

Town of Hornellsville  
Town Board Meeting  
November 12, 2013  
Time: 7:00 p.m.

Present: Supervisor Kenneth Isaman  
Board Member Ronald Kennell  
Board Member James Giglio  
Board Member Graham Marcus

Absent: Town Clerk Sheryl Isaman  
Board Member William Giese III

Meeting opened with Public Hearing at 7:00 p.m. on Local Law #2-2013  
To override the 2% Tax Cap Legislation pursuant to General Municipal Law 3-c.

Motion made by Kennell and seconded by Giglio to close meeting at 7:03 p.m.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Public Hearing on Preliminary Budget for 2014 opened at 7:05 p.m. with  
Supervisor going over the various parts of the budget and the tax rates for 2014.

Motion made by Marcus and seconded by Kennell to close meeting at 7:09 p.m.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Public Hearing at 7:10 p.m. on Local Law #3-2013 Providing for the Preservation  
of Town Roads in the Town of Hornellsville. Discussed the purpose of the Local Law  
with board and public regulating commercial activities that have the potential to  
adversely affect road right-of-ways.

Motion made by Kennell and seconded by Isaman to close the Public Hearing at  
7:15 p.m.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Regular Town Board Meeting opened.

**MINUTES**

Motion made by Kennell and seconded by Isaman to approve the Minutes of  
October 8, 2013.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**PAY BILLS**

General Bills #310-345	\$ 17,121.37
Highway Bills #192-214	<u>\$49,359.68</u>
Total Bills	\$66,481.05

Motion made by Marcus and seconded by Giglio to pay bills as audited.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**TOWN CLERK'S REPORT – SHERYL ISAMAN**

Town Clerk's Report read by TC Isaman with fees of \$791.00 for the month of October 2013.

Motion made by Kennell and seconded by Marcus to accept the Town Clerk's Report as read.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**JUSTICE REPORTS – GRAHAM MARCUS**

Justice Reports read by Board Member Marcus with Justice Plank with fees of \$9776.00 and Justice McManus with fees of \$1462.00.

Motion made by Kennell and seconded by Giglio to accept the Justice Reports as read.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**CODE ENFORCEMENT REPORT – SHAWN GRASBY**

Code Enforcement Report read by Supervisor Isaman with the activities of the Codes Office for the month of October 2013.

Motion made by Giglio and seconded by Marcus to accept the report.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**ASSESSOR REPORT – KATHERINE DEAL**

Assessor Report for new Assessor Katherine Deal given by Supervisor Isaman with what she has been doing for October 2013.

Assessor wrote in her report the need for updated office equipment to efficiently carry out her job. Discussed upgrading our copier which is older to have scanning. Also, discussed old computer in her office and Town Clerk's Office, all very dated machines with operating systems that will soon no longer be supported by Microsoft.

She researched and got quotes for Xerox machine and three new computer systems, desperately needed for efficiency of the offices

Motion made by Giglio and seconded by Marcus to accept report and to lease a new copier.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Motion made by Giglio and seconded by Kennell to purchase three new computer systems for Assessor and Town Clerk and Deputy Town Clerk.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

#### **PLANNING BOARD REPORT – SUPERVISOR ISAMAN**

Supervisor Isaman read Planning Board Report of meeting of November 5, 2013.

Parcel Split for a property in the Town did not meet the frontage of 200 ft. so Planning Board recommendation to go to ZBA for Variance.

Discussed light district and wind power. Board wanted Kevin Sheen from Overpower to come to next meeting. Supervisor to get him there.

Supervisor discussed Community Grant Money to be used to help new business.

Motion made by Marcus and seconded by Kennell to approve meeting.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

#### **NO FIRE REPORT THIS MONTH**

#### **HIGHWAY REPORT – SUPERINTENDENT JASON EMO**

Highway Report read by Highway Commissioner Kennell with the activities for the month of the Highway Department

Motion made by Marcus and seconded by Giglio to accept report as read.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**SUPERVISOR'S REPORT – KEN ISAMAN**

Discussed with Town Board speaking with new owner of Hornell Do It Best, Barry Walsh and his project moving into the Township.

Also discussed the Public Participation Sector of the Town Meeting and all board agreed as to how to do this.

**PUBLIC PARTICIPATION  
REGULAR TOWN BOARD MEETINGS**

Public period at close of Regular Town Board Business Meeting.

Resident must sign up by name and topic by 6:55 p.m.

No discussion on current litigation.

No repetitive comments by same person month after month.

3 minute speaking time limit per person.

Questions answered in writing within two weeks.

No personal attacks.

