

**TOWN OF HUME  
TOWN BOARD MINUTES  
DECEMBER 10, 2025  
7:00 PM**

The regular monthly meeting of the Hume Town Board; Allegany County; Fillmore, New York was held at the Fillmore Firehall. Officials in attendance were: Supervisor Darlene Mason, Councilmen Christopher Austin, Andy Peet, and Town Clerk Dawn Bentley. Absent were Pete Hopkins and Warren Smith.

**IN ATTENDANCE:** Tammy Peet, Kevin Peet, Todd Smith, Kevin Margerum, Cory Burrows, and Richard Buck

**OTHERS IN ATTENDANCE: SEE ATTCHED**

Meeting was called to order by Supervisor Mason, Pledge of Allegiance was recited, and moment of silence was observed by all in attendance.

**MINUTES**

Motion by Councilman Austin, Second by councilman Peet to accept meeting minutes from November 2025 meeting with one correction under James Mason it should have added to it "James R. Mason and RG Mason Auctions and any such future business that Mr. Mason would decide to open at Trall Rd, may receive any deliveries required to operate such business."

3 ayes 0 noes            So Carried

**MUSEUM** – NO REPORT

**DOG CONTROL** – NO ACTIVITY – MONTHLY REPORT IN BOARD FOLDERS

**TOWN CLERK** – Dawn Bentley

All quiet

**JUSTICE** – Todd Smith

Gave board information on the Judicial Security Act – 3 new laws inplace to remove accessibility to information about Justices and their families. Unified Court System - Delete Me. Tabled until January meeting.

Court is busy – seem to have more criminal cases.

**7:18 pm**

Motion made by Councilman Peet to start the Public Hearing, Second by Councilman Austin.

3 ayes 0 noes            So Carried

**SEE ATTACHED RESOLUTION #21**

Dennis Ricketts questioning maybe we should buy water from Caneadea.

Motion made by Councilman Austin to pass water rate changes/increase, Second by Councilman Peet.                    3 ayes                    0 noes                    So Carried

Sewer Rates                    **SEE ATTACHED RESOLUTION #22**

Motion made by Councilman Peet, Second by Councilman Austin to pass sewer rate changes/increase.    3 ayes                    0 noes                    So Carried

**HIGHWAY** – Kevin Peet

Paladin 96 RHFA Tractor Mount Angle Sweeper in the amount of \$13,893.00

Motion made by Councilman Austin, Second by Councilman Peet to purchase the Paladin 96.

3 ayes                    0 noes                    So Carried

Overhead door with remote and eye, in the amount of \$11,398.00

Motion made by Councilman Austin, Second by Councilman Peet to order the overhead door.

3 ayes                    0 noes                    So Carried

Just trying to keep up with the weather.

**COMMUNITY FORUM**

Tom Bower – Wiscoy water project update – notification of funding. Town has submitted everything that was needed, just waiting at this point.

Code Enforcement – Keeler variance approved

**SUPERVISOR** – Darlene Mason

Agreement – updating Little League – concerning mowing.                    **SEE ATTACHED**

Motion made by Supervisor Mason, Second by Councilman Peet to approve Little League mowing agreement.    3 ayes                    0 noes                    So Carried

Baseball field lease agreement 2026 \$3250.    **SEE ATTACHED**

Motion made by Supervisor Mason, Second by councilman Peet to approve Baseball Field increase.    3 ayes                    0 noes                    So Carried

Motion made by Supervisor Mason, Second by Councilman Peet to allow Supervisor and Town Attorney to make necessary adjustment. 3 ayes 0 noes So Carried

Letter from Margaret Mills regarding parking on Minard Street for church.

Supervisor Mason recognizing Chris Austin for all years of Service with the Town of Hume, Darlene presented him with a certificate.

Motion made by Councilman Peet, Second by Councilman Austin to pay all bills.

3 ayes 0 noes So Carried

Motion made by Supervisor Mason, Second by Councilman Peet to adjourn the meeting.

3 ayes 0 noes So Carried

Next meeting January 14<sup>th</sup>, 2026 at the Town of Hume Museum/Courthouse, 10542 Claybed Rd, in the hamlet of Hume.

The above is true and accurate to the best of my knowledge;

Dawn Bentley

Town Clerk

# Sign In.

Please print.

