any calendar month shall not exceed Customer's monthly recurring charge for the affected Service governed by this Addendum. Any out-of-service credits shall be applied to the following month's charges for the Services affected by the Service Interruption. In the event of a dispute between Service Provider and Customer regarding whether Customer experienced an Electrical Service Interruption, Customer shall provide evidence to Service Provider which establishes the unavailability of electrical power to Customer's Space to Service Provider's reasonable satisfaction. Customer's rights, set forth in this Section to obtain out-of-service credits for a Service Interruption shall be Service Provider's sole liability to Customer for Service Interruptions experienced by Customer.



# Blauvelt Volunteer Fire Company, Inc.

548 WESTERN HIGHWAY • BLAUVELT, NEW YORK 10913-1314

Administration Office

(845) 398-3929  
Fax (845) 359-8569

Date: 10-21-2019

Supervisor and Councilpersons  
Town of Orangetown  
Town Hall  
Orangeburg, NY 10962

Dear Members of the Board,  
At the 10-21-2019 meeting of The Blauvelt Volunteer Fire Company Inc. the following person or persons were elected to the positions indicated and as such are submitted for you approval.

<u>NAME / ADDRESS</u>	<u>TITLE</u>
1) Robert S. Armstrong 14 DeLongis Court Sparkill, NY 10976	Firefighter
2) _____ _____ _____	_____
3) _____ _____ _____	_____

TOWN OF ORANGETOWN  
2019 NOV -7 A 10: 52  
TOWN CLERK'S OFFICE

If you have any questions regarding this matter please contact Chairman Robert Clifford at your earliest convenience at 845-709-3838.

Respectfully,

Robert Clifford, Chairman  
Board of Directors  
Blauvelt Volunteer Fire Co. Inc.

Cc: Town Clerk

PLEASE RETURN A COPY OF THIS FORM STAMPED RECEIVED TO THE BLAUVELT VOLUNTEER FIRE CO. INC., CARE OF THE BOARD OF DIRECTORS.