

PRELIMINARY

TOWN OF WESTERLO TOWN BOARD WORKSHOP MEETING OF WEDNESDAY, NOVEMBER 5, 2025

The Town of Westerlo Town Board held a workshop meeting on Wednesday, November 5, 2025, at the Town Hall 933 County Route 401, Westerlo, NY. Supervisor Kryzak opened the meeting with the Pledge of Allegiance to the Flag at 6:00 PM.

ATTENDING WERE: Supervisor Matthew Kryzak
Councilman Joshua Beers
Councilwoman Lorraine Pecylak
Councilman Peter Mahan
Councilwoman Amie Burnside (left at 6:25 pm)

Also attending were: Confidential Administrator Lisa DeGross, Town Justice Joshua Ostrander, Town Highway Superintendent David Pecylak, Highway employees Sal Spinnato IV, Dan Rohrmiller, Philip Mackey & Peter Voisey, Library Trustees Mary Ann Witt & Angela Carkner, PB/ZBA Chairman Bill Hall, Westerlo Fire Co. President Adam Alvarez and Members Allan Clickman, Kelley Keefe & Tom Diederich, CEO Jeffry Pine, Deputy Town Clerks Michelle Rose, Kathleen Spinnato, Deputy Town Clerk /Court Clerk Michelle Rose, Town Clerk Karla Weaver, and approximately three interested persons.

OPEN MEETING

Supervisor Kryzak made a motion to open the meeting. Councilwoman Pecylak seconded; all in favor, motion carried.

PUBLIC HEARING – PRELIMINARY TOWN OF WESTERLO 2026 BUDGET

Supervisor Kryzak made a motion to open the public hearing on the proposed Preliminary Town of Westerlo Budget for 2026 at 6 pm. Councilwoman Burnside seconded; all in favor motion carried.

Mr. Kryzak asked if anyone had any questions, comments, or concerns.

Highway Superintendent David Pecylak asked about raises and wondered if they were still at 2%. Supervisor Kryzak responded that the budget doesn't set the pay raises, they are set at the Organizational meeting. The budget is the best estimate on what those percentages are. He indicated within this budget, there is some contingency/flexibility for what the percentages end up being. That will be up to the folks on the Board in January. He used 2% as a planning tool with enough contingency for higher. The budget only sets the salary for elected officials. All

other salaries are not set by this budget. Town Clerk Weaver explained that come January his will not change. Supervisor Kryzak agreed, Highway, Clerk, Judges, Supervisor's salaries will not change come January. It will be 2% for elected officials but the others will be up to the Board in January.

With there being no other questions, Supervisor Kryzak made a motion to close the public hearing on the Preliminary Town of Westerlo Budget for 2026 at 6:04 pm. Councilwoman Pecylak seconded; all in favor motion carried.

PUBLIC HEARING – PRELIMINARY TOWN OF WESTERLO 2026 VOLUNTEER FIRE CO. BUDGET

Supervisor Kryzak made a motion to open the public hearing on the proposed Preliminary Town of Westerlo Volunteer Fire Co. Budget for 2026. Councilwoman Pecylak seconded; all in favor motion carried.

No questions, concerns, comments were heard. Supervisor Kryzak made a motion to close the public hearing on the proposed Preliminary Town of Westerlo Vol. Fire Co. Budget for 2026 at 6:05 pm. Councilwoman Burnside seconded; all in favor motion carried.

Supervisor Kryzak commented on the budget. There are a few contingencies in this and will be setting salaries for non-elected officials come January. The next time the Board will discuss this is in January when they set the salaries. Mr. Kryzak asked the Town Board if they had any issues with adopting the 2026 budget.

ADOPTION OF 2026 TOWN OF WESTERLO BUDGET AND 2026 TOWN OF WESTERLO VOLUNTEER FIRE CO. BUDGET

Supervisor Kryzak made a motion to adopt the following resolution:

WHEREAS: The Town of Westerlo has held a Public Hearing on the 2026 Town of Westerlo Preliminary Budget; be it hereby

RESOLVED: The 2026 Town of Westerlo Preliminary Budget becomes the 2026 Town of Westerlo Adopted Budget.

Councilwoman Pecylak seconded; a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Burnside, Councilwoman Pecylak,
Councilman Mahan

NAYS: Councilman Beers

RESOLUTION # 128 - 2025 was thereby duly adopted.

Supervisor Kryzak made a motion to adopt the following resolution:

WHEREAS: The Town of Westerlo has held a Public Hearing on the 2026 Town of Westerlo Vol. Fire Co. Preliminary Budget, be it hereby

RESOLVED: The 2026 Town of Westerlo Vol. Fire Co. Preliminary Budget becomes the 2026 Town of Westerlo Vol. Fire Co. Adopted Budget.

Councilwoman Burnside seconded; a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Burnside, Councilwoman Pecylak, Councilman Mahan

NAYS: Councilman Beers

RESOLUTION # 129 - 2025 was thereby duly adopted.

OLD BUSINESS

BROADBAND UPDATE

Mr. Kryzak gave an update on broadband. Mid-Hudson did started work on CR 402 and CR 408. They will continue as the pole licenses come through, which is a slow rollout. It is being done faster than anticipated. Once they are set to go, they will go around and hang bags on residents doors with information on how to get connected.