- 1 Tommy Peet
- 2 Jen Austin
- 3 Jennifer Eichel
- 4 Tyler Johnson
- 5 Rosemarie Gai
- 6 Tom Bower
- 7 Andy Chamberlain
- 8 Karen Chamberlain
- 9 Richard Mason
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At a regular meeting of the Town Board of the Town of Hume, in the County of Allegany, New York, held at the Fillmore Fire Department at 24 South Genesee Street, Hume, New York in said Town, on December 10, 2025.

PRESENT:

PRESENT  
Darlene Mason, Supervisor

PRESENT  
Chris Austin, Councilman

PRESENT  
Andrew Peet, Councilman

absent  
Peter Hopkins, Councilman

absent  
Warren Smith, Councilman

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**In the Matter of:**

**Proposed Sewer District Rate Increases**

**in the Town of Hume, in the**

**County of Allegany, New York**

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**RESOLUTION # 22**  
**APPROVING SEWER**  
**RATE INCREASES**

WHEREAS, the Town Board of the Town of Hume New York (the "Town"), has performed an analysis of the costs of infrastructure repair and maintenance and determined that sewer rates should be increased: and

WHEREAS, the Town Board of the Town of Hume previously adopted a Resolution and Order authorizing the Town Board to increase said rates from time to time; and

WHEREAS, copy of the fiscal analysis and calculations showing the actual costs and labor of the operation of the sewer system are attached to and made part of this resolution; and

WHEREAS, the Town Board set this Public Hearing to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and

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WHEREAS, such order was duly published and posted as required by law; and

WHEREAS, a hearing on said matter was duly held by said Town Board on December 10, 2025 at the Fillmore Fire Department at 24 South Genesee Street, Hume, New York in the evening on said day, and having heard from the public regarding the proposed sewer district improvements; and

WHEREAS, pursuant to said analysis, it is the intention of the Town Board of the Town of Hume, to adopt the rate increases as determined by the analysis and now, after due deliberation, it is

RESOLVED AND DETERMINED:

- a. That the notice of hearing was published and posted as required by law, and is otherwise sufficient;
- b. That the sewer rates shall increase from \$72.00 per quarter to \$92.00 per quarter;
- c. That the sewer rates shall increase from \$3.50 per 1,000 gallons to \$12.25 1,000 gallons;
- d. That said rates shall become effective January \_\_1\_\_, 2026.

This resolution shall take effect immediately. Dated: December 10, 2025

Yes

Darlene Mason, Supervisor

Yes

Chris Austin, Councilman

absent

Warren Smith, Councilman

absent

Peter Hopkins, Councilman

Yes

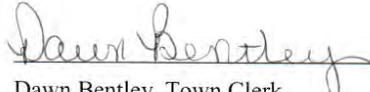
Andrew Peet, Councilman

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STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ALLEGANY    )

I, Dawn Bentley, Town Clerk of the Town of Hume, in the County of Allegany, New York, DO HEREBY CERTIFY that I have compared the preceding Order with the original thereof filed in my office on December 11, 2025, and that the same is a true and correct copy of said original and of the whole thereof so far as the same relate to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this December 10, 2025.

  
Dawn Bentley, Town Clerk



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At a regular meeting of the Town Board of the Town of Hume, in the County of Allegany, New York, held at the Fillmore Fire Department at 24 South Genesee Street, Hume, New York in said Town, on December 10, 2025.

PRESENT:

PRESENT  
Darlene Mason, Supervisor

PRESENT  
Chris Austin, Councilman

PRESENT  
Andrew Peet, Councilman

absent  
Peter Hopkins, Councilman

absent  
Warren Smith, Councilman

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**In the Matter of:**

**Proposed Water District Rate Increase and Debt Service Reduction  
in the Town of Hume, in the  
County of Allegany, New York**

**RESOLUTION # 21  
APPROVING WATER  
RATE INCREASE**

WHEREAS, the Town Board of the Town of Hume New York (the "Town"), has performed an analysis of the costs of infrastructure repair and maintenance and determined that water rates should be increased: and

WHEREAS, the Town Board of the Town of Hume previously adopted a Resolution and Order authorizing the Town Board to adjust said rates from time to time; and

WHEREAS, copy of the fiscal analysis and calculations showing the actual costs and labor of the operation of the water system are attached to and made part of this resolution; and