**BY ORDER OF THE TOWN BOARD**

Motion made by Kennell and seconded by Marcus to pass public participation regulations.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Motion made by Giglio and seconded by Kennell to accept report.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**NEW BUSINESS**

**LOCAL LAW #2-2013 – OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW 3-c. (Copy attached)**

**Motion made by Kennell and seconded by Giglio to adopt Local Law #2-2013.**

**Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.**

**2014 TOWN BUDGET**

**Motion made by Kennell and seconded by Isaman to adopt 2014 Budget.\**

**Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.**

**LOCAL LAW #3-2013 – A LOCAL LAW PROVIDING FOR THE PRESERVATION OF TOWN ROADS IN THE TOWN OF HORNELLSVILLE**

**Motion made by Giglio and seconded by Marcus to adopt Local Law #3-2013.**

**Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.**

**FIRE CONTRACTS**

Motion made by Kennell and seconded by Marcus to accept the **South Hornell Fire Contract** for the years 2014 and 2015, with the amount of \$50,000.00 for 2014 and the amount of \$52,000.00 for the year 2015.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Motion made by Kennell and seconded by Marcus to accept the **North Hornell Fire Contract** for 5 years:

2014	\$44,695.00	3%
2015	\$46,483.00	4%
2016	\$48,342.00	4%
2017	\$50,276.00	4%
2018	\$52,790.00	5%

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

**RE-LEVY DELINQUENT WATER AND SEWER BILLS ON THE 2014 TOWN AND COUNTY TAXES.**

**Motion made by Kennell and seconded by Giglio to re-levy delinquent water and sewer bills on the 2014 town and county taxes.**

**Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.**

**ADJOURN**

Motion made by Kennell and seconded by Isaman to adjourn meeting at 7:55 p.m.

Roll Call: Isaman, Kennell, Giglio, Marcus, all ayes. Carried.

Respectfully submitted,

Dated: November 14, 2013

Sheryl Isaman, Town Clerk



FIRE PROTECTION CONTRACT  
VILLAGE OF NORTH HOARNELL  
AND  
TOWN OF HORNELLSVILLE

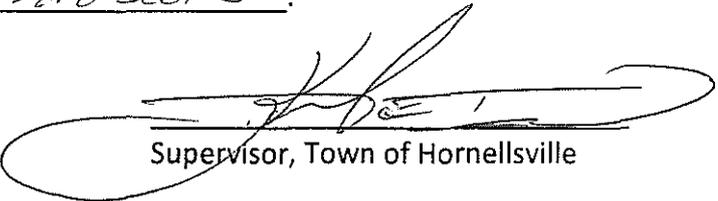
This agreement made the 12<sup>th</sup> day of Nov 2013 by the Village of North Hornell, hereinafter the Village, and the Town of Hornellsville, hereinafter the Town.

1. The Village agrees that at all times during the period of this agreement to be Subject to call for attendance by the North Hornell Volunteer Fire Company, hereinafter the Company, upon any fire or other emergency, harmful to person or property, occurring in the territory embracing the fire district delineated on the attached map overlay when notified by alarm, telephone call or central dispatch, such company shall respond and attend upon the fire or emergency without delay with it company and suitable ladder, pumping and suitable hose apparatus of the Village. Upon arriving at the scene of the fire or emergency the firemen of the company shall perform diligently and in every reasonable way to extinguish the fire or correct the emergency and saving the life and property in connection therewith.
2. The Town agrees to pay for said fire protection the sums of money shown in the attached annex, which payments are to be made on or before the first day March for all years during the term for which this contract is in force.
3. This contract shall be for a period of five years commencing January 1, 2014 and ending December 31, 2018 it being agreed by and between the parties herein that consideration for such fire fighting shall by agreement between the parties hereto be renegotiated before the end of any calendar year during the terms of this Agreement.
4. It is further agreed that either party may give written notice to the other party that it can no longer comply with the terms of this agreement, and the cancellation shall become effective ninety days after the date of the written notice, and any consideration shall be apportioned and refunded or deducted as the case may be according to the period during which the Agreement was in force and affect.
5. The Village agrees to provide at its own expense, public liability insurance upon its apparatus and equipment used in answering calls and agrees to hold harmless the Town for the acts of the Company taken in response to the calls. The Town agrees to hold harmless the Village and Company for acts, which occur as a result of Town obligations such as the maintenance of roads.

- 6. In the event that there is uncertainty about whether or not a person or property is within the fire district, the company will respond to the call and clarify the jurisdictional matter at a later time.
- 7. It is mutually understood that the Village will and the Company will keep and maintain suitable fire equipment for use in protecting life and property from fire and will supply a sufficient number of fire fighters to perform the services.
- 8. The Town certifies that it carries Worker's Compensation benefits for fire fighters through the Steuben County Self Insurance Plan, and will continue the coverage during the term of this Agreement.
- 9. The Mayor of the Village of North Hornell may reopen negotiations at any time during the contract due to unanticipated Fire Company expenses

IN WITNESS WHEREOF, the parties have duly executed and delivered the Agreement on the 12<sup>th</sup> day of Nov 2013.