DELTA DENTAL INSURANCE

The Delta Dental insurance is only going up 5%. The cost for a single employee currently is \$33.85/mo and is going up in 2026 to \$35.54/mo. For an employee with 1 dependent is \$74.08/mo currently and will be increasing to \$77.78/mo for 2026. An employee with 2 or more dependents is currently \$107.91/mo which is going to \$113.31/mo. He asked if there were any questions. CEO Jeff Pine indicated the dentists are dropping this plan. He indicated there are groups that take this insurance, his dentist had to argue with them. Confidential Administrator Lisa DeGroff indicated there are over 100 dentists available on Delta Dental in this area. Mr. Kryzak indicated dentists outside of the network usually require payment up front and then Delta Dental will reimburse you with a check about a month later. There are very few dental carriers per Councilwoman Burnside. Mrs. DeGroff explained that given the number of employees insured for the Town, Westerlo doesn't have the numbers that would put us in a category where there would be other options for other carriers, that may have a lower rate, or may be a better plan, so are limited. She indicated we have the best plan we can get for the numbers we have. No questions were heard from the Board. Supervisor Kryzak indicated he will read a resolution and then will ask for a vote.

I Council Member Matthew Kryzak offer the following resolution:

WHEREAS: The Town Board discussed and review the Delta Dental Insurance Costs for 2026 for the same plan the Town currently has, now therefore be it

RESOLVED: The Town Board approves the increased rate of \$35.54 per single employee per month, \$77.78 per employee plus one dependent per month and \$113.31 per employee plus 2 or more dependents per month.

Supervisor Kryzak made a motion to adopt the foregoing resolution.

Councilwoman Burnside seconded; a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Burnside, Councilwoman Pecylak, Councilman Mahan, Councilman Beers

NAYS: None

RESOLUTION # 130 - 2025 was thereby duly adopted.

Mrs. DeGroff advised that vision insurance does not expire until April.

PARK CAMERAS

Supervisor Kryzak provided the Town Board with a quote for items needed to install a 5x zoom camera for the park. The cost is \$1,928.79 with includes installation. He asked if there were any questions from the Board, none were heard. Supervisor Kryzak made a motion to adopt the following resolution:

WHEREAS: Adding an additional camera at the park was previously discussed and a quote was received, be it hereby

RESOLVED: The Town Board authorizes the purchase and installation of a 5x zoom camera by Self Secured Network for a total cost of \$1,928.79.

Councilwoman Pecylak seconded, a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Pecylak, Councilwoman Burnside, Councilman Mahan, Councilman Beers

NAYS: None

RESOLUTION # 131 - 2025 was thereby duly adopted.

NEW BUSINESS

UNION (UPSEU) PROPOSAL

Supervisor Kryzak announced that he spoke to the labor relations attorney who said there are a few ways to tackle this, the best way is to do this out in the open, you could do it in executive session but there is nothing here that must be contained to executive session. The Town Board was fine reviewing this publicly. He received the first draft contract from UPSEU. He read from the proposal: "The proposals are neither final nor comprehensive. The Union reserves the right to add to or subtract from these proposals at any time. The Union is using the Town of Westerlo Employee Handbook as the basis for its contract proposal. Sections indicated here are as numbered in the Handbook, though the final version of a negotiated Collective

Bargaining Agreement would be renumbered and organized into sections.” He reviewed as follows:

- The welcome message will be replaced with the Union’s welcome message which basically talks about what parties are in the agreement, purpose of the agreement, and statutes, laws and ordinances within the agreement.
- Section 102 talks about recognition of UPSEU as the employee’s union. It talks about the bargaining unit, basically which positions are going to be in the union. Right now, utility laborer, deputy highway superintendent, assessment clerk, highway foreman 1, clerk to the justices, deputy clerks/deputy tax collectors I, II, III, sub registrar, deputy registrar, and custodial worker. Also included are the persons holding the following “Town” titles: Building Maintenance Worker, Recreation Maintenance Worker and Laborer. Excluded: elected officials, confidential assistant to the supervisor, town attorney, temporary employees, seasonal employees, and part-time employees regularly scheduled to work less than 15 hours a week.
 - The Supervisor wondered why they do 15 hours, when standard is 20 for part time. He is suggesting negotiating that to 20 hours. The only people that may exclude are the part-time help in the park. Those people could still work up to the 20 hours without having to join the union.
 - Under Aggregate hours, he recommends increasing the hours here as well to 20.
- Section 103 “Purpose of this Employee Handbook” would be eliminated.
- Section 104 “Changes and Modifications” would eliminate all but the last sentence which deals with statutes, laws and ordinances.
- Section 200 “Employee Classifications” retain but amend all references of “Employee Handbook” and replace with “Collective Bargaining Agreement” or “Agreement”
 - Mr. Kryzak suggests “Collective Bargaining Agreement” is the correct language.
- Section 300 “Civil Service System” retain.
- Section 400 “Employment Matters” Amend as follows:
 - Section 401 “Oath of Office” eliminate.
 - Section 402 “Procedures for filling vacancies” would be retained.
 - Section 403 “Probationary Period” retain.
 - Section 404 “Corrective Discipline” retain as amended below:
 - The final two sentences to read as follows: “Progressive discipline will include **oral warnings**, written reprimands, suspension with **or without** pay, or termination of employment, depending on the circumstances. ~~The Town does not guarantee that one type of discipline will precede another.~~ Furthermore, the Town reserves the right to suspend **place** an employee **on paid administrative leave** while an investigation is conducted.
 - Mr. Kryzak sees no issue with this.