WHEREAS, the Town Board set this Public Hearing to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law; and

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WHEREAS, such order was duly published and posted as required by law; and

WHEREAS, a hearing on said matter was duly held by said Town Board on December 10, 2025 at the Fillmore Fire Department at 24 South Genesee Street, Hume, New York in the evening on said day, and having heard from the public regarding the proposed water district improvements; and

WHEREAS, pursuant to said analysis, it is the intention of the Town Board of the Town of Hume, to adopt the rate increases as determined by the analysis and now, after due deliberation, it is

RESOLVED AND DETERMINED:

- a. That the notice of hearing was published and posted as required by law, and is otherwise sufficient;
- b. That the water rates shall decrease from \$51.50 per quarter to \$42.15 per quarter;
- c. That the water rates shall increase from \$4.49 per 1,000 gallons to \$12.00 per 1,000 gallons;
- d. That said rates shall become effective January \_\_1\_\_, 2026.

This resolution shall take effect immediately. Dated: December 10, 2025

Yes

Darlene Mason, Supervisor

Yes

Chris Austin, Councilman

absent

Warren Smith, Councilman

absent

Peter Hopkins, Councilman

Yes

Andrew Peet, Councilman

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## **BASEBALL FIELD LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this 10<sup>th</sup> day of December 2025, between the **TOWN OF HUME**, a municipal corporation of the State of New York with offices located at 20 North Genesee Street, Fillmore, New York 14735, hereafter referred to as the "Town", and the **FILLMORE CENTRAL SCHOOL**, a School District of the State of New York with principal offices located at 104 West Main Street, Fillmore, New York 14735, hereafter referred to as the "School District", and **FILLMORE LITTLE LEAGUE, INC.**, a Not-For-Profit Corporation of the State of New York, with principal mailing address at P.O. Box 315, Fillmore, New York 14735, hereafter referred to as the "Little League":

### **WITNESSETH:**

**WHEREAS**, the Town, School District and Little League are making certain needed changes and improvements in the baseball field located in the Town Park, located on Park Street, and wish to provide clear terms and conditions for the ongoing use, maintenance and operation of such baseball field, including such improvements, and

**WHEREAS**, the School District has utilized the Town Park facilities for sports events and recreational use of its students, and Little League has utilized the Town Park facilities for sports events and practices by its members and program participants, and

**WHEREAS**, the Town, School District and Little League now wish to enter into an agreement under which the School District and Little League will provide ongoing financial assistance to the Town to defray a portion of the expense of operating and maintaining the baseball field:

**NOW THEREFORE**, the parties identified above mutually agree and covenant among and between themselves as follows:

1. The Town agrees to lease to the School District and Little League the use of the baseball playing field and related facilities, for regularly scheduled sports events and other official school and Little League activities.
  
2. It is understood and agreed by and between all parties that School District sports teams will have priority for any regularly scheduled activities during the months of March, April and May of each year. The School District may have use at other times provided it has given advance written notice to the Town and Little League, and further provided that no other activities were previously scheduled for the playing field or facilities. The School District agrees to provide advance written notice to the Town of the regular meets, games and other activities that will comprise the use of the Town Park by the School District, its students, personnel and staff. In the event that the School District

needs use of the baseball field for playoffs, sectional games, or similar events during the month of June of each year, it shall provide the Town and Little League, with a minimum of 24-hours notice of its need for such use. Nothing herein shall prevent the Town and/or Little League from granting permission for use by the School District on shorter notice.