\_\_\_\_\_  
Mayor, Village of North Hornell

  
\_\_\_\_\_  
Supervisor, Town of Hornellsville

\_\_\_\_\_  
President, North Hornell Fire Co.

\_\_\_\_\_  
Chief, North Hornell Fire Co.

1000

FIRE PROTECTION CONTRACT  
PROPOSED PAYMENT SCHEDULE  
JANUARY 1, 2014 – DECEMBER 31, 2018

<u>YEAR</u>	<u>DOLLAR AMOUNT</u>
2014	\$44,695 3%
2015	\$46,483 4%
2016	\$48,342 4%
2017	\$50,276 4%
2018	\$52,790 5%

**FIRE CONTRACT BETWEEN\  
SOUTH HORNELL AND THE TOWN OF HORNELLSVILLE  
YEARS 2014 AND 2015**

This agreement made this 1st day of January 2014, by and between **TOWN OF HORNELLSVILLE**, Steuben County, New York, hereinafter referred to as "Party of the First Part"; and **SOUTH HORNELL FIRE PROTECTION COMPANY, INC.**, Steuben County, New York, hereinafter referred to as "Party of the Second Part."

1. The consideration for this Contract shall be the annual specified sum in the attached Schedule "A" and shall be paid on or before the 1st day of April each year under this Contract by the Town of Hornellsville, as Party of the First Part, to the Treasurer of the South Hornell Fire Protection Company, Inc. as Party of the Second Part.
2. The term of this Contract shall be from January 1, 2014, through December 31, 2015.
3. The Party of the Second Part agrees, that at all times during the period of this Contract, to be subject to call for attendance by said fire company upon any fire occurring in the territory embracing the whole Town of Hornellsville, and when notified by alarm or telephone call from any person, or be aware that a fire is in progress, such company shall respond and attend upon the fire without delay, with its company and 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 reasonably to the extinguishment of the fire, and the saving of life and property connected therewith.
4. The annual consideration to be paid by the Party of the First Part to the Party of the Second Part pursuant to this Contract shall be aforesaid. Said sum to be paid on or before April 1<sup>st</sup> of any given year.
5. The Party of the First Part will pay the aforesaid sums as promised according to the above terms. If any payment is overdue more than ten (10) days, an additional charge will be due to the Party of the Second Part to cover the costs of delay, and this late charge shall be ten percent (10%) of the amount overdue.
6. This contract contemplates that the Agreement will continue in full force and effect so long as the parties perform in the manner agreed upon. However, if the Second Party does not duly and properly perform its duties and responsibilities as set out herein, then and in that event, the First Party shall have the right to terminate this Contract by written notice to the Second Party.

If for any reason the First Party does not pay to the Second Party the amount for services to be rendered in accordance with the understanding of this Agreement, then and in that event, the Second Party may discontinue the Contract upon written notice given to the First Party. The Second party may re-open negotiations at any time during the contract due to unanticipated major fire company expenses.

7. As part of the responsibilities referred to herein, the Second Party agrees to Provide at its own cost and expense such liability insurance on its apparatus and equipment and whatever other coverage is necessary to protect the general public from personal injury or property damage which may have been caused by the or through the negligence of the Second Party.

That Second Party shall provide the First Party with all insurance policies and/or binders to give evidence of the fact that such insurance coverage's have been provided and are in place and paid for.

8. The First Party certifies that it carries coverage for workmen's compensation Benefits for injuries sustained by firemen in the course of the performance of its duties under this Contract through Steuben County Self-Insurance Plan. The First Party does hereby agree to provide such coverage so long as this Contract or any modification thereof is in full force and effect.

The foregoing reference to workmen's compensation to be carried by the First Party for the Second party's firemen is only for the purpose of the convenience to the Second Party and the additional purpose of a financial benefit to both parties since coverage through the Steuben County Self-Insurance Plan is at a lesser cost than placing such insurance elsewhere. Therefore, the placement of such compensation insurance through the Town's coverage with the county does not in any way change the separation between the parties hereto in so far as their responsibilities are concerned and that the Second Party is and always will be an independent contractor.

9. This Contract shall be deemed in full force and effect from and after January 1, 2014 until December 31, 2015, unless otherwise terminated as set forth above.
10. Also, the Fire Company will continue to pay for the gas and electric, with the Town of Hornellsville paying the water bill.
11. In addition, the South Hornell Fire Company will pay a sum of \$1.00 (One Dollar) per year, as rent on the building.

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

TOWN OF HORNELLSVILLE

  
Kenneth Isaman, Supervisor

SOUTH HORNELL FIRE  
PROTECTION COMPANY, INC.