- Per Se Violations: "The actions listed in this section constitute just cause for immediate termination of employment **when committed on the clock or while conducting Town business**. This list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases. **Irrespective of the form of discipline imposed by the Town, this section is not intended to abrogate the disciplined member's full right to appeal any decision made by the Town.**"
 - Mr. Kryzak indicated employees still have the right to appeal. Can only commit a violation while on the clock or conducting town business. He mentioned there are few issues with this HR wise. Does this mean while someone is off the clock they can sexually harass other employees? Or can someone threaten someone from the town? He suggests saying no to this and instead request they add language that makes it more specific of what's included and what's not included.
- They also recommend moving all violations listed to the "Misconduct" section.
 - Supervisor Kryzak mentioned this protects a lazy employee or someone who won't do what they are asked. Add for more clarification as to why they want to move it to misconduct.
- Section 405 "Civil Service Law" retain except as noted below:
 - "Right to Representation" – the employee may have **is entitled to union representation by counsel** at the hearing and may summon witnesses on the employee's behalf.
 - Mr. Kryzak believes it should be a yes, it is pretty standard.
- Section 406 "Personnel File" – retain.
- Section 407 "Code of Ethics" – eliminate.
 - Mr. Kryzak indicated there are a few issues with that because it talks about gifts, not soliciting gifts, pecuniary benefits, disclosing certain confidential information, conflicts of interest. He suggests keeping some kind of code of ethics in their agreement. Mrs. DeGroff believed it is an insurance requirement that the town has a code of ethics. He would like them to provide a standard union code of ethics for insurance purposes.
- Section 408 "Disciplinary Action" – retain.
- Section 409 "Resignation" – retain for employees, eliminate for town officers and notice of resignation for Town Clerk.
 - He is fine with this.
- Section 500 "Operational Policies" – amend as noted:

- Section 501 "Department Hours" – retain, except "Compressed Workweek- The Superintendent of Highways ~~may~~ will schedule a full-time employees to work four ten-hour days. The employee's "compressed workweek" will normally be Monday through Thursday during the period May 1 to October 1st ~~from the first full week of May through the week following Columbus Day.~~
- Supervisor Kryzak would say yes to this as it is up to the discretion of the Highway Supervisor and leave out what specific days those are. He would pin him into specific dates. Leaving it open ended allows people to go to a 4 or 5 day depending on weather, schedules, etc. If it is in a contract, they will feel like they can't do it that way.
- Section 502 "Emergency Situations" – retain.
- Section 503 "Meals and Rest Periods" – retain, except:
 - "Approval of Meal Periods" add at the end: "Employees who work through the meal period may leave thirty (30) minutes early without loss of pay, with prior approval of the Highway Superintendent."
 - "Approval of Rest Breaks - Rest breaks must be approved by the employee's Department Head in accordance with the needs and requirements of the department. Unless otherwise specified by departmental rules, all rest breaks ~~must be taken at the work site and~~ may not exceed the time allowed."
 - The Supervisor is fine with this as it is common practice. An example is they are working on the road and can't stop, they work through their lunch and the Highway Supervisor lets them go 30 minutes early. No opposition was heard. Library Trustee Angela Carkner commented on whether or not this is compliant with NYS labor laws. She thought that an employee had to punch in and then clock out so it is proof they are being allotted a break. Mr. Kryzak didn't know because a lot of the union contracts have that same thing where guys can work through lunch. He can ask that question. Lisa believed the requirement is more for someone that can clock out. He will have them add more language to guarantee compliance with labor law.
- Section 504 "Time Records" – retain.
- Section 505 "Expense Reimbursement Policy" – retain.
- Section 506 "Unauthorized Work" – retain.
- Section 507 "Vehicle Usage Policies" – retain, except for the elimination of reference to "Elected Officials."
- Section 508 "Supplies, Tools, Equipment and Fuel Usage Policies" – retain.
- Section 509 "Telephone Usage Policy" – retain, except ~~No operating of equipment or motor vehicles while using cell phones or other electronic devices.~~ Cell phones and

other electronic devices may only be used with Bluetooth or other appropriate hands-free technology when operating equipment or motor vehicles."

- Supervisor Kryzak indicated yes but check with insurance.
- Section 510 "Personal Appearance Policy" - "An employee must maintain a personal appearance in a manner which reflects a good image to the public. ~~The Town Supervisor and/or Department Head will have the authority to determine what is appropriate and what is not.~~"
 - Supervisor Kryzak did not see an issue with this but Confidential Administrator Lisa DeGroff mentioned several situations where individuals were wearing tops with certain statements on it that were inappropriate for the workplace. Foul language, political statements. Mr. Kryzak indicated they could request more specific language and can ask the insurance company.
 - "Disciplinary Action" – retain.
- Section 511 "Maintenance of Work Area" – retain.
- Section 512 "Personal Property" – eliminate. This talks about an employee bringing personal property to work does so at one's own risk.
 - They want to get rid of that section. Mr. Kryzak proposes adding language. Driving your own truck to work and hit it with a plow, the town's insurance will cover that. Clarify personal property.
- Section 513 "Solicitations/Distributions Policy" – retain.
- Section 514 "Information Technology Policy and Use of Town Electronic Devices and Networks" – retain.
- Section 600 "Absence Policies"
 - Section 601 "Tardiness" – retain
 - Section 602 "Notification of Absence" – retain.
 - Section 603 "Jury Duty Leave" – retain.
 - Section 604 "Bereavement Leave"
 - Immediate Family – retain
 - New Employee – eliminate
 - Part-Time, Temporary Seasonal, or Supplementary Employees - any such employee may take a paid leave of absence for up to three scheduled work days, to an annual maximum of twenty (20) hours.
 - Extended Bereavement Leave - retain, except: "The Department Head will have total discretion in the approval of an employee's extended bereavement leave, but will not withhold such approval for arbitrary or capricious reasons."
 - Definition of Immediate Family - For purposes of bereavement leave, "immediate family member" will mean the following: Spouse, Parents,

Stepparents, Grandparents, Children, Sibling, Grandchildren, and any and all family members who reside permanently with the employee, as well as in-laws for all of the above named categories.

