RESOLUTION AMENDING THE 2025 ADOPTED TOWN BUDGET

WHEREAS, the Town Board of the Town of Union Vale previously authorized the establishment of a Municipal Public Library by Resolution No. 31-2022 and, in consequence thereof, a Provisional Charter was granted by the New York State Education Department on or about July 15, 2024; and

WHEREAS, the Town of Union Vale Public Library has not yet been registered as a Public Library by the New York State Education Department; and

WHEREAS, the Town Clerk of the Town of Union Vale, on or about July 31, 2024, received a petition of the qualified voters pursuant to Education Law § 268 to place the question of abolishing the Town of Union Vale Public Library on the November 5, 2024 election ballot; and

WHEREAS, with the assistance of the Attorney to the Town, the Town Clerk certified the ballot proposition and filed the same with the Dutchess County Board of Elections on or about August 5, 2024; and

WHEREAS, the Dutchess County Board of Elections, on or about December 5, 2024, certified the November 5, 2024 election results in which the voters of the Town of Union Vale voted to not own and operate a Public Library; and

WHEREAS, the Town Board adopted the 2025 Town Budget by motion at the November 20, 2024 Regular Town Board Meeting; and

WHEREAS, the Town Board, at the same meeting on November 20, 2024, approved multiple last minute budget amendments to provide additional funds to the Town of Union Vale Public Library in derogation of the vote of the Town of Union Vale electorate; and

WHEREAS, in order to provide additional funds for the Library, the Town Board also defunded budget lines, reducing certain operating budgets below levels sufficient to meet the Town's obligations for calendar year 2025; and

WHEREAS, reducing budget lines below what is necessary to meet current obligations is not permitted under the law; and

WHEREAS, the Town Board has no authority to invalidate, ignore or by-pass the certified election results on the ballot proposition; and

WHEREAS, the Town Board now desires to amend the budget to restore moneys required to meet its obligations for calendar year 2025 and to comply with the vote of the electorate not to own and operate the Town of Union Vale Public Library.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
- 2. The Town Board of the Town of Union Vale hereby amends the 2025 Adopted Budget as follows:

Appropriations:

Increase

Account	Department	Amount
A.1310.1	Finance Personnel	\$11,955.00
A.3120.1	Constable Personnel	\$10,050.00
A.7110.1	Parks	\$11,710.00
A.7020.1	Recreation Personnel	\$ 7,440.00
A.7141.1	Summer Camps Personnel	\$25,938.00
Total		\$67,093.00

Decrease

Account	Department	Amount
A.7410.4	Library Contractual	\$67,093.00
Total		\$67,093.00

3. The Town Board of the Town of Union Vale, in making the above budget amendments, has left sufficient funds in the Library lines to meet its 2025 obligations based upon prior years' spending and to wind-up the affairs of the Library.

INTRODUCED	
SECONDED	
The foregoing resolution was put to a vote which	resulted as follows:
Supervisor Frazier	
Councilmember Durland	
Councilmember Harrington	
Councilmember McGivney	
Councilmember Welsh	
Dated: Union Vale, New York	
March 19, 2025	
	ANDREA CASEY, TOWN CLERK

RESOLUTION AUTHORIZING CONTRACT FOR TOWN OF UNION VALE WEBSITE REDESIGN AND HOSTING SERVICES

WHEREAS, the Town of Union Vale maintains a website which requires frequent updates to provide the most current information to Town residents and other interested persons; and

WHEREAS, the Town of Union Vale does not currently have staff available with the technical expertise to design and maintain the website; and

WHEREAS, the Town Board received a proposal from Cirrus Digital Technology LLC for the redesign and hosting of a new website; and

WHEREAS, the services to be provided by Cirrus Digital Technology LLC constitute professional services which are exempt from the bidding requirements under General Municipal Law § 103 and the Town of Union Vale's Procurement Policy; and

WHEREAS, the Town Board determines that it is in the best interest of the Town to enter into a contract with Cirrus Digital Technology LLC for website redesign and hosting services.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
- 2. The Town Board of the Town of Union Vale hereby authorizes a contract with Cirrus Digital Technology LLC for website redesign and hosting services.
- 3. The Town Board hereby authorizes and directs the payment for such services to be paid from the ______ Budget Line No. _____ in accordance with the proposal annexed hereto.
- 4. The Town Board hereby authorizes the Town Supervisor to execute the contract for website redesign and hosting services, after review by the Attorney to the Town, and in accordance with the annexed proposal.