\_\_\_\_\_  
James Boone, Fire Chief

100'

SCHEDULE "A"

FIRE PROTECTION CONTRACT  
SOUTH HORNE LL FIRE PROTECTION COMPANY, INC.  
AND TOWN OF HORNELLSVILLE  
PAYMENT SCHEDULE

YEAR	AMOUNT
2014	\$50,000.00
2015	\$52,000.00

1005/11

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Hornellsville

Local Law No. 2 of the year 2013

A local law to override the tax levy limit established in general municipal law 3-c  
(Insert Title)

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Hornellsville as follows:

SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

**Section 1. Legislative Intent**

It is the intent of this Local Law to override the limit on the amount of real property taxes that may be levied by the Town of Hornellsville, County of Steuben, pursuant to General Municipal Law § 3-c, and to allow the Town of Hornellsville, County of Steuben, to adopt a Town budget for (a) Town purposes; (b) fire protection districts; and (c) any other special or improvement district governed by the Town Board for the fiscal year 2014 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

**Section 3. Tax Levy Limit Override**

The Town Board of the Town of Hornellsville, County of Steuben, is hereby authorized to adopt a budget for the fiscal year 2014 that requires a real property tax levy in excess of the limit specified in General Municipal Law, § 3-c.

**Section 4. Severability**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective Date**

This Local law shall take effect immediately upon filing with the Secretary of State

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2013 of the ~~(County)(City)(Town)(Village)~~ of Hornellsville was duly passed by the Hornellsville Town Board on Nov 12, 2013, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the and was deemed duly adopted on 20, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of Hornellsville was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the on 20.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on 20, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the on 20. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of 20, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on Nov 12, 2013, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

*Sheryl Isaman, Town Clerk*  
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body  
Sheryl Isaman, Hornellsville Town Clerk  
Date: November 12, 2013

(Seal)

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one)

of Town of Hornellsville

Local Law No. 3 of the year 2013

A local law providing for the preservation of Town roads in the Town of Hornellsville.  
(Insert Title)

Be it enacted by the Hornellsville Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one)

of Hornellsville as follows:

## SECTION I: PURPOSE

The purpose of this law is to maintain the safety and general welfare of Town residents by regulating commercial activities that have the potential to adversely affect road right-of-ways. Well maintained roads are important to the economic well being of the Town. Commercial endeavors, such as timber harvesting, wind farms, mining, and natural gas drilling, are also economically beneficial. This law is not intended to regulate such business; the intent is to protect the public right-of-ways from damage. The Town Board of the Town of Hornellsville hereby enacts the following Road Preservation Local Law pursuant to the provisions of the Municipal Home Rule Law.

## SECTION II: APPLICABILITY

The Hornellsville Town Board delegates to the Hornellsville Highway Superintendent the oversight of assuring commercial activities do not have an adverse impact on public right-of-ways.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

SECTION III: DEFINITIONS

1. *High Frequency, High Impact Truck Traffic:* Traffic to and from a single project site that generates more than ten truck trips per day for more than four consecutive days, involving trucks that exceed 20 tons (truck and load combined) that could impact Town road right-of-ways. Any seismic testing by vibrasise trucks (a/k/a "thumper trucks") is considered high frequency, high impact truck traffic.
2. *Bond:* A commercial bond to ensure that the condition of the town roads impacted by high frequency, high impact truck traffic is left in as good or better condition at the completion of the project as they were at the start of the project.
3. *Road Preservation Local Law Worksheet (Attachment A):* Worksheet is to be completed by hauling contractor or project sponsor, summarizing the project, project location, start and completion dates, expected max gross vehicle weight used for the project, proposed truck routes, and any other items that the Town Highway Superintendent deems necessary.
4. *Preliminary Bond Release:* A bond release given by the Town Highway Superintendent based on satisfactory road conditions at project completion.
5. *Final Bond Release:* Final release of the Bond by the Hornellsville Town Board.

SECTION IV: GENERAL PROVISIONS

1. Prior to the start of any project that involves high frequency, high impact truck traffic that could have an impact on Town right-of-ways, a permit must be obtained. A bond amount shall be determined by the Town Board and will be listed on the fee schedule on file with the Hornellsville Town Clerk. The amount of the bond may be changed by the Town Board by Resolution. A completed *Road Preservation Local Law (RPLL) Worksheet (Attachment A)*, available from the Town Clerk of Town Highway Superintendent, must be submitted to the Highway Superintendent.
2. The Highway Superintendent will decide if the scope of work is such that a Bond is required. If no Bond is needed, the RPLL worksheet is approved by the Superintendent and becomes the Work Permit.
3. If the Highway Superintendent determines that a Bond is required, the bond must be paid to the Town of Hornellsville and remitted to the Town Supervisor. The Worksheet will then be approved by the Highway Superintendent and becomes the Work Permit.
4. Upon issuance of the Work Permit and prior to commencement of the work, the permit applicant, through the Hornellsville Highway Superintendent will arrange for satisfactory core samples and video documentation of condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic. The core samples and documentation will be conducted by an independent third party and will be submitted to the Town Highway Supervisor prior to commencement of the work. All costs of core samples and video documentation shall be paid in full by hauling contractor and/or project sponsor promptly

