

TOWN OF BETHANY

REGULAR TOWN BOARD MEETING

08 DECEMBER 2025

Supervisor Hyde opened the December 08, 2025 Regular Town Board Meeting at 7:00 p.m. with the Pledge of Allegiance followed by a prayer offered by Councilman Embt.

Town Officials in Attendance were:

Carl Hyde, Jr., Supervisor	Timothy Embt, Councilman
Steve Wells, Councilman	Diane Fowler,
Councilwoman	Shauna Klump, Town Clerk
Bill Elsasser, Councilman	Barb Czworka, Highway
Superintendent	

Town Clerk/Tax Collector Report – Shauna Klump

- Presented the Minutes of the November 2025 Regular Town Board meeting.

A **MOTION** was made by Councilman Embt, duly seconded by Councilman Wells, to approve the Minutes of the November 2025 Regular Town Board meeting as presented. The motion **PASSED** with All In Favor.

- The Clerk’s Monthly Report and Bank Statements for November 2025 were reviewed by the Town Board.
- Clerk Presented resolution for Clerk’s elected position to reside outside township. Tabled until town’s attorney can review.

Board Committee Reports

Councilman Wells

- Planning Board meeting discussed pong, Lor-Rob’s and site plan. Also discussed Cannabis binder and would like more information on where to go. Shauna will reach out to other town’s to see how they proceeded from here.

Bill Elsasser

- Working on Comprehensive plan.

Tim Embt

- No Zoning Board meeting

Diane Fowler

- Water Meeting set in January

ZEO-CEO- Gerry Wood

- No permits this month

Supervisor Hyde

- Reviewed the new Fire Dept. contract with the board a motion was made by Steve Wells and seconded by Tim Embt all in favor. Please see below for the contract.
- Dept of health awarded \$ towards WD#5. 3 million in grants towards WD#5
- The ZEO chair, planning board secretary and planning board chair all have new town emails.
- Williamson Law accounting program will start January 1, 2026.
- New computers have all been ordered.
- Town offices will be closed December 29, and 30th.
- Town attorney retainer for 2026. Please see below. A motion was made by Diane Fowler and seconded by Bill Elsasser.
- The Town is still waiting on the letter from USDA to go out to bid for Phase 2 WD#5.



Town of Bethany
10510 Bethany Center Road
East Bethany, New York 14054
Phone: 585-343-1399

Contract for Fire Protection

THIS AGREEMENT made the 9 day of December 2025 between the Town of Bethany, Genesee County, State of New York, hereinafter called The Town, and the Bethany Volunteer Fire Company, Inc. of the Town of Bethany, Genesee County, and State of New York, hereinafter called The Fire Company.

WHEREAS there has been duly established in the Town of Bethany, a fire prevention district known as The Bethany Fire Protection District, and such territory is more fully described in the resolution establishing such District, adopted by the Town Board of the Town of Bethany on April 13th, 1943; and

WHEREAS, following a Public Hearing duly called, the Town duly authorized this contract with The Fire Company for fire protection and emergency service to said District upon the terms and conditions hereinafter set forth; and

WHEREAS this contract has also been duly authorized by The Fire Company; and

NOW THEREFORE, The Town does engage The Fire Company to provide fire protection and emergency services to The Bethany Fire Protection District and The Fire Company agrees to provide fire protection and emergency service as follows:

1. The Fire Company shall at all times during the period of this agreement be subject to call for attendance on any fire occurring in the District, and when notified by alarm or by telephone call, or other means, such Fire Company shall respond and attend upon the fire with suitable equipment and diligently proceed in every reasonable way to extinguish the fire and save lives and property in connection therewith.
2. The Fire Company shall furnish to the property and inhabitants of the Fire Protection District emergency service in the case of accidents, calamities or other emergencies in connection with which the services of firemen would be required.
3. The Fire Company shall always keep in full force and effect adequate public liability insurance coverage to protect itself and The Town and furnish The Town an affidavit of such insurance coverage.
4. The Fire Company shall submit its yearly budget prior to the Town Board

meeting in September, October and November as required by Municipal and State Law. Failure to do so will cause the Town Board to not place a fire prevention tax on the upcoming Tax Roll

5. In consideration of furnishing fire protection and emergency service in accordance with this contract, The Town covenants and agrees, on behalf of The Bethany Fire Protection District, to pay to The Fire Company, the sum of One Hundred Thousand Six Hundred Fifty Dollars (\$100,650.00) for fire service to be paid upon the collection of taxes by the Town for said purpose on or before April 1st of each year.