INTRODUCED _		
SECONDED		

The foregoing resolution was put to a vote with	ch resulted as follows.
Supervisor Frazier	
Councilmember Durland	
Councilmember Harrington	
Councilmember McGivney	***
Councilmember Welsh	
Dated: LaGrangeville, New York March 19, 2025	
	ANDREA CASEY, TOWN CLERK

CIRRUS DIGITAL TECHNOLOGY LLC.



WEBSITE PROPOSAL FOR THE TOWN OF UNION VALE, NEW YORK

OVERVIEW

Cirrus Digital Technology, LLC is pleased to submit this proposal for services to support the Town of Union Vale, New York in achieving its goals of updating and hosting a new website.

The Objective

- 1. Design, build and launch a new website to replace the existing site at http://www.unionvaleny.us/
- Design site in accordance with Web Content Accessibility Guidelines (WCAG) 2.1 AA that aligns with ADA Section 508 for compliance.
- 3. Review with Town Officials' information necessary to publish items and maintain compliance with WCAG 2.1 AA
- 4. Site design to meet all additional requirements identified in the Request for Proposal Town of Union Vale Website Design dated January 20, 2025
- 5. Work with Town Officials to identify, remove, or update information to be placed on the new site.
- 6. Assist with obtaining .gov extension and pointing to the hosting server.

SCOPE OF SERVICES AND MILESTONES

Scope of Services

- Design and build a new website using open-source Word Press
 CMS (Content Management System) and a selected template.
- Design will be fully responsive and display properly across
 Desktops, Tablets, and Mobile Devices.
- The site will be designed to WCAG 2.1 AA specifications
- The site will be deployed to a cloud-hosted platform
- The site will be backed up on a regular basis.
- Identified Town staff members will be trained in the use of the CMS, allowing them to publish and update information on the site.
- Provide continuing support for software updates and technical issues and for website accessibility or publishing problems.

Milestones

- Agreement signed by all parties
- Initial meeting to discuss project and review template designs
- Coordinate material to be updated or added to new site
- Initial site design to be reviewed by the Town
- Full Testing of Site
- Final Review of the site by the Town
- Final review and written approval of the site by the Town
- Staff training on the CMS
- Site Live

- Setup initial meeting to discuss site details
- Identify information from Old Site to be retained/updated
- Identify new information to be added to the new site
- Organize and refine content
- Site build
- Initial review by town
- Content review and setup for SEO (Search Engine Optimization)
- Configure Google Analytics to measure site traffic and performance
- Train Town staff in Word Press CMS to allow for editing and publishing information to the site.
- Provide on-going information and technical training during the site build
- Maintain site software/updates and technical standards
- Set up meetings as necessary to discuss published content and any development issues.
- Site reviews and content information to be provided in a timely manner.

- 1. A fully operational website designed to specifications with the following features and capabilities.
 - a. Responsive website that displays across all standard platforms. Desktops, Tablets and Smartphones
 - b. Site designed to meet WCAG 2.1 AA standards.
 - c. Site designed on Open-Source Word Press CMS allowing for updating, editing, and publishing without knowledge of programming languages.
 - d. Site design includes, or provides links to required information such as Contacts, Calendar of Events, News Releases, Printable or form fillable PDF's and other items as specified in the request for proposal.
- 2. The site will be Cloud-Hosted and managed by the Cirrus Digital Server Team.
- 3. Ongoing support will be provided for the website, server, and any third-party applications that may be employed now or in the future.
- 4. Cirrus Digital can also provide, if requested, one three-hour drone photography session to provide arial photography or video that can be used on the site.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 45 days from the date of this proposal:

Services Cost Category #1	Price
Website Design and Build	\$7,500.00
Total Services Category #1 Costs	Ć7.500.00
Services Cost Category #2	\$7,500.00
Hosting Fees (Annual)	\$2,500.00

Terms:

The Website Design and Build can be paid over 36 months at \$209.00 per month with the Annual Hosting Fees paid at \$209.00 per month. 0% Interest

Months 1-36 \$418.00 per month

Months 36+ \$209.00 per month

CONCLUSION

We look forward to working with the Town of Union Vale, New York and supporting your efforts to reach the town residents with vital information.

We are confident that we can help you meet the challenges and stand ready to partner with you in delivering an effective IT support solution.

If you have any questions on this proposal, or require any additional information please feel free to contact me at rimaines@cirrusdigital.net or by phone at 914.213.4594.

Thank you for your consideration.