and before Preliminary Bond Release. Video documentation and core samples will also occur at the conclusion of the permitted work. All core sample data and video documentation will be submitted to the Town Highway Superintendent within one week of recording. In the event the Town Highway Superintendent does not receive the required core sample data or video documentation for any reason, the Work Permit may be suspended or revoked.

5. Upon completion of the project, the hauling contractor or project sponsor will apply to the Highway Superintendent for a Preliminary Bond Release. Upon inspection of the work site, as necessary, the Highway Superintendent may approve the release of the Bond. If the release is not approved, the Superintendent will specifically document the tasks that must be accomplished in order for the Bond to be released. In this case, the hauling contractor or project sponsor will remedy the specified problem(s) items and then reapply for a Bond Release. Bond release must also be approved by the Town Board prior to any Bond(s) being released.

6. If the hauling contractor or project sponsor does not comply and operates outside the parameters as specified on the worksheet, the Town Highway Superintendent has the authority to stop the project until the hauling contractor and/or project sponsor is in compliance.

7. The hauling contractor or project sponsor will be responsible for the repair of any damages that occur to the Town of Hornellsville road right-of-ways when a project proceeds without a proper permit.

SECTION V: SEISMIC TESTING SPECIAL CONDITIONS

The hauling contractor or project sponsor shall supply proof of insurance co-naming the Town of Hornellsville with a minimum of \$4 million liability insurance coverage. The Town shall be notified 30 days prior by the insurance company of termination of such coverage.

SECTION VI: OTHER SPECIAL CONDITIONS

1. In no event shall vehicles or equipment be parked or located outside the roadway boundaries nor block access by neighboring landowners.

2. Traffic will be maintained in accordance with the Uniform Traffic Control Manual.

3. The hauling contractor or project sponsor shall be responsible for any and all repairs of damages caused by their operation to any Town property.

4. This law applies to the entire duration of any project that induces high frequency high impact traffic, as defined above, for any single five day interval of the project duration.

5. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

6. In the event the Town Highway Superintendent reasonably believes stabilization of any part or all of Town road subject to High Frequency High Impact Truck Traffic prior to use of the road(s) then the Highway Superintendent shall comply with all pre-stabilization requirements as set forth in the permit.

7. The Town Highway Superintendent may require reasonable conditions to be met in the permit to insure safety of the public and preservation of the Town roads.

SECTION VII: DUTIES OF THE HIGHWAY SUPERINTENDENT

The Town Superintendent is designated as the enforcement officer of all of the requirements of this local law with all powers of enforcement of this local law including but not limited to filing charges for violations with courts having jurisdiction thereof.

The Town Highway Superintendent is hereby granted the power to order the cessation of commercial operations within the Town of Hornellsville when weather conditions are such that the utilization of Town roads for the purposes of such operations may result in damages to said roads or the creation of a hazard to residents utilizing said Town roads.

The Town Highway Superintendent is further empowered to impose reasonable restrictions as hereinafter set forth when operations may result in the creation of a hazardous condition to residents or damage to town roads, regardless of weather conditions. The Highway Superintendent may require the following of the commercial operator:

- 1. The erection of signs indicating "truck entrance."
- 2. The installation of temporary culverts at the entrance to an operation, which abuts a Town road.
- 3. Off-street parking for all vehicles utilizing the commercial operation.

The Highway Superintendent may impose that effectuate the provisions of this section, including but not limited to the following:

- 1. The loading and storing of commercial equipment , materials and goods traveled way of any highway.
- 2. Equipment, materials or goods shall not be skidded across any highway nor shall skidders cross the highway as part of the commercial operation at any time.
- 3. All debris resulting from the commercial operation along the highway and at the loading area within 50 feet of the highway shall be cleaned and removed by the applicant.

SECTION VIII: FEES

- 1. A non-refundable fee as depicted in the Town of Hornellsville Fee Schedule, payable to the Town of Hornellsville must accompany each permit application submitted to the Town Highway Superintendent.
- 2. A non-refundable processing fee as depicted in the Town of Hornellsville Fee Schedule, payable to the Town of Hornellsville, must accompany each Worksheet submitted to the Highway Superintendent.

3. The Fee Schedule may be amended from time to time by resolution of the Hornellsville Town Board and shall be on file with the Town Clerk.

