

**UNION VALE TOWN BOARD TOWN BOARD MEETING MARCH 18, 2026**

**249 DUNCAN ROAD, UNION VALE, NEW YORK, TOWN HALL 7:30 PM**

**PRESENT: Supervisor Steve Frazier**

**Town Council: Kevin Durland, Kevin McGivney, Josh Redinger,**

**Kevin Harrington(absent)**

**Town Clerk: Andrea Casey**

**Highway Superintendent: Ed Kading**

**Town Attorney: Ian Lindars**

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Supervisor Frazier called the meeting to Order to Order and Salute to the Flag at 7:37PM

**Motion Approve Minutes:** Councilman McGivney made a motion to approve the February 18, 2026 meeting minutes which was seconded by Councilman Durland and all were unanimously in favor.

**Supervisors Report**

- Asked for amendments to agenda, add MS4 discussion, form to submit to DEC, executive session after new business to discuss contracts being negotiated motioned by Councilman McGivney seconded by Councilman Redinger and all were in favor.
- Annual Earth Day roadside clean up scheduled for April 18<sup>th</sup> rain date for April 25<sup>th</sup> doughnuts and coffee and follow up with pizza lunch, all are encouraged to attend.
- Finance Report February 2026: General Checking: \$1,372,249.00 MSC Receipts: \$3,943.00, General MM: \$84,903.00 General NYCLASS: \$2,776,298.00, General NYCLASS-Reserve: \$10,242.00 Total \$4,247,635.00
- Highway Checking: \$777,718.00, Highway MM: \$36,374.00, Highway NYCLASS: \$32,268.00, Highway New Acct for W. Clove Mtn Bridge: \$616,866.00, Equip Reserve \$208,287.00, total \$1,671,514.00  
**Grand Total: \$5,919,149.00**

**Board Member Reports**

*Councilman Harrington- Absent*

*Councilman Redinger- Research on agenda items he will be presenting later in the meeting.*

*Councilman Durland- preparing for the upcoming meeting.*

*Councilman McGivney- gave the tax collector report as follows: 01/01/2026 – 03/18/2026 - 84% collected in taxes*

153 bills pending

\$939.79 to date in penalty money

Paid \$1.6million partial payment to county on Friday March 13

Saturday March 2 & Saturday March 14 we had zero residences come in to the Town hall

Reminder till the March 31<sup>st</sup> there is 2% penalty being charge on all overdue tax payments.

Please have them hand stamped at the post office if you do mail them in March, Aprils penalties will go up to 3%

He also added Royal carting curbside pick up prices increased and cited the prices for the recycling center as a potential cost savings.

**Town Clerk Report**

Clerk Casey reminded everyone of egg stuffing event on Saturday, March 21 from 10:00-1:00 and noted this and roadside clean up are a good opportunity for community service hours.

**Highway Report**

Superintended Kading noted the rough winter, thanks his crew, working on filling pothole please let Highway Dept know. Cleaning ditches and cleaning up road debris from storms. The Highway-284 is a little late to file due to intensity of the winter and making a good inventory of what needs to be done. Will have by next Board meeting.

**Animal Control Report-** No report.

**Public Comment Agenda Items-** None

**MS4 Discussion**

Engineer, Tom Harvey, spoke about ms4, summarized the intent and spoke about being improperly designated into the program asked the Board for any further comments to which they had none. The draft report is on the Towns website for review and for public comment.

**Highlands Conservation Act Discussion**

Councilman Redinger spoke about items that he had sent the Board. He spoke with the representative that works for the Federal Government who is assigned to bring awareness to the program. The Federal Government wants to protect a specific ecological territory which runs through eastern Dutchess county. When initially passed funding was only available to that eco region in the town, we are on the boarder. In 2022, they expanded to surrounding towns and now we are eligible and can apply to be part of this. It requires nothing other than the Town to accept this and then have access to funding. It is to protect large parcels of land and the wildlife and to enable land owners of valuable land to be eligible for federal funding.

Implementation would be passing a resolution to join the act and NYS office of Parks and Rec and forwarded to NYS Fish and Wildlife, typically all are accepted. He noted Beekman has a direct area around Depot Hill and the Appalachian trail. There are no concerns of parcels coming off the tax rolls and also inquired as to any strings attached, no land use restrictions.

There was further discussion and all agreed it sounded like a good idea and asked Attorney Lindars to look into it and draw up a resolution.

**Discuss Alarm System for 11 Tymor Park Road**

This is with our current alarm company.