- The Board was okay with this section.
- Section 605 “Military Leave and Military Leave of Absence” – retain.
- Section 606 “Family and Medical Leave Policy” – retain.
 - Add: “Until such time as the Town employs fifty or more employees who work twenty or more calendar workweeks per year, thus making employees eligible for leave under FMLA, the Town will opt in to the New York State Paid Family Leave program.”
 - Supervisor Kryzak indicated he was a no on this. The Town does not have to do this, we offer our own leave. Not a deal breaker, just another headache. He will ask for clarification on this.
- Section 701 “ Wage, Salary and Longevity”
 - Supervisor Kryzak indicated that in this section, the union proposed its own pay schedule. Right now they show an 18% increase in pay over 3 years. That is a little too generous, that is 6% a year. Would have a hard time staying under the tax cap with increases of 18% over 3 years. He is going to ask for a counter offer. The Board was okay with that. Councilman Beers indicated they have to factor in the longevity too.

The pay schedule, listed in hourly salary, for the bargaining unit members shall follows:

	2026	2027	2028
Utility Laborer	\$28.37	\$30.07	\$31.88
Deputy Highway Superintendent	\$30.29	\$32.11	\$34.04
Assessment Clerk	\$26.35	\$27.93	\$29.61
Highway Foreman I *	\$29.47	\$31.24	\$33.11
Clerk to Justices	\$26.35	\$27.93	\$29.61
Deputy Town Clerk I	\$26.69	\$28.29	\$29.98
Deputy Town Clerk II	\$26.35	\$27.93	\$29.61
Deputy Town Clerk III	\$26.35	\$27.93	\$29.61
Deputy Tax Collector I	\$26.69	\$28.29	\$29.98
Deputy Tax Collector II	\$26.35	\$27.93	\$29.61
Deputy Tax Collector III	\$26.35	\$27.93	\$29.61
Sub Registrar			
Deputy Registrar			
Custodial Worker	\$26.35	\$27.93	\$29.61

Building Maintenance Worker	\$32.58	\$34.54	\$36.61
Recreation Maintenance Worker	\$28.37	\$30.07	\$31.88
Laborer	\$26.97	\$28.58	\$30.30

- New language: Longevity
 - On December 1 of every year, the following longevity payments will be paid to employees with the indicated service time to the Town.
 - 5-10 years of service: \$1,000
 - 11-20 years of service: \$1,500
 - 21+ years of service: \$2,000
 - This does not differentiate between full time and part time. Will ask for them to provide more information for that.
- Section 702 Overtime Pay- retain, except:
 - Authorization -- add "Prior approved vacation or personal time, as well as sick time taken by the employee, will be included as time worked for the purposes of calculating overtime."
 - Lisa suggested more detail. Mr. Kryzak indicated it allows someone to use their sick day and if you are asked to work the weekend, you are entitled to overtime. Lisa indicated overtime is on 8 not over 40 here. That's why they are going to ask for specifics.
 - Compensatory time off - "Compensatory time off may accrue to a maximum of ~~75~~ 80 hours off and may be taken with consent of the Department Head."
- Section 703 "Call-In Pay"
 - ⊖ Compensation -- In the event an employee is called in to work on a Saturday or Sunday (or on a Friday if during a Compressed Workweek), or prior to the employee's regular starting time or after the employee's regular quitting time on a regularly scheduled workday, the employee will be guaranteed four hours of work at one and one-half time the employee's regular rate of pay. ~~In the event an employee is called in to work prior to the employee's regular starting time or after the employee's regular quitting time, the employee will not be guaranteed a minimum number of hours of work.~~
 - Highway Employee Dan Rohrmiller commented on part time employee call ins. He believed this was directed at him and what he made when he came in and plowed. He gives up his winters, plans no vacations, if there is a weekend that it is supposed to snow, he won't have a cocktail, won't leave the mountain, he gives up a lot. If he gets called in on his days off Monday-Friday, he expects no overtime, but if he gets called in overnight or on the weekend, it's just nice to have a

little something to cover that. Councilman Beers asked how many winter hours is he scheduled to work now. Mr. Rohrmiller responded, two 8 hour shifts. If he gets called in at 3 am or on a weekend, he would get overtime. Mr. Kryzak will ask the union to clarify that for his contract.