6. This agreement shall run for a period of one year commencing on January 1, 2026, at 00:00:01 and terminating on December 31, 2026, at 12:00:00pm.

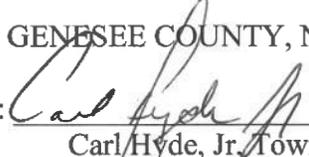
7. The Town of Bethany will pay the debt service for water district 5 on behalf of the BVFC. When the Bethany Volunteer Fire Company receives the bill in January, they will immediately bring it to the Town Supervisor to be paid.

8. The Fire company shall keep current the Town Code Enforcement officer, Town Supervisor and Deputy Supervisor on the current Fire Company call notification system.

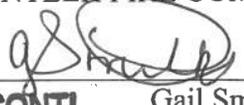
9. The Fire Company shall provide a monthly print out of all Emergency calls for the Fire Company (Fire and EMS) along with the type and number of calls apparatus went to and the number, type and reason no apparatus went. A negative trend will be cause for a discussion at the Town Board meeting with the Fire Company Chief and the Fire Company President.

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


DEBORAH J. CONTI
Notary Public - State of New York
No. 01CO6089911
Qualified in Genesee County
My Commission Expires Mar. 31, 2027

BY: 
Carl Hyde, Jr. Town Supervisor

BETHANY VOLUNTEER FIRE COMPANY, INC.

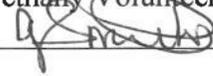
 BY: 
DEBORAH J. CONTI Gail Smith, President
Notary Public - State of New York
No. 01CO6089911
Qualified in Genesee County
My Commission Expires Mar. 31, 2027

STATE OF NEW YORK)
COUNTY OF GENESEE) SS:

On this 9 day of DECEMBER 2025, before me, the subscriber, personally

appeared **Carl Hyde, Jr.**, who hereby certified to me that (s)he is the Town Supervisor for the Town of Bethany and known to me to be the same person described in and who executed the within instrument, and (s)he duly acknowledged to me that (s)he executed the same.

On this 9 day of DECEMBER 2025, before me, the subscriber, personally appeared **Gail Smith**, to me personally known, and being by me duly sworn did dispose and say that (s)he resides in The Town of Bethany, Genesee County, New York; that (s)he is the President of The Bethany Volunteer Fire Company, Inc., the corporation described in and which executed the above instrument; and that his/her signature is affixed by Membership of said corporation, The Bethany Volunteer Fire Company, Inc.




DEBORAH J. CONTI
Notary Public - State of New York
No. 01CO6089911
Qualified in Genesee County
My Commission Expires Mar. 31, 2027

DIMATTEO ROACH & KELLY

ATTORNEYS AT LAW

DAVID M. DIMATTEO, ESQ.
ELIJAH H. MCWHINNEY, ESQ.

DAVID M. ROACH, ESQ.

MARSHALL A. KELLY, ESQ.
TAYLOR A. ERHARDT, ESQ.

December 3, 2025

Carl Hyde, Supervisor
Town of Bethany
10510 Bethany Center Road
East Bethany, NY 14054

Sent via USPS and E-mail:

Re: Retainer Letter for Town Attorney

Dear Supervisor Hyde:

The purpose of this letter is to confirm our engagement for the position of Attorney for the Town of Bethany and to outline the basic services to be provided in exchange for the compensation set forth hereinafter. It is agreed and understood that our client for purposes of this representation is the Town of Bethany and not any of its individual officers, board members, or employees. Absent any special arrangements made, all legal work done by this office will be on the terms and conditions set forth in this letter.

COMPENSATION

The compensation for the basic services hereinafter described will be billed at an hourly rate of \$250.00 for attorney time, \$150.00 for paralegal time, and \$80.00 for support staff time. Invoices will be sent monthly, and shall be paid within sixty (60) days by the Town. Compensation for services beyond the scope of basic services (hereinafter referred to as "additional services") shall be billed on an hourly basis at the rate of \$300.00 per hour for attorney time, \$150.00 for paralegal time, and \$80.00 for support staff time, with the lowest billable increment of .10. Compensation for these additional services shall be billed monthly by invoice and shall be paid by the Town within sixty (60) days. Failure to pay invoices within the aforementioned time frame may result in our office halting any or all legal services until payment is received.