Robert J. Maines Jr.
Cirrus Digital Technology, LLC

RESOLUTION AUTHORIZING HOME RULE REQUEST TO AUTHORIZE THE TOWN OF UNION VALE TO ALIENATE AND DISCONTINUE USE OF CERTAIN PARKLANDS

WHEREAS, the Town Board of the Town of Union Vale believes that leasing space on Town lands for telecommunications purposes would enhance the general prosperity and economic welfare of the residents of the Town of Union Vale; and

WHEREAS, the Town desires to alienate and discontinue the use of certain parklands and lease at fair market value to Homeland Towers, LLC for a term not to exceed 40 years for the purpose of operating a radio transmission tower facility; and

WHEREAS, the lands to be alienated consists of an approximate .121 acre parcel to be leased for the tower placement and an approximate .129 acre parcel for an easement to provide access to the tower which are described in detail and annexed hereto and made a part hereof; and

WHEREAS, the request has been forwarded to the New York State Assembly and the New York State Senate; and

WHEREAS, pursuant to Assembly Bill A08297 and Senate Bill S5224, the proposed legislation has been submitted to the New York State Legislature for the purposes of adopting the enabling legislation to permit the Town of Union Vale to alienate and discontinue the use of certain parklands and lease at fair market value to Homeland Towers, LLC for a term not to exceed 40 years for the purpose of operating a radio transmission tower facility, copies of which are annexed hereto and made a part hereof; and

WHEREAS, the revenues generated from said leasing would be used solely for the acquisition of new parklands and/or towards capital improvements to existing parkland and recreational facilities.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
- 2. The Town Board of the Town of Union Vale hereby issues this Home Rule Request, effective March 19, 2025, in support and passage of Assembly Bill A08297 and Senate Bill S5224.

3. The Town Clerk is hereby authorized	zed to transmit a Home Rule Request form and
a certified copy of this Resolution to the Home R	ule Counsel of the New York State Legislature
requesting the introduction and adoption of the at	forementioned Bills.
INTRODUCED	
CECONDED	
SECONDED	
The foregoing resolution was put to a vote which	resulted as follows:
Supervisor Frazier	
Councilmember Durland	
Councilmember Harrington	
Councilmember McGivney	
Councilmember Welsh	Same of the same o
Dated: LaGrangeville, New York March 19, 2025	
	ANDREA CASEY, TOWN CLERK

LEASE AREA

BEEKMAN II 43 DEFOREST LANE, BEEKMAN, NY

A certain Lease Area located East of Deforest Lane in the Town of Beekman, County of Dutchess, New York; containing 5,250.00 square feet (0.121 acre) more or less of land. Located within land of the grantors described in book 1377 page 66. Said parcel is described as follows:

Beginning at the Northwesterly Corner of a Lease Area herein described; said point being S 46°54'51"E 395.94 feet from a Northwest corner of the Parent Parcel: thence along the bounds of said lease area the following four (4) courses and distances:

S 80°09'23" W 75.00 feet to a point, thence;

S 09°05'37" E 70.00 feet to a point, thence;

N 80°09'23" E 75.00 feet to a point, thence;

N 09°05'37" W 70.00 feet to the point of beginning;

Parcel Contains:

5,250.00 square feet (0.120 acre) more or less of land

<u>EASEMENT AREA A -</u> BEEKMAN II 43 DEFOREST LANE, BEEKMAN, NY

A 12-foot-wide by 470 foot easement for vehicular and pedestrian access to Lease Area A and for utilities to service the structures in Lease Area A along the existing roadway which runs from DeForest Lane to the Lease Area A, said easement area being described as follows:

A certain Access Drive located East of Deforest Lane in the Town of Beekman, County of Dutchess, New York; containing 5621.637 square feet (0.129 acre) more or less of land. Located within land of the grantors described in book 1377 page 66. Said parcel is described as follows:

Beginning at a point on the west bounds of a Lease Area, said point being N 09°50'37" E a distance of 26.86 feet from the southwest corner of said Lease Area; running thence westerly along the southerly bounds of said Access Drive the following nine courses and distances:

- 1) on a curve to the left, with a radius of 10.00 feet, an arc length of 15.71 feet and a Delta angle of 89°59'46";
- 2) N 80°09'23" W 11.41 feet to a point, thence;
- 3) on a curve to the left, with a radius of 94.00 feet, an arc length of 9.52 feet and a Delta angle of 05°48'13";
- 4) N 85°57'35" W 101.13 feet to a point, thence;
- 5) on a curve to the left, with a radius of 150.00 feet, an arc length of 49.82 feet and a Delta angle of 19°01'44":
- 6) S 75°00'40" W 165.12 feet to a point, thence;
- 7) on a curve to the left, with a radius of 33.08 feet, an arc length of 25.82 feet and a Delta angle of 44°43'07";
- 8) S 30°17'21" W 39.62 feet to a point, thence;
- 9) on a curve to the right, with a radius of 77.45 feet, an arc length of 49.96 feet and a Delta angle of 36°57'24";