SECTION IX: APPEALS

8. Contractor has the right to appeal to Hornellsville Town Board.

SECTION X: REQUEST FOR VARIANCE

Request for a variance from the standards set forth in this Local Law shall be made to the Hornellsville Town Board in writing and shall contain the grounds on which the appellant relies for requesting the variance, including allegations on any facts on which the appellant will reply. Where the Hornellsville Town Board finds that due to special circumstances of the particular case a waiver of certain requirements as stated in Section IV is justified, then a variance may be granted. No variance shall be granted, however, unless the Town Board finds and records in its minutes that: (a) granting the variance would be keeping the intent and spirit of this Local Law and is in the best interests of the community, (b) there are special circumstances involved in the particular case: (c) denying the variance would result in undue hardship to the applicant, provided that such hardship has not been self-imposed: (d) the variance is the minimum necessary to accomplish the purpose.

SECTION XI: INVALID SEGMENT

Should any section or provision of this Local Law contained herein or as amended hereafter be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Local Law as a Whole or any part thereof other than the part declared to be invalid.

SECTION XII: PENALTIES

Any person who shall violate any of the provisions of this local law or any order promulgated hereunder shall, upon conviction, be punished by a fine not to exceed One Thousand Dollars (\$1,000.00) for each violation, and each day that such violation shall continue shall be deemed a separate and distinct offense.

SECTION XIII: EFFECTIVE DATE

This Local Law shall take effect upon filing with the State of New York.

1014

ATTACHMENT A  
ROAD PRESERVATION LAW WORKSHEET

1. Hauler/Project Sponsor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Work Description (logging, gravel mining, wind farm, natural gas drilling, etc.):  
\_\_\_\_\_  
Work Location: \_\_\_\_\_  
Proposed Truck Routes (include miles to be traveled on each road):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

4. Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Expect maximum gross vehicle weight: \_\_\_\_\_  
Maximum truck trips per day: \_\_\_\_\_

5. Bond Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
Approval Date: \_\_\_\_\_

\_\_\_\_\_, Highway Superintendent

6. Highway Superintendent Bond Release Application Date: \_\_\_\_\_

7. Deficiencies to be repaired: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Town Board Bond Release Application Date: \_\_\_\_\_

9. Final Bond Release: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_, Town Supervisor

10. Proof of Adequate Motor Vehicle and Liability Insurance  
Insurance Company: \_\_\_\_\_  
Policy No. \_\_\_\_\_  
Amount of Insurance: \_\_\_\_\_

(Attach copy of Insurance Certificate)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of 2013 of the ~~(County)(City)(Town)(Village)~~ of Hornellville was duly passed by the Hornellville on Nov 12 2013, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

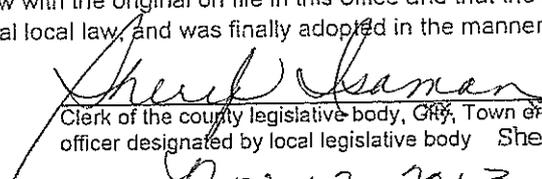
I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on Nov 12 2013, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

  
Clerk of the county legislative body, ~~City, Town or Village~~ Clerk or officer designated by local legislative body Sheryl Isaman  
Date: Nov 12, 2013

(Seal)

10/17

STATE OF NEW YORK }  
STEUBEN COUNTY } SS.

**AFFIDAVIT**

Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:

\_\_\_\_\_ 10/20/13 \_\_\_\_\_  
\_\_\_\_\_ Beth Ann Hults \_\_\_\_\_

Subscribed and sworn to before me this 25

day of October, 20 13

\_\_\_\_\_ Ellen M Slaght \_\_\_\_\_  
Notary Public

ELLEN M SLAGHT  
NOTARY PUBLIC - STATE OF NEW YORK  
STEUBEN COUNTY - NO. 01SL5030660  
My Comm Expires 07/18/2014

NOTICE OF HEARING  
ON PRELIMINARY BUDGET  
Notice is hereby given that a Public Hearing will be held at the Town Hall of the Town of Hornellsville on the Preliminary Budget for the year 2014 on November 12, 2013 at 7:05 p.m.  
Proposed salaries of elected Town Officials are specified as follows:  
Town Board 4@ \$4797.00  
419,188.00  
Justice 2@ \$9316.00 18,632.00  
Supervisor 13,900.00  
Town Clerk 24,850.00  
Tax Collector 4650.00  
Supt. of Highways 53,500.00  
Fire Protection District \$80,481.00  
Fire Protection District #2 45,155.00  
Fire Protection District #3 50,039.00  
Dated: October 17, 2013

STATE OF NEW YORK }  
STEUBEN COUNTY } SS.