- Section 705 “Payroll Deductions” – retain.
 - Add: **Add: Union Dues: The Town shall deduct the biweekly union dues from the pay of each employee who submits a signed authorization for dues deductions. Such deductions shall be remitted on a biweekly basis to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.**
 - Indemnification Clause: Executed copies of authorization cards will be kept on file by the Union and the Town. Deductions shall be made in the first payroll period following the furnishing of authorization cards. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Town in reliance upon authorization cards furnished by the employees and/or Union.
 - Mr. Kryzak indicated this is a generous indemnification clause. It’s up to the Board whether or not the Town wants to take on the headache of being responsible for collecting union dues or not. The Board is leaning toward no. It puts the responsibility back on the employee.
- Section 800 “Employee Benefits”
 - Section 801 “Holidays” – retain. **Add: Juneteenth and the day after Thanksgiving. Add language that if the Highway Superintendent calls in members to work the day after Thanksgiving because of a storm, such hours are not eligible for overtime.**
 - Section 802 “Vacation Leave Policies” - retain, except: Termination of Employment: ~~In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.~~
 - That would allow for getting paid out for sick time and unused vacation when you are terminated.
 - Section 803 “Sick Leave Policies” – retain, except: Medical Verification - The Town may require medical verification of an employee's absence if the ~~Town perceives the employee is abusing sick leave; or has used an excess amount of sick leave; or when an employee is absent for more than three consecutive workdays due to an illness or injury,~~ **or if the employee has exhibited a pattern of sick leave abuse.**

- Section 804 "Personal Leave Policies" - retain.
- Section 805 "Insurance Coverage" - retain, except eliminate "Elected Official."
- Section 806 "Medical Plans" - retain, except as indicated below:
 - Insurance Plan -- The Town may, at its discretion, change carriers and/or offer an alternative plan, provided that the replacement plan's benefits are equal or superior to the existing plan, and at comparable or more favorable cost.
 - This is a tough one because it takes the ability of the town board to do an action that would probably save the town from having to borrow money or potentially busting a tax cap. It's a last resort to cut insurances, however, before you start cutting employees, the first thing you would want to do is start cutting some of the expenses, so it's up to the Board. Example, Down the road if you cant afford the insurance we have, can switch to a silver plan or if you want to keep the gold plan then have to eliminate two pisions in order to make the payments essentially. Add more language to enable a legislative body in an emergency to do financial changes on insurance.
 - Confidential Administrator Lisa DeGroff commented adding instead of it reading that it has to be equal or superior under all the plans, why not leave it in and commit to the percentage that the town is agreeing to pay
 - Mr. Kryzak stated that he is going to ask for more specific language to enable the town in an emergency to do financial changes on insurance. **Town to adjust plans based on hardship for temporary measure's.**
 - Angela asked if he could add that employee's could pay the difference if needed.
- Full-time Elected Officials -- eliminate.
- Enrollment Information -- Final line should read "... and submit the enrollment forms to
- the Assistant to the Town Supervisor on time in a timely manner during the open
- enrollment period, or in the case of a qualifying event."
- 807 Prescription Drug Plan -- retain, adding at the end of the last sentence "provided
- that the replacement plan's benefits are equal or superior to the existing plan, and at
- comparable or more favorable cost."

- 808 Dental Plans -- retain, adding at the end of the last sentence "provided that the
- replacement plan's benefits are equal or superior to the existing plan, and at
- comparable or more favorable cost."
- 809 Optical Plans - retain, adding at the end of the last sentence "provided that the
- replacement plan's benefits are equal or superior to the existing plan, and at
- comparable or more favorable cost."
- 810 Continuation of Benefits (COBRA) -- retain.
- 811 Medical Insurance for Retired Employees – retain except eliminating Elected officials and any non-bargaining members.
- Eligibility for Insurance Plan – retain that whole section except the Board may at its discretion change the plan at any time including but not limited to the type of coverage, retiree contributions, and type of carrier “provided that the replacement plan’s benefits are equal or superior to the existing plan at comparable or more favorable cost.” Add same note as before to insurance
- Worker’s comp – there’s no better plan with this because it applies to NY State.
- 813 Disability Insurance – retain.
- 814 Unemployment Insurance – retain.
- 815 Social Security Insurance – retain.
- 816 New York State Employees Retirement System -- retain.
- 817 Education Assistance Policy -- retain.
- 818 Uniforms – retain except as below to bring up to \$750 for clothing and work boots.
 - Ms. DeGross recommended putting in language to make it where there’s no distinction between clothing and work boots and making it a grand total of either or and Mr. Kryzak agreed to add the word **total**. The Board agreed.
- 900 Appliance Policy – retain.
- 901-907 – retain all sections.
- 1000 Safety Section – retain all sections.
- 1100 Communication Procedures – retain.
- 1101 Bulletin Board – amend to add a Union Board “provided by the town in each appropriate building which will be used exclusively by the Union for posting notices”.
- 1200 Dispute Resolution – “replace all references to the employee handbook throughout the section with agreement or collective bargaining agreement”.

- Mr. Kryzak indicated that they will go with collective bargaining agreements to keep it consistent throughout the document.
- Appeal to the Town Board step 3 – remove final sentence which is **all decisions rendered by the Town Board will be final and binding**
 - Mr. Kryzak indicated that if Step 3 is unacceptable then they will go to arbitration. Mr. Kryzak suggested the people to his left understood what going to binding arbitration meant. Then explained that if the Union disagrees with the response to the grievance in Step 3 “the Union may submit the matter to arbitration.”
- Step 4 is arbitration “by finding the demand for arbitration with New York State Public Employees Relations Board in accordance with its rules and regulations the demand for arbitration must be filed within 30 calendar days from receiving the Step 3 response or when the Step 3 response should have been received. The Town and the Union shall share the fees of the arbitration equally. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provision of this collective bargaining agreement.”
 - Mr. Kryzak explained that this meant the Union is involved and can give a ruling, but cannot take away or give anything extra. Board was good with the language on arbitration.
- Final Decisions – want to eliminate proper use of dispute resolution procedure sections and get rid of the refusal to proceed with dispute. These sections are read as follows:
 - “proper use of dispute resolution procedure...an employee will not be penalized for proper use of the dispute resolution procedures; however, it is not considered proper use if an employee raises a dispute in bad faith or solely for the purpose of delay and harassment or repeatedly raises meritless disputes. Implementation of the dispute procedure by an employee does not limit the right of the town to proceed with any disciplinary action that is not in retaliation for use of this procedure.”
 - “refusal to proceed with dispute...the town board may at its discretion refuse to proceed with any dispute it determines is improper or baseless under this policy.”