**Resolution #33 Authorizing an Agreement with Doyle Security Systems for 11 Tymor Park Road** (see attached)

**Executive Session** Councilman Durland made a motion at 7:53pm to enter executive session to discuss contract negotiations with phone and copy contracts, which was seconded by Councilman McGivney and all were unanimously in favor. They make take action during the meeting after the session.

**Executive Session** Councilman McGivney made a motion at 8:07pm to exit executive session to resume the regular meeting which was seconded by Councilman Redinger and all were unanimously in favor. Supervisor Frazier advised that no decisions were made and no money allocated and the copy contract, table for tonight, some items need to be worked out, resolution for phone carrier can be voted on.

**Resolution #32 Authorizing Telecommunication Service Agreement** (see attached)

**Public Comment Town Issues** – None

**Approve Budget Adjustments, Transfers, Warrants, Pay Bills**

Councilman Durland made a motion to pay the bills and which was seconded by Councilman McGivney and all were unanimously in favor.

**Motion to Adjourn** At 8:11PM Councilman McGivney made a motion to adjourn the meeting which was seconded by Councilman Durland and all were unanimously in favor.

Next Meeting is April 1, 2026 at 7:30PM

Respectfully Submitted,



Andrea Casey, Town Clerk

**TOWN OF UNION VALE TOWN BOARD  
RESOLUTION NO. 32 OF 2026**

**RESOLUTION AUTHORIZING TELECOMMUNICATION SERVICE AGREEMENT**

**WHEREAS**, the Town of Union Vale has considered various solutions to the telecommunications of the Town and has solicited proposals for telecommunication services pursuant to the Town of Union Vale Procurement Policy; and

**WHEREAS**, the Town of Union Vale received two (2) proposals for telecommunication services for Town Hall, 8 Tymor Park Road and 844 North Clove Road in the Town of Union Vale; and

**WHEREAS**, the lowest responsible proposal was Nextiva in the amount of \$1,475.22, which is due upon signing of a service agreement, with a monthly recurring charge of \$727.50 for 60 months.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. The recitations set forth above 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 the Town Supervisor to enter into a telecommunication service agreement with Nextiva, in substantially the same form as annexed hereto, and after review by the Attorney to the Town.

INTRODUCED Councilman Durland

SECONDED Councilman Redinger

The foregoing resolution was put to a vote which resulted as follows:

Supervisor Frazier	Aye
Councilmember Durland	Aye
Councilmember Harrington	Absent
Councilmember McGivney	Aye
Councilmember Redinger	Aye

Dated: Union Vale, New York  
March 18, 2026

  
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ANDREA CASEY, TOWN CLERK



## Nextiva Service Agreement

This Nextiva Service Agreement (the “*Agreement*”) is dated, entered into, and made effective on the date of the last signature below (the “*Effective Date*”), by and between Nextiva, Inc. (“*Nextiva*”) and Town of Union Vale (“*Customer*”).

**Quote Number:**

CPQ-661754

**Service Plan:**

Nextiva CX - Engage

**Term Length and Subscription Date:**

The term length is sixty-three (63) months (the “*Term*”) beginning from Effective Date (“*Subscription Date*”). Any reference to Term shall also include any subsequent renewal Terms.

**Discounted Service and/or Device(s):**

In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the “*Quote*”) for the Term, Nextiva agrees to provide Customer with discounted Service and/or Device(s) to the Customer’s service location(s) as described in the Quote.

**Additional Terms:**

So long as Customer meets Nextiva’s internal credit guidelines, Customer will be invoiced on a Net15 billing cycle. Customer’s payment method pursuant to this Agreement shall be by a Nextiva-approved payment method.

Customer will not be charged the Recurring Monthly Charge described in the Quote in the following month(s) of the Term: month 2, month 3 and month 4.

Uncured Material Breach

Customer shall not be required to pay any early termination fee under the “Early Termination Fee” Section below if Customer’s termination arises from Nextiva’s Uncured Material Breach of this Agreement. For purposes of this provision, an Uncured Material Breach means a material breach of any term, condition or obligation in this Agreement by Nextiva, which Nextiva has failed to cure within thirty (30) days after receipt of a written notice from the Customer that specifies, in reasonable detail, the nature of the material breach. Notwithstanding the foregoing, if Customer’s termination arises from Nextiva’s Uncured Material Breach, Customer shall notify Nextiva of a termination effective date (the “*Termination Effective Date*”), which Termination Effective Date shall be within ninety (90) days of the Customer’s written notice of breach. Customer may continue using the Services through the Termination Effective Date; provided, however, that the Customer remains current in its payment and other obligations pursuant to this Agreement.