**AFFIDAVIT**

*Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:*

10/20/13  
Beth Ann Hults

Subscribed and sworn to before me this 25

day of October, 2013

Ellen M Slaght  
Notary Public

ELLEN M SLAGHT  
NOTARY PUBLIC - STATE OF NEW YORK  
STEUBEN COUNTY - NO 01SL5030660  
My Comm Expires 07/18/2014

PUBLIC HEARING  
LOCAL LAW #2-2013 - OVER-  
RIDE TAX LEVY LIMIT  
The Town of Hornellsville will hold a Public Hearing on November 12, 2013 at 7:00P>M> at the Town Hall at 4 Park Avenue, Arkport, New York on Local Law #2/2013 to override Tax Cap Legislation. All persons will be heard for or against at that time.  
By Order of the Town Board  
Town of Hornellsville

10/14

STATE OF NEW YORK}
STEUBEN COUNTY} SS.

AFFIDAVIT

Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:

10/20/13
Beth Ann Hults

Subscribed and sworn to before me this 25

day of October, 20 13

Ellen M Slaght
Notary Public

ELLEN M SLAGHT
NOTARY PUBLIC - STATE OF NEW YORK
STEUBEN COUNTY - NO. 01SL5030660
My Comm Expires 07/14/2014

PUBLIC HEARING
LOCAL LAW #3-2013-LOCAL
LAW PROVIDING FOR THE PRES-
ERVATION OF THE TOWN
ROADS IN THE TOWN OF HOR-
NELLSVILLE.
The Town of Hornellsville will hold
a Public Hearing on November 12,
2013 at 7:10 P.M. at the Town Hall
at 4 Park Avenue, Arkport New
York on Local Law #3-2013 provid-
ing for the preservation of Town
roads in the Town of Hornellsville.
All persons will be heard for or
against at that time.
By Order of the Town Board
Town of Hornellsville

# TOWN BUDGET FOR 2014

Town of HORNELLSVILLE  
in  
County of STEBEN

## Villages Within or Partly Within Town

Village of ALMOND

Village of ARKPORT

Village of NORTH HORNELL

### CERTIFICATION OF TOWN CLERK

I, Sheep Isaman, Town Clerk, certify

that the following is a true and correct copy of the 2014 budget of the town of

Hornellsville as adopted by the Town Board on the

12 day of November, 2013

Signed Sheep Isaman  
Town Clerk

Dated November 14, 2013

TOWN OF HORNELLSVILLE  
2014 BUDGET SUMMARY  
ADOPTED

FUND	APPROPRIATIONS	ESTIMATED REVENUES	UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAX
GENERAL	<u>409853</u>	<u>249756</u>	<u>62000</u>	<u>98097</u>
GENERAL OUTSIDE	<u>25870</u>	<u>3900</u>	<u>00</u>	<u>21970</u>
HIGHWAY TOWNWIDE	<u>160917</u>	<u>100</u>	<u>00</u>	<u>160817</u>
HIGHWAY OUTSIDE	<u>764951</u>	<u>433945</u>	<u>80000</u>	<u>251006</u>
COM. DEVELOPMENT	<u>83782</u>	<u>100</u>	<u>83682</u>	<u>0</u>
STREET LIGHTING	<u>12000</u>	<u>0</u>	<u>1000</u>	<u>11000</u>
WATER DIST # 1	<u>47150</u>	<u>0</u>	<u>0</u>	<u>47150</u>
WATER DIST # 2	<u>7453</u>	<u>7453</u>	<u>0</u>	<u>0</u>
WATER DIST. #3	<u>2015</u>	<u>0</u>	<u>0</u>	<u>2015</u>
WATER DIST #4	<u>1400</u>	<u>0</u>	<u>0</u>	<u>1400</u>
JOINT FIRE DISTRICT	<u>80481</u>	<u>0</u>	<u>0</u>	<u>80481</u>
FIRE PROT. # 2	<u>44,700</u>	<u>0</u>	<u>0</u>	<u>44,700</u>
FIRE PROT. # 3	<u>51290</u>	<u>0</u>	<u>0</u>	<u>51290</u>
SEWER DIST.	<u>50,000</u>	<u>0</u>	<u>0</u>	<u>50,000</u>
<u>TOTALS</u>	<u>1,741,562</u>	<u>695,254</u>	<u>226,682</u>	<u>819,926</u>