- Mr. Kryzak explained that these sections are not compliant with arbitration which is why the Union wants to remove them. Mr. Kryzak asked the Board if this was ok to keep as they have indicated.
- 1300 Employee Acknowledgment Form

Supervisor Kryzak informed to the Town Board “they” (union?) want to replace it with their own which is basically reads Execution of Agreement and this is the contract last sentence of this document.

- 1301 Duration of Agreement-Collective bargain Agreement shall be effective from January 1, 2026 through December 31, 2028 unless otherwise agreed by parties.

Supervisor Kryzak commented which means if you are not in agreement by a certain date you just alter the date that it starts and ends. Often times, if you start midway through a year they will just add however long that they want to, to make it end on December 31st of whatever year.

- 1302 Savings Clause- Should any of provisions, portions, or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction then the provisions, portions, or applications specified in such decision shall be of no force and effect but the remainder of this collective bargaining agreement shall continue to be in full force and effect upon the issuance of such decision. The Town and the Union shall negotiate an adjustment in the effective provisions, portions, or applications with the intention of effecting the purpose of the provisions, portions, or applications.

Supervisor Kryzak commented essentially nothing in here can be done illegally. Everyone is stuck to using the laws we have in New York State, Binding Arbitration Agreement and no one is going to make stuff up which is what this section really says.

- 1303 Execution of Agreement

Supervisor Kryzak commented basically it is where you want to sign on the dotted line between the Town of Westerlo and the United Public Service Employees Union and that is all they have for the first round of Contracts.

Lisa DeGroff, Confidential Administrator to the Supervisor asked the following question. The individual employees then do they sign anything that would need to be a part of their HR file? Supervisor Kryzak responded, they will sign an agreement with UPSE. So, when you sign on the dotted line with the union, you are signing to basically their contract. They’ll be contracting with the union. The union will be providing representation and they will be signing with the union that they will be following this agreement. Lisa DeGroff questioned does a copy of that

agreement become part of their HR file? Supervisor Kryzak responded yes, it stays in their HR file and the Union generally retains a copy too. Obviously, as a part of this we will have to do all the trainings we generally carry which I didn't see that in there so, I will ask that they address training. Lisa DeGroff questioned in terms of onboarding, when a new employee is onboarding here that handbook, the current handbook, is reviewed with the employees and when they sign the acknowledgement who is responsible for reviewing the union contract with the union employee. Is that the Shop Steward or would that be me? Supervisor Kryzak responded so they don't have that in here but we will ask them to clarify. Generally, when you join a hall like a union hall there is an orientation. They'll put you through an orientation and whatever employer you go out to also has onboarding, so it will probably be both, onboarding through the union and through onboarding here. There may be additional things in the contract that you might have them sign that is not covered under their contract ie; your vehicle policy, your required to have alcohol and drug policy. I don't see that in here, but any policy you have above and beyond the union will want to see those that's common sense. Lisa suggested things like property sign out, drug & vehicle policies, there is also nothing regarding accident reporting, training, credit card use, personal credit card use, IT policy all of that is not in here that they sign. I don't want to go through an onboarding process with an union employee and have them be signing things that the Town has here that could potentially be in violation of a contract. Supervisor Kryzak suggested we could compile all those forms and that is something that basically will go back and forth. Basically, they'll have their contract and a pile of additional forms that the union has okayed, and it will be an onboarding between both organizations. This union is a little different, like the Public Service Union is not the same as like say a carpenters, or labor union where you get bounced around a lot more. Most of the times in these unions when you land someplace you don't go anywhere. There is not as many transient people so once you hash these things out you are really not going to be doing too much more onboarding except for maybe new hires now and again. So, that all needs to be hashed out in the agreement, what additional policies the Town wants to implement and the union would have to give their nod to it and put in there that yes employees are also subject to whatever you want to throw out there ie; Procurement Policy and things of that nature. So, all of that needs to be included in there and will eventually be. This is just a rough draft hashing out where we do and don't align and we will be adding more detail as we go. There will be a few more massages to this thing and obviously every time you massage it you find more questions and you will be clarifying as we go. I have never seen one go through that didn't take about three rounds to make sure everyone had everything they needed. This is rough, we will send it to our labor attorney, he'll put in the language that is needed, they in turn will shoot it back. We can always come to the table together which is very productive. Which you can hash it out by talking and make your own notes and that kind of cuts it short. So, that will be something we can work to in the future as well. When we do the face-to-face meeting with the union, for Open Meetings

Law, I can have only one other board member present. So, it does kind of take away from the other Town Board members participating in a face-to-face negotiation. Which is why, this was good to have or the board got to see everything we got to discuss everything in public because if we are going to have face-to-face negotiations, it cannot be with a full Town Board.