To a point on the easterly edge of Deforest Lane; running thence N 14°04'26" W along the easterly edge of Defroest Lane a distance of 12.09 feet to a point; continuing thence easterly along the northerly bounds of said Access Drive the following nine courses and distances:

- 1) on a curve to the left, with a radius of 65.45 feet, an arc length of 40.85 feet and a Delta angle of 35°45'39";
- 2) N 30°17'21" E 39.16 feet to a point, thence;
- 3) on a curve to the right, with a radius of 45.08 feet, an arc length of 35.18 feet and a Delta angle of 44°43'13";
- 4) N 75°00'38" E 165.12 feet to a point, thence;
- 5) on a curve to the right, with a radius of 162.00 feet, an arc length of 53.80 feet and a Delta angle of 19°01'44";
- 6) S 85°57'35" E 101.13 feet to a point, thence;
- 7) on a curve to the right, with a radius of 106.00 feet, an arc length of 10.74 feet and a Delta angle of 05°48'13";
- 8) S 80°09'23" E 11.41 feet to a point, thence;
- 9) on a curve to the left, with a radius of 10.00 feet, an arc length of 15.71 feet and a Delta angle of 90°00'00";

To a point on the west bounds of said Lease Area; running thence South 09°50'37" West along the west bounds of said Lease Area a distance of 32.00 feet to the point of beginning;

Parcel Contains: 5,621.637 square feet (0.129 acre) more or less of land

A08297 Summary:	
BILL NO	A08297
SAME AS	SAME AS \$06501
SPONSOR	Lalor
COSPNSR	
MLTSPNSR	
Authorizes the town of Union Vale, county of Dutchess certain parklands.	s, to alienate and discontinue the use of
Go to top	
A08297 Memo:	
NEW YORK STATE ASSEMBLY MEMORANDUM IN SUPPORT OF LEGISLATION submitted in accordance with Assembly Rule III, Se	ec 1(f)

BILL NUMBER: A8297

SPONSOR: Lalor

TITLE OF BILL: An act to authorize the town of Union Vale, county of Dutchess, to alienate and discontinue the use of certain parklands

PURPOSE OR GENERAL IDEA OF BILL:

To authorize the Town of Union Vale to alienate a parcel of parkland in Tymor Park for the purpose of leasing the parkland for a cell phone tower for the revenue to be invested back into Tymor Park.

SUMMARY OF PROVISIONS:

Section 1 authorizes the town of Union Vale, in the county of Dutchess, acting by and through its governing body, and upon such terms and conditions as determined by such body, is hereby authorized to discontinue as parklands and to lease at fair market value to Homeland Towers for an initial term of ten years with the right to extend up to six five-year renewals the lands more particularly described in section three of this act for the placement and operation of a wireless communication tower. The authorization provided in section one of this act shall be effective only upon the condition that the town of Union Vale dedicate an amount equal to or greater than the fair market value of the parklands being discontinued towards the acquisition of new parklands and/or towards capital improvements to existing parkland and recreational facilities.

Section 2 states that the authorization granted in section one of this act shall take effect only upon the condition that the town of Union

Vale dedicates an amount equal to or greater than the fair market value of the parklands being discontinued towards the acquisition of new parklands and/or towards capital improvements to existing parkland and recreational facilities.

Section 3 describes the legal description of the lands being discontinued and leased.

Section 4 states that the lands described in section three ceased to be used for the purposes described in section one of this act, the lease shall terminate and those lands shall revert back to the town of Union Vale for public park and recreational purposes. At the time of such reversion, the removal of such wireless communication tower shall take place and the property shall be returned to its previous state, consistent with park and recreational purposes.

Section 5 states that if the town of Union Vale received any funding support or assistance from the federal government to purchase, maintain or improve the parklands set forth in section three of this act, the discontinuance and alienation of the parkland authorized by the provisions of this act shall not occur until the town of Union Vale has complied with any federal requirements pertaining to the alienation or conversion of parkland including satisfying the secretary of the interior that the alienation or conversion complies with all conditions deemed necessary to assure the substitution of other lands shall be equivalent in fair market value and usefulness to the parkland being alienated or converted.

JUSTIFIC	ATION	
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The Town of Union Vale, in the County of Dutchess, passed a resolution requesting New York State legislature to introduce legislation authorizing the Town of Union Vale to alienate 5,250 square feet of parkland in Tymor Park by entering into a ground lease for a cell tower.

