TOWN OF PENDLETON
PUBLIC HEARING
November 6, 2024

Supervisor Maerten, Councilman Buechler, Councilman Leible and Councilman Lombardo were present. Councilman Hickman was absent.

Also present:
Deborah Maurer – Town Clerk
Claude Joerg – Town Attorney
Tom Maturski - Budget Officer

There were three residents in attendance.

Supervisor Maerten opened the Public Hearing, beginning with Part 1, at 7:03 p.m.

The notice for the Public Hearings was published in the *Lockport Union Sun & Journal* on November 1, 2024 and on the Town's website.

Supervisor Maerten read the section of the notice for Public Hearing Part 1 aloud.

The purpose of this Public Hearing is as indicated below:

Public Hearing Part 1 on the Preliminary Budget for the fiscal year beginning January 1, 2025, as required by Town Law §108 for the purpose of considering the Preliminary Budget, and receiving comments from the public relative thereto. Said Budget was on file with the Town Clerk of the Town of Pendleton and available for inspection by any interested person during the hours of 8:00 a.m. to 4:00 p.m. The Preliminary Budget was also be located on the Town's website at www.pendletonny.us.

Pursuant to §108 of the Town Law, the proposed salaries of the following Town Officers are hereby specified as follows:

SUPERVISOR	$	28,889.00
COUNCIL (4 @ $12,360 each)	$	49,440.00
TOWN CLERK	$	62,990.00
SUPERINTENDENT OF HIGHWAYS	$	57,114.00

Supervisor Maerten opened the floor for public comments.

Mrs. Annmarie Reeb, of Sheetram Road, presented a written statement outlining her concerns regarding the budget. She also submitted an *Open Book New York Trend Report* for the Town of Pendleton, retrieved from the Office of the State Comptroller. Copies of these documents were provided to the Town Clerk and subsequently forwarded to the Town Board.

Mrs. Reeb expressed concerns about the Town Board's failure to approve the tentative budget and modifications in accordance with Town Law Section 106. She highlighted several issues, including non-compliance of budget codes with the requirements of the Office of the State Comptroller, the omission of funds for A1325-400 despite it being a reported expense in prior years, and discrepancies between preliminary budget amounts and previous budget transfer resolutions.

Mr. Ed Harman, of Lockport Road, submitted a written statement regarding the Preliminary Budget, which he read aloud. His comments focused on the creation of the "stormwater district" for the Meadows at Pendleton North subdivision and the establishment of a $65.00 annual fee per lot. He stated that anticipated revenue from these properties should have been categorized under a specific fund for the stormwater district rather than being included under SS0-10010.

Mr. Harman requested that the 2025 Preliminary Budget be updated to address this issue and that the 2024 Adopted Budget be amended accordingly. He also asked the Town Attorney for an opinion on whether the separation of funds is required and if they must be maintained as distinct accounts.

Mrs. Sara Siracuse, of Monroe Street, began her comments by noting that the new budget format generated by the town's budget software is helpful but contains discrepancies compared to previous budgets, which she believes indicate inaccurate accounting and make the budget difficult to interpret.

She specifically addressed the tax levy page, questioning why it includes $75.00 as estimated revenue for Fire, despite the Fire Reserve account being closed the previous year. Additionally, Mrs. Siracuse expressed disappointment that the H Fund for Capital Projects is no longer included in the budget. She noted that the 2024 budget amendment made in September does not appear in the correct line and inquired about the allocation of funds from the JCAP grant. Lastly, she raised specific questions regarding the Highway Debt Principal Bond.

Mrs. Annmarie Reeb spoke again, continuing her comments after being previously cut short during the public comment period. She reiterated her concerns about increases in budget lines that are not justified by current year expenses and raised questions regarding an Installment Bond Principal payment for DA9720-600. She also pointed out the use of incorrect codes for installment bonds and requested clarification on these issues.

Additionally, Mrs. Reeb noted discrepancies between the budget and the information presented in summary reports. She emphasized that significant issues have been identified with the budget and urged the Town Board members not to approve it.

There were no other public comments for Part 1.

Motion made by Councilman Leible, seconded by Councilman Buechler, to close Public Hearing Part 1 at 7:20 p.m. Motion carried.

Supervisor Maerten opened Public Hearing Part 2 at 7:20 p.m.

Public Hearing Part 2 on amounts to be raised by taxation for Special Districts in the following districts:

PENDLETON WATER DISTRICTS	$	35,975.00
PENDLETON REFUSE DISTRICT	$	644,087.00
PENDLETON FIRE DISTRICT	$	659,817.00

The Special Assessment Rolls have been completed for such districts as required and all tax rates established for benefit districts. All persons interested were heard at the Public Hearing held by the Town Board relative to assessments and amounts to be raised in said districts, and to hear any objections to the Special Assessment Rolls, which were available for inspection at the Town Clerk's Office.