Non-Appropriations

In the event that an applicable legislative body (such as a city or county board) that has direct control over Customer’s budget fails to appropriate, procure or provide funds to Customer for the



Services described in the Agreement, then Customer may cancel or terminate one or more line of service or features in the Nextiva Service Plan or in the Quote referenced herein or added within the Term (including up to the entire Agreement) without incurring the Early Termination Fee for such cancellation or termination. At Nextiva's reasonable request, Customer shall provide documentary evidence of such applicable legislative body's failure to appropriate, procure or provide funds to Customer for the Services as a condition of Customer terminating under this section. Failure of such applicable legislative body to appropriate, procure or provide funds without Customer first terminating one or more lines of service or feature as provided above shall not excuse Customer from Customer's obligations under this Agreement including, without limitation, Customer's payment obligations to receive Services. Nextiva hereby reserves its rights under this Agreement including, without limitation, those in Section 7.3 ("Our Right to Terminate") of the Master Terms and Conditions.

Further and notwithstanding the foregoing, in the event Customer cancels or terminates any line of service or feature as provided herein, Customer shall immediately pay to Nextiva the following: (1) for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of shipping costs, actually paid by the Customer for each device affected by the termination or cancellation; and/or (2) for rental or DaaS devices, an amount equal to the payments due and owing for the remainder of the then-current Term for each device affected by the termination or cancellation; provided, however, that Customer also promptly returns any and all such devices. Customer understands and agrees that if it fails to return any rental or DaaS device within fifteen (15) days of the termination of the associated line of service, Customer shall immediately pay the greater of the full retail price at termination for each such device and an amount equal to the payment due and owing for each such device for the remainder of the then-current Term.

#### Service Level Agreement

Nextiva agrees that the Network Services (as defined in the attached Exhibit A) shall perform in accordance with the Service Level Agreement attached hereto as Exhibit A.

In the event Customer experiences three (3) or more Outages (as defined the Nextiva Service Level Agreement "SLA"), each lasting one (1) hour or longer in a thirty (30) day period, then Customer shall have the right to terminate the Services provided to the affected location within thirty (30) days of such outages without incurring any early termination fee described below.

#### Modifications to Terms and Conditions

Section 6.1 of the Nextiva Master Terms and Conditions is amended and restated as follows:

"Substitution and Discontinuation of Services. Nextiva may, in its sole discretion, discontinue or substitute any service, feature or functionality without your prior approval. If Nextiva discontinues a service, feature or functionality and fails to substitute that service, feature or functionality with an equivalent service, feature or functionality, then upon your written request, Nextiva will reduce the fees assessed to your account by the amount that you specifically pay for any such



discontinued service, feature or functionality. Notwithstanding the foregoing, Nextiva may include with or add to your account certain services, features and/or functionalities on a trial, temporary or otherwise limited basis. Nextiva reserves the right to discontinue any such services, features and/or functionalities without notice and without compensation to you, and/or to charge you a fee as a condition of your continued use of any such services, features and/or functionalities. Notwithstanding the foregoing, Customer may terminate this Agreement without incurring any early termination fee if Nextiva substitutes or discontinues a material service, feature, or functionality and fails to provide a corresponding service, feature, or functionality that provides the same or substantially similar functionality as provided by the Services set forth in the Quote; provided, however, that Customer (i) first engages Nextiva in a good faith discussion regarding the replacement of said service, feature and/or functionality; (ii) shall provide Nextiva with written notice of termination within sixty (60) days of the date on which the service, feature, and/or functionality was substituted or discontinued; and, (iii) shall be responsible for all fees incurred and/or invoiced through the date of termination and shall also pay, for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of shipping costs, actually paid by the Customer for each device provided to Customer by Nextiva.”

Notwithstanding any contrary provision in the T&Cs (as defined below), the parties agree that New York law shall govern this Agreement and that venue for any litigation, to the extent permitted by the T&Cs, shall be proper in a state court of competent jurisdiction in Dutchess County, New York or, in the case of a claim brought in federal court, the federal court closest to Dutchess County, New York. Any arbitration hearing held related in any way to this Agreement shall be held with an arbitrator located in New York state; provided, however, that the parties may, if permitted by the arbitrator, appear for said arbitration remotely.