PRIOR LEGISLATIVE HISTORY:
New bill.
FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS:
No fiscal note.
EFFECTIVE DATE:
This shall take effect immediately.
Go to top

STATE OF NEW YORK

A08297 Text:

2019-2020 Regular Sessions

IN ASSEMBLY

June 13, 2019

Introduced by M. of A. LALOR -- read once and referred to the Committee on Local Governments

AN ACT to authorize the town of Union Vale, county of Dutchess, to alienate and discontinue the use of certain parklands

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Subject to the provisions of this act, the town of Union
- 2 Vale, in the county of Dutchess, acting by and through its governing
- 3 body, and upon such terms and conditions as determined by such body, is
- 4 hereby authorized to discontinue as parklands and to lease at fair
- 5 market value to Homeland Towers for an initial term of ten years with
- 6 the right to extend up to six five-year renewals the lands more partic-
- 7 ularly described in section three of this act for the placement and
- 8 operation of a wireless communication tower <u>necessary to the operation of recreation and nature conservancy programs</u>.
 - 9 § 2. The authorization provided in section one of this act shall be

- 10 effective only upon the condition that the town of Union Vale dedicates
- 11 an amount equal to or greater than the fair market value of the park-
- 12 lands being discontinued towards the acquisition of new parklands and/or
- 13 towards capital improvements to existing parkland and recreational
- 14 facilities.
- 15 § 3. The lands authorized by section one of this act to be discontin-
- 16 ued as parklands and leased are described as follows:
- 17 **LEASE AREA A -**
- 18 Said Lease Area A containing approximately 5,250 square feet or .120
- 19 acres of land within a parcel, located East of Deforest Lane in the Town
- 20 of Beekman, County of Dutchess, New York. Located within the land of
- 21 grantors described in book 1377, page 66. More particularly described
- 22 as follows:
- 23 Beginning at the Northwesterly Corner of Lease Area A herein
- 24 described; said point being S. 46° 54' 51" E, 395.94 feet from a north-
- 25 west corner of the parent parcel to the place and point of beginning;

EXPLANATION--Matter in **italics** (underscored) is new; matter in brackets

[] is old law to be omitted.

LBD13276-01-9

A. 8297

2

- 1 Thence S 80° 09' 23" W for 75 feet to a point; Thence S 09° 05' 97" E
- 2 for 70 feet to a point; Thence N 80° 09' 23" E for 75 feet to a point;
- 3 Thence N 09° 05' 97" W for 70 feet to the point of beginning.
- 4 EASEMENT AREA A -
- 5 BEEKMAN II 43 DEFOREST LANE, BEEKMAN, NY
- 6 A 12-foot-wide by 470-foot easement for vehicular and pedestrian
- 7 access to Lease Area A and for utilities to service the structures in

- 8 Lease Area A along the existing roadway which runs from Deforest Lane to
- 9 the Lease Area A, said easement area being described as follows:
- 10 A certain Access Drive located East of Deforest Lane in the Town of
- 11 Beekman, County of Dutchess, New York; containing 5621.637 square feet
- 12 (0.129 acre) more or less of land. Located within land of the grantors
- 13 described in book 1377 page 66. Said parcel is described as follows:
- 14 Beginning at a point on the west bounds of a Lease Area, said point
- 15 being N 09°50'37" E a distance of 26.86 feet from the southwest corner
- 16 of said Lease Area; running thence westerly along the southerly bounds
- 17 of said Access Drive the following nine courses and distances:
- 18 1) on a curve to the left, with a radius of 10.00 feet, an arc length
- 19 of 15.71 feet and a Delta angle of 89°59'46";
- 20 2) N 80°09'23" W 11.41 feet to a point, thence;
- 21 3) on a curve to the left, with a radius of 94.00 feet, an arc length
- 22 of 9.52 feet and a Delta angle of 05°48'13";
- 23 4) N 85°57'35" W 101.13 feet to a point, thence;
- 24 5) on a curve to the left, with a radius of 150.00 feet, an arc length
- 25 of 49.82 feet and a Delta angle of 19°01'44";
- 26 6) S 75°00'40" W 165.12 feet to a point, thence;
- 27 7) on a curve to the left, with a radius of 33.08 feet, an arc length
- 28 of 25.82 feet and a Delta angle of 44°43'07";
- 29 8) \$ 30°17'21" W 39.62 feet to a point, thence;
- 30 9) on a curve to the right, with a radius of 77.45 feet, an arc length
- 31 of 49.96 feet and a Delta angle of 36°57'24";
- 32 To a point on the easterly edge of Deforest Lane; running thence N
- 33 14°04'26" W along the easterly edge of DeForest Lane a distance of 12.09
- 34 feet to a point; continuing thence easterly along the northerly bounds
- 35 of said Access Drive the following nine courses and distances:
- 36 1) on a curve to the left, with a radius of 65.45 feet, an arc length