Town Clerk Karla Weaver did not think that was true. If you do an Executive Session to discuss a Union you are going to have the full Town Board. Supervisor Kryzak advised he will have to check on that one. She indicated that makes no sense to me. Supervisor Kryzak responded because there are certain things that you wouldn't be subject to an Executive Session. She offered her thought that would be a situation that you would, I would imagine. Supervisor Kryzak advised since he's not an attorney I will make sure we'll do that with the labor attorney. The Town Clerk believed you would want the entire Board. Supervisor Kryzak responded I get your point, but if you are listening to what I am saying, that is what I just said. I am trying to include the entire Board as much as you can without violating any policies.

Councilman Mahan asked Peter Voisey the Shop Steward for the union, how do you feel about new employees starting out with the same pay as guys who have like 5, 6, 10 or 20 years. Mr. Voisey indicated that is addressed under longevity in the contract. Councilman Mahan indicated that does not address starting pay. If a guy comes in from nowhere that has never driven a truck and that doesn't have a Class to start off with the same pay as Tiger or Sal. Supervisor Kryzak noted that Councilman Mahan is referencing like an Apprenticeship Program. A lot of unions will have pay scales based on experience like when they first come into the union there will be an apprenticeship program they have to go through and how that effects their credentials vs. what you guys have. That is something we can ask the union to clarify if there are things you guys do or don't want in that. Generally, when you enter the union, you are not going in on full journeyman rate it's based on experience.

Mr. Voisey reported what we are looking to do is get a contract, so with this there is a lot of clarification, so this is something to keep mind, yes, I can see that. Philip Mackey reported we are trying to find the best of both worlds. We want retention but, we also want to get people in the door. If you have that program, it is very hard to find people that are going to come in and work for a lot less. So, if everyone is the same hourly rate you can get people in the door because they are earning the same amount as everyone else, but you're not getting it for those with longevity of say Sal with 20 years, or I've been here 5 years. A guy with zero years is not getting the same check as either one of us. Mr. Kryzak remarked that is the easiest way to do it to get people in the door. Councilman Mahan advised they could have steps/grades 1-5 like they do with a fire dept. in the Albany with the Police you have to be there 5 years. Mr. Mackey reported it is tuff to do a step program when you only have seven employees though.

Mr. Voisey responded, I think what Philip is saying here is a step program, which I understand what you are saying with a step program, especially with a municipality, we are locked into how much we can go up. In going down, then it will keep people from coming in. There is a tradeoff just being with a municipality. I would like to see us go up. Supervisor Kryzak responded at the end of the day it is whatever you guys propose and whatever is agreeable to the legislative body of the Town, so however you guys think you want to cut it. Councilman Mahan advised that is why he brought up his question. Sal Spinnato mentioned, not all new hires are qualified to be operators. A probationary period where usually they start out at a lower rate of pay, after a period of 6 months they prove themselves, or whatever the timeframe is that is in the handbook, they can then be brought up to normal pay.

Lisa DeGross thought there is no such thing as a shop steward until the contract was in full force. Supervisor Kryzak mentioned they'll want to name somebody as Shop Steward before you get a contract just because they want a point man. The Shop Steward won't technically be the shop steward until we have a contract. Lisa asked, the person elected by the body of the union? Mr. Kryzak said yes, which he believed Mr. Voisey had already been unofficially through the union's negotiations. Mr. Voisey commented so basically, I'm nothing. Mr. Kryzak said no you are, but with the union, but just not with the Town yet, that's fine we can hash all that stuff out.

Appointment of Planning Board/Zoning Board of Appeals Member

Supervisor Kryzak advised we still have more stuff to cover, I almost forgot, I'm glad you guys reminded me. We are going to move forward and go on down the line, give me a moment. Alright so under other stuff under new business we have to make an appointment for the Planning Board/Zoning Board. A member of the Planning Board/Zoning Board had resigned. We do still have another backup waiting in the wings that we had already appointed as a backup, who is essentially Laura Dillon. We have interviewed her three times. She is the last alternate we have for the position. So, we're looking to appoint our last alternate we have in the wings to the Planning Board /Zoning Board of Appeals. If there is any discussion, you all remember her, she works for the state. So, I will go ahead and make this motion to appoint her to the Planning/ Zoning Board and that way we have a full board again.

I, Councilmember Matthew Kryzak offer the following Resolution:

WHEREAS, there is a vacancy on the Planning Board/Zoning Board of Appeals, and
WHEREAS, the Planning Board/Zoning Board of Appeals has an Alternate Member available,
WHEREAS, a Westerlo resident has expressed an interest and has been interviewed, and
WHEREAS, Laura Dillon has expressed an interest in assuming the position of
Planning Board/Zoning Board of Appeals Member to fill the remainder of the vacancy for a term
to expire December 31, 2025, and therefor now be it

RESOLVED: that the Town Board of the Town of Westerlo does hereby appoint Laura Dillion to the position of Planning Board/Zoning Board of Appeals Member for the remainder of a one-year term effective November 5, 2025 to December 1, 2025, and I, Councilmember Matthew Kryzak make a motion to adopt the foregoing resolution, do I have a second.

Councilman Mahan seconded the motion, a vote resulted as follows:

AYES: Supervisor Kryzak, Councilman Mahan, Councilman Beers and Councilwoman Pecylak.

Councilwoman Burnside exited the meeting early.

NAYS: None.

RESOLUTION # 132 -2025 was duly adopted.