BASIC SERVICES

The basic services to be provided in consideration for the above compensation shall be as follows:

- A. General legal consultation to the Supervisor and/or Town Board;
- B. General legal consultation to the Zoning Board of Appeals and/or Planning Board, exclusive of commercial and industrial site plan reviews or substantial residential subdivision reviews;

- C. Legal consultation to the Town Clerk on general administrative matters;
- D. Legal consultation to such Town Department heads as directed by the Supervisor;
- E. General Legal consultation with the Zoning Officer;
- F. General Legal consultation with the Assessor and Board of Assessment Review;
- G. Attendance at occasional meetings of the Town Board as requested by the Supervisor; it is understood and agreed that attendance at all regularly scheduled meetings shall not be required;
- H. Basic contract review;
- I. Drafting of Local Laws to revise existing provisions of the Town Code.

ADDITIONAL SERVICES

Services beyond the above-mentioned Basic Services and which will be performed at the above named hourly rates shall include the following:

- A. Litigation in any Federal, State, County or Local courts;
- B. Appearance before Federal, State, County or Local administrative agencies;
- C. Drafting of original Local Laws on subject matter not currently included in the Town Code;
- D. Representation of the Town in zoning and planning matters consisting of commercial or industrial site plan/subdivision reviews or substantial residential subdivision reviews;
- E. Improvement District formation;
- F. Representation in connection with capital development projects;
- G. Contract negotiation;
- H. Environmental Matters;
- I. Dissolution;
- J. Bond Anticipation Notes, including renewals, will be charged a flat fee of \$500.00;
- K. Annexation;
- L. Municipal Real Estate transactions.

COSTS

Advances made by this firm for expenses such as travel, long distance telephone calls, filing fees, photocopying, telecopy transmission, postage and overnight delivery, computer-assisted research, special deliveries, other similar costs incurred in the research, special deliveries, consultants' fees and other similar cost incurred in the performance of the above services will be billed to the Town as costs are expected to be substantial, however, they may be billed directly to the Town, without being advanced by this office. Large expenses will not be advanced on your behalf without prior approval of the Town Board.

If the terms of our representation are agreeable to you, please sign the enclosed copy of this letter and return it to the undersigned to confirm your acceptance of the terms of our engagement.

Highway Superintendent- Barb Czworka

- Plow Runs: November 10- December 7th.
- 2 truck routes 10/ 2 truck route 6
- 1202 Pete passed inspection
- 1203 Mack another fun month, we had another antifreeze leak the farthest point from the shop, and on a nice snowy cold morning. Got it ½ put together and truck back in shop. Finished project inside, due to face we must drop plow forward to add anti-freeze.
- 1204 had air leaks all fixed now/ lights on box of 1204 quit working, all fixed.
- Finally got proper hoses for Backhoe, it is up and running again.
- All trucks have been undercoated.
- Shop is still not back together, waiting on them to do inside trim on windows and doors.
- We built a base for the yellow and blue sign and put it in front of the Quonset
- Zero turn has been serviced and cleaned.
- Since they have installed up to date exit signs, we are having some issues. Call Zach for no lights in Vault or front office. Now we have discovered we have no lights or visible plugs by the work bench.
- Door #2 has a mind of its own, it has been randomly opened by itself.
- Installed a driveway on Molasses Hill Road.
- Got sander reading for going in 1210, but now we are having trouble with connections on front for plow.
- 1201 blew a sander line on Thanksgiving, thank you County they made us a line on Friday while they were at work for a plow run.
- Pavilion came with backhoe with thumb on and helped us clean up branches and vines on shoulder of Jerico Road.
- Got plow and wing on 1205 International.
- Changed wing blade on 1201.
- Have had 2-part timers ride in plow trucks to start their training.

Adjournment

A **MOTION** was made by Councilwoman Fowler, duly seconded by Supervisor Hyde to adjourn the meeting at 8:04 p.m. The motion **PASSED** with All In Favor.

BY ORDER OF THE
BETHANY TOWN BOARD
DATED: December 08, 2025

Respectfully Submitted,

Shauna Klump, RMC
Bethany Town Clerk