- 37 of 40.85 feet and a Delta angle of 35°45'39";
- 38 2) N 30°17'21" E 39.16 feet to a point, thence;
- 39 3) on a curve to the right, with a radius of 45.08 feet, an arc length
- 40 of 35.18 feet and a Delta angle of 44°43'13";
- 41 4) N 75°00'38" E 165.12 feet to a point, thence;
- 42 5) on a curve to the right, with a radius of 162.00 feet, an arc
- 43 length of 53.80 feet and a Delta angle of 19°01'44";
- 44 6) S 85°57'35" E 101.13 feet to a point, thence;
- 45 7) on a curve to the right, with a radius of 106.00 feet, an arc
- 46 length of 10.74 feet and a Delta angle of 05°48'13";
- 47 8) S 80°09'23" E 11.41 feet to a point, thence;
- 48 9) on a curve to the left, with a radius of 10.00 feet, an arc length
- 49 of 15.71 feet and a Delta angle of 90°00'00";

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- 50 To a point on the west bounds of said Lease Area; running thence South
- 51 09°50'37" West along the west bounds of said Lease Area a distance of
- 52 32.00 feet to the point of beginning;
- 53 Parcel Contains: 5,621.637 square feet (0.129 acre) more or less of
- 54 land
- 55 § 4. Should the lands described in section three of this act cease to
- 56 be used for the purposes described in section one of this act, the lease
 - A. 8297
- 1 shall terminate and those lands shall revert to the town of Union Vale
- 2 for public park and recreational purposes. At the time of such rever-
- 3 sion, the removal of such wireless communication tower shall take place
- 4 and the property shall be returned to its previous state, consistent
- 5 with park and recreational purposes.
- 6 § 5. In the event that the town of Union Vale received any funding
- 7 support or assistance from the federal government for the purchase,

- 8 maintenance or improvement of the parklands set forth in section three
- 9 of this act, the discontinuance and alienation of such parkland author-
- 10 ized by the provisions of this act shall not occur until the town of
- 11 Union Vale has complied with any federal requirements pertaining to the
- 12 alienation or conversion of parkland, including satisfying the secretary
- 13 of the interior that the alienation or conversion complies with all
- 14 conditions which the secretary of the interior deems necessary to assure
- 15 the substitution of other lands shall be equivalent in fair market value
- 16 and usefulness to the lands being alienated or converted.
- 17 § 6. This act shall take effect immediately.

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A08297 LFIN:

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Sitemap

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STATE OF NEW YORK

5224

2025-2026 Regular Sessions

IN SENATE

February 19, 2025

Introduced by Sen. ROLISON -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to authorize the town of Union Vale, county of Dutchess, to alienate and discontinue the use of certain parklands

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- Section 1. Subject to the provisions of this act, the town of Union Vale, in the county of Dutchess, acting by and through its governing body, and upon such terms and conditions as determined by such body, is 4 hereby authorized to discontinue as parklands and to lease at fair 5 market value to Homeland Towers for an initial term of ten years with 6 the right to extend up to six five-year renewals the lands more partic-7 ularly described in section three of this act for the placement and operation of a wireless communication tower.
- § 2. The authorization provided in section one of this act shall be 10 effective only upon the condition that the town of Union Vale dedicates 11 an amount equal to or greater than the fair market value of the parklands being discontinued towards the acquisition of new parklands and/or 13 towards capital improvements to existing parkland and recreational 14 facilities.
- 15 § 3. The lands authorized by section one of this act to be discontin-16 ued as parklands and leased are described as follows:

LEASE AREA A -

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- Said Lease Area A containing approximately 5,250 square feet or .120 19 acres of land within a parcel, located East of Deforest Lane in the Town 20 of Beekman, County of Dutchess, New York. Located within the land of 21 grantors described in book 1377, page 66. More particularly described 22 as follows:
- Beginning at the Northwesterly Corner of Lease Area A herein described; said point being S. 46° 54' 51" E, 395.94 feet from a north-23 25 west corner of the parent parcel to the place and point of beginning;

EXPLANATION -- Matter in italics (underscored) is new; matter in brackets [] is old law to be omitted.

LBD09606-01-5



S. 5224 2

Thence S 80° 09' 23" W for 75 feet to a point; Thence S 09° 05' 97" E for 70 feet to a point; Thence N 80° 09' 23" E for 75 feet to a point; Thence N 09° 05' 97" W for 70 feet to the point of beginning.