3. It is understood that the Town retains ultimate control over the Town Park, including the baseball field, and final decisions regarding scheduling and use conflicts shall be made by the Town Board of the Town of Hume.
  4. The School District agrees to pay to the Town the sum of \$3,250.00 for 2026 and \$3500.00 thereafter per year to assist in defraying the cost to the Town of maintaining and operating the baseball field located in the Town Park, such payment to constitute the rental for the School years of 2026 through 2031.
  5. It is agreed that Little League will not be required to pay any annual rental amount to the Town as consideration for its use of the baseball playing field, but it is understood that Little League will provide regular assistance and support for maintenance and upkeep of the baseball playing field.
  6. The term of this lease shall be for five (5) years which shall commence on January 1, 2026, and will extend through December 31, 2031. Any party wishing to terminate or change this contract must notify the other parties in writing by July 1 of the year preceding the effective date of the proposed change.
  7. It is agreed that the School District shall have ongoing responsibility for maintaining and caring for the non-grass (dirt) portion of the infield facilities of the baseball field. The Town shall have ongoing responsibility for maintaining and caring for the infield grass and outfield facilities of the baseball field.
  8. The School District and Little League each acknowledges that it/they shall be liable for any claims or damages that may be made against either itself/themselves or the Town as a consequence of its/their use of the Town Park pursuant to this agreement. It is hereby confirmed that the School District and Little League shall obtain and maintain liability insurance to cover its/their use of the Town Park premises pursuant to this agreement, and each entity agrees to provide a certificate of insurance to the Town or its successors, and to each other, on an annual basis.
  9. The Town and School District have entered into this agreement pursuant to the authority granted in General Municipal Law Section 72-H.
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10. Each party agrees that this Agreement shall become effective only after its approval by the governing Board of each party.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officials, who have received authority to enter into this agreement from their respective governing Boards, as of the day and year set forth above.

TOWN OF HUME .

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**Darlene Mason, Supervisor  
Town of Hume**

FILLMORE CENTRAL SCHOOL DISTRICT

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**Matt Hopkins, President  
Board of Education**

FILLMORE LITTLE LEAGUE, INC.

BY \_\_\_\_\_  
**Christopher Austin, President  
Board of Directors**

## AGREEMENT

Agreement made this 10th day of December, 2025 between the Fillmore Little League, Inc. and the Town of Hume, Allegany County, State of New York.

WHEREAS, the Fillmore Little League, Inc. (hereinafter called "Little League") and the Town of Hume (hereinafter called "Town") wish to provide additional park recreational space for the use of residents of the area and wish to provide for a clear understanding of the responsibilities of the parties concerning this project, this agreement replaces the former Village of Fillmore Tennis Court agreement, transferred to the Town of Hume when the village of Fillmore was dissolved.

NOW THEREFORE, the parties hereto do AGREE and COVENANT as follows:

1. The Little League agrees to lease to the Town the land on which a Park Pavilion facility has been constructed and erected subject to the conditions and limitations hereinafter stated. It is further understood the Town may elect to erect playground equipment or other park-like amenities near the Pavilion, other added amenities whose locations will be agreed to by both parties.
2. The Town agrees to lease said lands as a part of the Town park system subject to the conditions and restrictions hereinafter stated and as otherwise required by law.

3. It is understood and agreed by both parties that the source of funds for the construction of the Park Pavilion facility is the Town of Hume, and it is further acknowledged that the construction of said Park Pavilion facility has been completed and paid for.
4. The lease of said lands by the Little League shall be upon the following terms:
  - a. The lease shall be for twenty-five (25) years but shall be renewed automatically annually thereafter unless the Town shall fail to perform as required by this agreement.
  - b. The consideration for said lease shall be the maintenance of said Park Pavilion facility in safe, attractive, useable and agreeable conditions; The entire Little League property grass will be mowed and weed walked as needed or by weekly during the growing season, and all driveways will be maintained and chip sealed as needed or every six years by the Town of Hume.
  - c. In the event the pavilion or other town-added amenities is not maintained as described the Town agrees to remove the facility or facilities if the Town should ever add other things like playground equipment. If the parties cannot resolve any dispute the question shall be referred to a town justice from the Town of Caneadea or other neighboring Town to be arbitrated, and the decision shall be final and binding upon both parties. The Little League is required to give written notice of a breach and the Town will make all corrective measures within a (12) twelve-month period or other mutually agreed to remedy.

5. The Town agrees to lease the land from Little League on the terms and conditions set forth at paragraph 4 above.
6. The parcel of land to be leased shall be determined by agreement of the Board of Directors of the Little League and the Town Board of the Town of Hume and a description of said lands shall be annexed to this agreement and made a part hereof.
7. This agreement shall become effective upon its approval by the Board of Directors of Little League and the Town Board of the Town and upon the signing of this agreement by an authorized agent of each corporation.

IN WITNESS WHEREOF, this agreement has been signed this day of, \_\_\_\_\_ by an authorized agent of the parties as stated above.

\_\_\_\_\_  
Darlene M. Mason  
Town of Hume Supervisor

\_\_\_\_\_  
Troy Potter  
Fillmore Little League Vice President