Appointment of Clerk to the Assessor, Clerk to the Code Enforcement Officer & Clerk to the Planning Board/Zoning Board of Appeals

Stopped here at 1h 28m 52 s - minutes are not finished, goes until 1h 47m 02s, also Res #'s need to be added and need to be proofed. I believe these were due yesterday 11/20/25.

The Supervisor advised the TownBoard needed to make an appointment to the Clerk to the Code Enforcement Officer/Assessor/PB/ZBA. He indicated he will go ahead and read this. The person that took that position, left to take another position and therefore it is vacant. Their second choice is still interested in the position. Supervisor Kryzak read the following:

I, Council member_Matthew Krzyak offer the following resolution:

WHEREAS: The position of Clerk to the CEO/ASSESSOR/PB/ZBA is currently vacant due to the resignation of previously appointed Clerk Juanita Elder and,

WHEREAS: The Town of Westerlo already had interviewed eligible applicants from the previous advertisement and,

WHEREAS: A Westerlo resident has expressed an interest in the position of Clerk to the CEO/ASSESSOR/PB/ZBA, now therefore be it

RESOLVED: that the Town Board of the Town of Westerlo does hereby appoint Nicole Grace the position of Clerk to the CEO/ASSESSOR/PB/ZBA for the salary of \$21,200.00/annually

Supervisor Kryzak made a motion to adopt the foregoing resolution.

Councilwoman Pecylak seconded; a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Pecylak, Councilman Beers,
Councilman Mahan

NAYS: None

RESOLUTION # 133 - 2025 was thereby duly adopted.

RESOLUTION TO ADVERTISE FOR ATTORNEY SERVICES

Supervisor Kryzak mentioned he has a resolution to advertise for attorney services for the town since George McHugh is retiring at the end of the year. He read the following:

I, Council member Matthew Kryzak offer the following resolution:

WHEREAS: George McHugh has tendered is resignation and is retiring as Town Attorney for the Town of Westerlo, effective December 30, 2025, and

WHEREAS: The Town Board would like to advertise for proposals for this vacancy, and now therefore be it

RESOLVED: that the Town Board of the Town of Westerlo does hereby authorize the Town Clerk to advertise for the services of Town Attorney and General Municipal Legal Services for the Town of Westerlo for a period of two weeks.

Supervisor Kryzak made a motion to adopt the foregoing resolution.

Councilwoman Pecylak seconded; a vote resulted as follows:

AYES: Supervisor Kryzak, Councilwoman Pecylak, Councilman Mahan,
Councilman Beers

NAYS: None

RESOLUTION # 134 - 2025 was thereby duly adopted.

The Town Clerk asked when Councilwoman Burnside left the meeting. It was determined she left at 6:25 pm.

PUBLIC COMMENT

Library Trustee Angela Carkner asked about the Town budget. In 2021 the budget was just under \$3 million dollars and now 5 years later it's at \$4 million. She wondered what fail safes are in place to prevent a large tax increase from happening to the residents. Supervisor Kryzak responded that they've dealt with mega inflation. The Town is getting a lot more sales tax from the county and there is good revenue streams from real estate tax. He continued that they are doing year to year is adding contingency to the budget and maxing out the 2% to allow for a good savings/surpluss, right now there is about \$600k of unallocated fund balance. Most big

emergencies will be covered under the 1.2 million in the capital improvement such as truck or building issues. Using some fund balance next year but don't want to deplete the fund balance too much. By using fund balance we have not had to go over the tax cap like in the past where a local law had to be done. The only way he can see not having an emergency tax hike is making sure you have the reserves, contingencies throughout everyone's budget.

Mrs. Carkner indicated the state comp wants us to spend money, and not accruing a big bank account. Mr Kryzak indicated that the State Comptroller doesn't set a limit on what you can have as a fund balance. If you earmark funds, they don't have an issue with it which is why the Town took 1.2 million aside for capital improvements. They give guidelines but don't give specifics. They want you to have a certain amount of reserve. Can read about fiscal stress, the town has a score of zero.

Mrs. Carkner asked about investments. Mr. Kryzak advised that the Town is currently investing every month around 4% gains with BOGC. He reads the report every month. The collateralization document is the money that is insured over the FDIC which is a quarter million. BOGC works with M&T to collateralize their deposits. It's always in excess of what is in the bank and is totally separate from what's in the bank. NYCLASS hasn't been super performing over the past couple years and he doesn't like to move major amounts of money. He doesn't want it to look like hes playing 3 card monte, it stays in one bank, collateralized every month and can watch it grow and making money, just not shuffling it around with NYCLASS. Discussion continued. For the last 2 years, BOGC had a larger interest rate than NYCLASS. Mr. Kryzak advised the Town is averaging about \$12,000/mo in interest. Lisa indicated the Capital Reserve Fund money is earning interest and the town wouldn't be able to move all that money to nyclass because of the towns policy, but making more where it is as a whole. Wants clarify with the auditors and comptroller with large sums of money.

Mrs. Carkner commented on the safety of the new culvert in the Town park. She has heard from parents of the kids that kids are going inside the culvert and worried about people falling into the culvert especially at night. She wondered if anything preventative would be done to protect the kids. If it's a big safety hazard could always put a fence around it. Talked about extending it. She suggested grates from protecting kids from going inside the culvert. The Town would have to look into that.

ADJOURN THE MEETING

With there being no further comments or questions, Supervisor Kryzak made a motion to close the meeting. Councilwoman Pecylak seconded; all in favor motion carried. Meeting adjourned at 7:45 pm.

Respectfully submitted,

Karla Weaver,

Town Clerk