Section 22 of the Nextiva Master Terms and Conditions is amended and restated as follows:

“ASSIGNMENT. Nextiva may assign all or part of its rights or duties under the Agreement to a subsidiary or an affiliate without notifying you. If we do that, we have no further obligation to you. Nextiva may also assign all or part of its rights or duties under the Agreement to a third-party that is not a subsidiary or an affiliate by first providing notice to you. You may terminate this Agreement by providing us with written notice of your objection to that assignment within sixty (60) days of your receipt of notice of said assignment. Your sole remedy for a breach of this provision is the right to terminate this Agreement. If you do not object to the assignment, Nextiva will have no further obligation to you. You may not assign the Agreement or the Service or Device without our prior written agreement.”

#### Early Termination Fee

If a Service or Device described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge



an early termination fee equal to the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term, then Customer will pay an early termination fee equal to the total amount owed to Nextiva for the remainder of the Term under the Agreement.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.

This Agreement shall continue to apply to any additional Quote Numbers, additional services added to any of the Customer's service locations, and changes to existing services made by Customer during the Term. All Services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

**By signing below, the Customer agrees to the Nextiva Terms and Conditions located at <https://www.nextiva.com/legal.html> including the important e911 Information (the "T&Cs"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Customer's payment method (i.e. credit card) on file with Nextiva. If Customer receives invoices from Nextiva, then invoiced amounts shall be due immediately.**

Company Name: Town of Union Vale

Authorized Signature:

Printed Name:

Title:

Date:



## Exhibit A

### **Nextiva Inc. – Service Level Agreement (“SLA”)**

1. **Service Description**. NEXTIVA's Hosted Network Services (the “Network Services”) are provided on NEXTIVA's internal network and third-party applications. Service level objectives and related warranties, as set forth in this Schedule apply only to NEXTIVA and the Network Services provided by Nextiva.
2. **Service Level Objective**. The Network Services shall perform in accordance with the Service Level Objective for network availability as measured by the MTTR (“SLO”) as set forth herein. NEXTIVA’s objective is to provide the Network Services that meet the following SLO. Except as specifically set forth in this SLA, NEXTIVA shall have no liability for its failure to achieve this objective.

Mean Time to Restore (“MTTR”). The MTTR objective shall be the average time required to restore the Network Services and resume availability when measured in a one-month (720 hour) period. The time is measured from the moment the outage is reported until the Network Services are available. NEXTIVA has an objective of repairing network equipment within an average of two (2) hours and restoring a network outage in an average of four (4) hours. NEXTIVA's objective is to coordinate repair efforts on equipment or cable cuts with underlying carriers when NEXTIVA first becomes aware of the problem, or when notified by Customer.

Network Availability. The SLO covers all Nextiva-controlled Services and facilities, Nextiva-controlled Hardware & Software Platforms and Systems, and Nextiva-controlled physical plant and infrastructure facilities.

The SLO calculations will not include any unavailability resulting from (a) standard Nextiva network maintenance, (b) any Dedicated Access between Customer's location and Nextiva, including but not limited to the local loop, (c) Denial of Service (“DOS”) attempts and any other malicious attempts orchestrated by third parties, (d) Customer owned and/or operated cabling, infrastructure, or customer premise equipment, (e) any Customer-provided circuits or equipment, (f) Customer's applications, (g) acts or omissions of Customer, or (h) reasons of Force Majeure.

3. **Outages**. Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which the Network Services do not conform to the SLO (“Outage”). In the event Customer experiences three (3) or more Outages, each lasting one (1) hour or longer in a thirty (30) day period, then Customer shall have the right to terminate the Services provided to the affected location within thirty (30) days of such outages without incurring the early termination fee described in the Nextiva Service Agreement.
4. **Exceptions**. An Outage does not occur if the interruption in service is, as determined by NEXTIVA in its sole discretion: (i) caused by Customer or others authorized by Customer to



use the Network Services under the Agreement; (ii) due to the failure of power, facilities, equipment, systems, or connections not provided by NEXTIVA or its designees within the Network Services; (iii) the result of network maintenance activity as set forth in Section 5 of this SLA, or (iv) due to a force majeure.

5. **Planned Network Maintenance Period ("PNMP")**. NEXTIVA shall avoid performing network maintenance between 3:00am to 9:00 pm PST, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Network Service.

However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential or other emergency conditions. NEXTIVA will use commercially reasonable efforts to notify Customer prior to emergency maintenance. NEXTIVA shall make every effort to provide Customers with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency) that, in NEXTIVA's reasonable opinion, has a substantial likelihood of affecting the Customers traffic/service. If NEXTIVA's planned activity is canceled or delayed, NEXTIVA shall promptly notify Customer and shall comply with the provisions of this Section to reschedule any delayed activity.