No public comments were made specifically during Part 2 of the Public Hearing, as all comments were addressed previously during Part 1.

Motion made by Councilman Leible, seconded by Councilman Lombardo, to close Public Hearing Part 2 at 7:21 p.m. Motion carried.

Supervisor Maerten opened Public Hearing Part 3 at 7:21 p.m.

Public Hearing Part 3 to authorize a contract with the Wendelville Fire Company, Inc. at a yearly amount as follows:

WENDELVILLE FIRE COMPANY, INC	$	467,000.00

FURTHER NOTICE is given that pursuant to Real Property Tax Law §495, the Exemption report that shows total assessed value on the Final Assessment Roll that was used in the budgetary process that is exempt from taxation is on file with the Preliminary 2025 Budget.

No public comments were made specifically during Part 3 of the Public Hearing, as all comments were addressed previously during Part 1.

Motion made by Councilman Leible, seconded by Councilman Lombardo, to close Public Hearing Part 3 at 7:21 p.m. Motion carried.

Next, Supervisor asked for a motion to approve the 2025 agreement with the Wendelville Fire Company.

RESOLUTION 270-24
2025 WENDELVILLE FIRE COMPANY AGREEMENT
Motion by Councilman Buechler, seconded by Councilman Leible, the following resolution was
ADOPTED: Ayes 4 Maerten, Buechler, Leible, Lombardo
Nays 0
Absent 1 Hickman
BE IT RESOLVED, by the Town Board of the Town of Pendleton, on this 6th day of November 2024, to approve the 2025 agreement between the Town of Pendleton and the Wendelville Fire Company, Inc. as follows:

AGREEMENT

THIS AGREEMENT is a modification of a prior definite sum payment agreement made by and between the Town Board of the Town of Pendleton, in the County of Niagara and the State of New York, hereinafter designated as the party of the first part, and Wendelville Fire Company, Inc. of Wendelville, in the Town of Pendleton, County of Niagara and state of New York, hereinafter designated as the party of the second part, this Agreement shall be for fiscal year 2025;

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Pendleton, a fire protection district known as the Town of Pendleton Fire Protection District, which said district embraces the entire territory of the said Town of Pendleton, as such territory is more fully described in a resolution establishing said district, and duly adopted by the party of the first part on the 5th day of December 1939; and

WHEREAS, the party of the first part has been duly authorized to enter into a contract with the party of the second part for fire protection to said district upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Wendelville Fire Company, Inc., the party of the second part;

NOW, THEREFORE, the party of the second part agrees to furnish such protection in the following manner, to wit:

1. The fire department of the said party of the second part shall, at all times during the period of this agreement, be subject to call for attendance upon and fire occurring is such district, and when notified by alarm or telephone call from any person within the district of a fire within the district, such department shall respond and attend upon the fire without delay and with suitable ladder, pumping and hose apparatus of the party of the second part. Upon arriving at the scene of the fire, the firemen of the party of the second part attending shall proceed diligently and, in every way, reasonable, to extinguish the fire and the saving of life and property in connection therewith.

2. The fire department of the said party of the second part shall, at all times during the period of this agreement, provide emergency service in case of accident, calamity or other emergence in connection with which the services of the firemen may be required.

3. Pursuant to New York Town Law Section 184, the Wendelville Fire Company, Inc., shall annually file with the Pendleton Town Board a statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs

4. It is further agreed by the party of the second part that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of the law, head of city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency of official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or answer any relevant question concerning such transaction or contract, said party of the second part shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal and that any and all contracts made with any municipal corporation or any public department, agency, or official hereof on or after the 1st day of July 1959, by such party of the second part, may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owning by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

NOW, THEREFORE, pursuant to New York Town Law Section 184, the party of the first part does hereby engage the party of the second part to furnish fire protection to said district, in the following in manner, to wit:

1. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the party of the second part shall receive the sum of $467 Thousand Dollars ($467,000.00) for the year beginning January 1, 2025 and ending December 31, 2025.

2. Therefore, the total payment by the party of the first part to the party of the second part for fiscal year 2025 shall be $467,000.00.

3. All monies to be paid under the provisions of this agreement shall be charge upon the Town of Pendleton to be assessed and levied upon the taxable property of the said town and collected with the town taxes.

4. This agreement shall continue for a period of one year from the date hereof. The term of this contract, including renewals, shall not exceed five years.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year above written.

[NOTE: The above resolution was rescinded and approved again at the November 12, 2024, Regular Meeting of the Town Board. See RESOLUTION 282-24.]

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Deborah K. Maurer, Town Clerk