Parcel Contains: 5,250.00 square feet (0.120 acre) more or less of 5

EASEMENT AREA A -

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48 49 BEEKMAN II 43 DEFOREST LANE, BEEKMAN, NY

A 12-foot-wide by 470-foot easement for vehicular and pedestrian access to Lease Area A and for utilities to service the structures in Lease Area A along the existing roadway which runs from Deforest Lane to the Lease Area A, said easement area being described as follows:

A certain Access Drive located East of Deforest Lane in the Town of Beekman, County of Dutchess, New York; containing 5621.637 square feet (0.129 acre) more or less of land. Located within land of the grantors described in book 1377 page 66. Said parcel is described as follows:

Beginning at a point on the west bounds of a Lease Area, said point 17 being N 09°50'37" E a distance of 26.86 feet from the southwest corner of said Lease Area; running thence westerly along the southerly bounds of said Access Drive the following nine courses and distances:

- 1) on a curve to the left, with a radius of 10.00 feet, an arc length 20 of 15.71 feet and a Delta angle of 89°59'46";
 - 2) N 80°09'23" W 11.41 feet to a point, thence;
- 3) on a curve to the left, with a radius of 94.00 feet, an arc length 24 of 9.52 feet and a Delta angle of 05°48'13";
 - 4) N 85°57'35" W 101.13 feet to a point, thence;
 - 5) on a curve to the left, with a radius of 150.00 feet, an arc length of 49.82 feet and a Delta angle of 19°01'44";
 - 6) S 75°00'40" W 165.12 feet to a point, thence;
- 7) on a curve to the left, with a radius of 33.08 feet, an arc length 30 of 25.82 feet and a Delta angle of 44°43'07";
 - 8) S 30°17'21" W 39.62 feet to a point, thence;
- 32 9) on a curve to the right, with a radius of 77.45 feet, an arc length 33 of 49.96 feet and a Delta angle of 36°57'24";
 - To a point on the easterly edge of Deforest Lane; running thence N 14°04'26" W along the easterly edge of DeForest Lane a distance of 12.09 feet to a point; continuing thence easterly along the northerly bounds of said Access Drive the following nine courses and distances:
- 38 1) on a curve to the left, with a radius of 65.45 feet, an arc length 39 of 40.85 feet and a Delta angle of 35°45'39";
 - 2) N 30°17'21" E 39.16 feet to a point, thence;
 - on a curve to the right, with a radius of 45.08 feet, an arc length of 35.18 feet and a Delta angle of 44°43'13";
 - N 75°00'38" E 165.12 feet to a point, thence;
- 5) on a curve to the right, with a radius of 162.00 feet, an arc 44 length of 53.80 feet and a Delta angle of 19°01'44"; 45
 - 6) S 85°57'35" E 101.13 feet to a point, thence;
 - 7) on a curve to the right, with a radius of 106.00 feet, an arc length of 10.74 feet and a Delta angle of 05°48'13";
 - 8) S 80°09'23" E 11.41 feet to a point, thence;
- 50 9) on a curve to the left, with a radius of 10.00 feet, an arc length 51 of 15.71 feet and a Delta angle of 90°00'00";
- 52 To a point on the west bounds of said Lease Area; running thence South 09°50'37" West along the west bounds of said Lease Area a distance of 54 32.00 feet to the point of beginning;
- Parcel Contains: 5,621.637 square feet (0.129 acre) more or less of 55 56 land

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§ 4. Should the lands described in section three of this act cease to be used for the purposes described in section one of this act, the lease shall terminate and those lands shall revert to the town of Union Vale for public park and recreational purposes. At the time of such reversion, the removal of such wireless communication tower shall take place and the property shall be returned to its previous state, consistent with park and recreational purposes.

- § 5. In the event that the town of Union Vale received any funding support or assistance from the federal government for the purchase, maintenance or improvement of the parklands set forth in section three of this act, the discontinuance and alienation of such parkland authorized by the provisions of this act shall not occur until the town of Union Vale has complied with any federal requirements pertaining to the alienation or conversion of parkland, including satisfying the secretary of the interior that the alienation or conversion complies with all conditions which the secretary of the interior deems necessary to assure the substitution of other lands shall be equivalent in fair market value and usefulness to the lands being alienated or converted.
- 9 § 6. This act shall take effect immediately.