6. **Emergency Maintenance Period ("EMP")**. It may be necessary for NEXTIVA to issue an EMP. EMPs allow NEXTIVA to schedule mandated maintenance with a shorter Customer notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on NEXTIVA's network.
7. **Warranty**. NEXTIVA warrants that Network Services shall conform to the SLO. NEXTIVA shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Network Services and restore such Network Services to comply with the terms hereof.

**THE REMEDY(IES) AS SET FORTH IN SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY(IES) OF CUSTOMER IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.**

**TOWN OF UNION VALE TOWN BOARD  
RESOLUTION NO. 33 OF 2026**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DOYLE SECURITY  
SYSTEMS FOR 11 TYMOR PARK ROAD**

**WHEREAS**, the Town of Union Vale currently has an agreement with Doyle Security for the Town's security system needs; and

**WHEREAS**, the Town of Union Vale is the owner of a building located at 11 Tymor Park Road in the Town of Union Vale; and

**WHEREAS**, the building is in need of a fire alarm/security system; and

**WHEREAS**, the Town of Union Vale has obtained a proposal from Doyle Security for the installation of a fire alarm/security system for 11 Tymor Park Road, which system would be integrated into the Town's current security system provided by Doyle Security; and

**WHEREAS**, the Town Board is desirous of entering into an agreement with Doyle Security Systems for the installation of a fire alarm/security system for 11 Tymor Park Road, to be integrated into the existing security system designed by Doyle Security for the Town; and

**WHEREAS**, the equipment and services to be provided by Doyle Security Systems to the Town constitute professional services which are exempt from the bidding requirements under General Municipal Law §103 and the Town of Union Vale Procurement Policy.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. The recitations set forth above 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 the Town Supervisor, on behalf of the Town of Union Vale, to enter into an agreement with Doyle Security Systems, subject to the review and approval of the Attorney to the Town, for the installation of a fire alarm/security system and related services at the initial cost of \$3,265.00 for the installation of the system and a recurring charge of \$61.00 monthly for monitoring, service agreement and annual inspections.

INTRODUCED Councilman Redinger

SECONDED Councilman McGivney

The foregoing resolution was put to a vote which resulted as follows:

Supervisor Frazier	Aye
Councilmember Durland	Aye
Councilmember Harrington	Absent
Councilmember McGivney	Aye
Councilmember Redinger	Aye

Dated: Union Vale, New York  
March 18, 2026

  
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ANDREA CASEY, TOWN CLERK



Commercial

# PROPOSAL

Prepared for  
**Town of Union Vale**  
P: 845-724-5600  
E: supervisor@unionvale.us



**Daniel Fuentes**

P: 845-220-8496

E: [daniel.fuentes@godoyle.com](mailto:daniel.fuentes@godoyle.com)

Proposal Issued: 3/9/26

Proposal Valid through: 3/24/26

## Scope of Work

### A. Fire Alarm System Installation (Rental-11 Tymor)

Doyle Security will install a residential fire alarm system. The installation will include the following:

- 1 All-In-One Wireless Alarm Control Panel (outlet required, battery backup included)
  - Laundry room/garage entry
- 3 Wireless Low Temperature Detectors
  - 1 in basement
  - 2 heating zones
- 4 Wireless Heat Detectors
  - Kitchen (135°F Fixed)
  - Garage (135° F Fixed)
  - Laundry room (135°F ROR)
  - Attic near air handler (194° F Fixed)
- 5 Wireless Smoke Detectors
  - Living room
  - Bedrooms – 4
- 4 Wireless Smoke/Carbon Monoxide Combination Detectors
  - Basement
  - 1<sup>st</sup> floor landing (not kitchen)
  - 2<sup>nd</sup> floor hall #1
  - 2<sup>nd</sup> floor hall #2

All installation, programming, and training labor included

<b>Total Installed:</b>	<b>\$ 3,265.00</b>
<b>Total Monthly:</b>	<b>\$ 61.00/mo.</b>

(monthly cost includes monitoring, service agreement, and annual inspection)



"This quotation is valid for 15 days from the date of presentation or as mutually extended by both parties. Pricing is based on a 36 month agreement, Upon acceptance of this proposal, Doyle Security will send over a formal contract via DocuSign for signature."

## Customer Requirements & Notes

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- Customer is required to provide access to all areas affected by the scope of work.
- This proposal does not include applicable taxes, alarm fees, or permits.