RESOLUTION AUTHORIZING PURCHASE OF DUMP TRUCK FOR PARKS DEPARTMENT

WHEREAS, the Town of Union Vale Parks Department is in need of a new dump truck; and

WHEREAS, the Town Supervisor, with the assistance of New York State Office of General Services ("NYS OGS"), obtained four state bids for a (One) Class 6 Chassis with Dump Body or equivalent; and

WHEREAS, the Town Supervisor has reviewed the bids and has determined that the lowest responsible bidder for a 2025 Ford F600XL Dump Truck, or equivalent is Metro Ford Sales, Inc. in the amount of \$100,232.00.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
- 2. The Town Supervisor is hereby authorized to purchase a 2025 Ford F600XL Dump Truck for the total sum of \$100,232.00 as set forth in the NYS OGS Mini-Bid from Metro Ford Sales, Inc., a copy of which is annexed hereto.
- 3. The Town Supervisor is authorized and directed to execute any documentation necessary to register the title of the new Dump Truck and to effectuate this Resolution.
- 4. The Town Supervisor is directed to submit a purchase order for the purchase of the new Dump Truck.
 - 5. This Resolution is effective immediately.

INTRODUCED	
SECONDED	

The foregoing resolution was put to a vote which	n resulted as follows:
Supervisor Frazier	******
Councilmember Durland	
Councilmember Harrington	
Councilmember McGivney	-
Councilmember Welsh	
Dated: LaGrangeville, New York March 19, 2025	
	ANDREA CASEY, TOWN CLERK

Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): Mini-Bid Response (Item 1)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor:

METRO FORD SALES,ING

	Part A: Mini-Bid Information		
1.0	Mini-Bid Questions	Contractor Response	
1.0	Mini-Bid Reference Number from Form A (Chassis/Body Combination): Mini-Bid Request (e.g. 15060001)	OGS 23166-2025-1	
1.1	Item Number for this Mini-Bid	item 1	
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? [click on yellow box and use drop-down menu]	Purchased	
2.0	Vehicle Questions		
2.1	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? [click on yellow box and use drop-down menu] (Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)	
2,2	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? [click on yellow box and use drop-down menu]	Built to Specifications	
2.3	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? [Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]	Yes and the second of the seco	
2.4	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? [Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]	Yes	
2.5	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	120-180	
2.6	Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	TBA	

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0	Chassis information 1.4.	Contractor Response
1.1	Chassis Model Year	2025 Annual Control of
1.2	Chassis Make (e.g., Ford, International, Freightliner)	FORD Control and the control a
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	F-600 XL
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	F6L
1.5	Chassis provider business name (i.e., Contractor or third-party).	METRO FORD SALES, INC
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
2.0	Body Information 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

2.1	Body Model Year	2025
2.2	Body Make (e.g., Viking, Galion)	RUGBY 27 CONTROL OF THE PROPERTY OF THE PROPER
2.3	Body Model (e.g., Proline, 450U)	Grand Control of the
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	STAINLESS STEEL
2.5	Body provider business name (i.e., Contractor or third-party).	CHARLES STAHL
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	A

Part C: Additional Information

1.0 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

Complete Vehicle: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

Chassis Only: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

<u>Body Only</u>: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price =
1.1	NYS Base MSRP (Chassis)	\$64,680.00
l .	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	10.00
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$58,212.00
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	\$0.00
	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chasis) plus the NYS Aftermarket Components Price (Chassis)].	\$58,212.00
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	
1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	\$58,212.00

2.0	Body Price Worksheet 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Price -
2.1	NYS Base Price (Body)	\$42,020.00
2.2	NYS Aftermarket Components Price (Body) [if there are no Aftermarket Components, leave blank]	
2,3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$42,020.00
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini- Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$42,020.00

	Grand Total Price For Mini-Bid for Item [Automatically calculated as the sum of the following]: 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	\$100,232.00
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RESOLUTION HIRING MAINTENANCE HELPER FOR PARKS DEPARTMENT

WHEREAS, the Town of Union Vale has a need for a Maintenance Helper for the Parks Department; and

WHEREAS, the position of Maintenance Helper is a non-competitive position pursuant to the Rules for the Classified Civil Service of Dutchess County; and

WHEREAS, the Town Board of the Town of Union Vale has determined it is necessary and appropriate to hire a Maintenance Helper for the Parks Department.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
- 2. The Town Board of the Town of Union Vale hereby hires Michael Demilio to the position of Maintenance Helper at a salary of \$22.00 per hour, 40 hours per week.
- 3. Michael Demilio's salary will be paid from the Parks Personnel Budget Line No. A.7110.1.
- 4. The Town Board hereby authorizes and directs the Town Supervisor and the Town Bookkeeper to file any and all documentation necessary to effectuate the intent of this Resolution.

INTRODUCED	
SECONDED	
The foregoing resolution was put to a	vote which resulted as follows:
Supervisor Frazier	
Councilmember Durland	
Councilmember Harrington	
Councilmember McGivney	
Councilmember Welsh	
Dated: Union Vale, New York March 19, 2025	
	ANDREA CASEY, TOWN CLERK