TOWN OF HORNELLSVILLE							PRELIM-
DETAIL OF ALL FUNDS						TENTATIVE	INARY
					BUDGET	BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014	
-----	-----	-----	-----	-----	-----	-----	-----
GENERAL FUND APPROPRIATIONS		GENERAL	GOVERNMENT	SUPPORT			
TOWN BOARD							
Personal Services	A1010.1	18626.00	18812.00	19188.00	19188.00	19188.00	
Sec. to Board	A1010.2	799.00	1166.00	1166.00	1166.00	1166.00	
Contractual Exp.	A1010.4	913.00	3200.00	3200.00	3200.00	3200.00	
TOTAL >>>		20339.00	23178.00	23554.00	23554.00	23554.00	
JUSTICES							
Personal Services	A1110.1	18076.00	18266.00	18632.00	18632.00	18632.00	
Clerks	A1110.1	3843.00	4545.00	4700.00	4700.00	4700.00	
Equipment	A1110.2	1983.00	3400.00	3400.00	9785.00	9785.00	
Contractual Exp.	A1110.4	6007.00	11500.00	9000.00	900.00	900.00	
TOTAL >>>		29909.00	37711.00	35732.00	42117.00	42117.00	
SUPERVISOR							
Personal Services	A1220.1	13500.00	13635.00	13900.00	13900.00	13900.00	
Payroll officer	A1220.1	4351.00	4351.00	4351.00	4351.00	4351.00	
Equipment	A1220.2						
Contractual Exp.	A1220.4	465.00	1000.00	1000.00	1000.00	1000.00	
TOTAL >>>		18316.00	18986.00	19251.00	19251.00	19251.00	
COMPTROLLER							
Personal Services	A1315.1						
Contractual Exp.	A1315.4	9084.00	8600.00	8900.00	10000.00	10000.00	
TOTAL >>>		9084.00	8600.00	8900.00	10000.00	10000.00	
INDEP. AUDITING & ACCT.							
Contractual Exp.	A1320.4		2500.00				
TAX COLLECTION							
Personal Services	A1330.1	4510.00	4555.00	5000.00	4650.00	4650.00	
DEPUTY	A1330.12						
Contractual Exp.	A1330.4	1445.00	2500.00	2500.00	2500.00	2500.00	
TOTAL >>>		5955.00	7055.00	7500.00	7150.00	7150.00	
ASSESSORS							
Personal Services	A1355.1	22506.00	22756.00	23211.00	20000.00	20000.00	
Clerk Personal	A1355.1	3887.00	5656.00	5656.00			
Equipment	A1355.2						
Contractual Exp.	A1355.4	3508.00	4200.00	4200.00	4200.00	4200.00	
Contractual BAR	A1355.41		1100.00	1100.00	1100.00	1100.00	
TOTAL >>>		29901.00	33712.00	34167.00	25300.00	25300.00	
TOWN CLERK							

TOWN OF HORNELLSVILLE				PRELIM-		
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
				BUDGET	BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
-----	-----	-----	-----	-----	-----	-----
Personal Services	A1410.1	24850.00	24850.00	24850.00	24850.00	24850.00
Deputy Town Clerk	A1410.1	3925.00	5656.00	5769.00	5769.00	5769.00
Equipment	A1410.2		1000.00	1000.00	1000.00	1000.00
Contractural Exp.	A1410.4	1729.00	3000.00	2500.00	2500.00	2500.00
TOTAL >>>		30504.00	34506.00	34119.00	34119.00	34119.00
<b>ATTORNEY</b>						
Personal Services	A1420.1					
Equipment	A1420.2					
Contractural Exp.	A1420.4	4795.00	15000.00	12000.00	12000.00	12000.00
TOTAL >>>		4795.00	15000.00	12000.00	12000.00	12000.00
<b>ENGINEER</b>						
Personal Services	A1440.1					
Equipment	A1440.2					
Contractural Exp.	A1440.4	1850.00	4000.00	4000.00	3000.00	3000.00
TOTAL >>>		1850.00	4000.00	4000.00	3000.00	3000.00
<b>ELECTIONS</b>						
Personal Services	A1450.1					
Equipment	A1450.2					
Contractural Exp.	A1450.4	6702.00	9950.00	4418.00	4418.00	4418.00
TOTAL >>>		6702.00	9950.00	4418.00	4418.00	4418.00
<b>BUILDINGS</b>						
Personal Services	A1620.1					
Equipment	A1620.2		1000.00	1000.00	1000.00	1000.00
Contractural Exp.	A1620.4	13313.00	17000.00	17000.00	17000.00	17000.00
Cleaner Contractual	A1620.4	710.00	1000.00	1000.00	1000.00	1000.00
TOTAL >>>		14023.00	19000.00	19000.00	19000.00	19000.00
<b>CENTRAL STORE ROOM</b>						
Personal Services	A1660.1					
Equipment	A1660.2					
Contractural Exp.	A1660.4	777.00	700.00	800.00	800.00	800.00
TOTAL >>>		777.00	700.00	800.00	800.00	800.00
<b>CENTRAL PRINTING AND MAILING</b>						
Personal Services	A1670.1					
Equipment	A1670.2					
Contractural Exp.	A1670.4	520.00	1000.00	1000.00	1000.00	1000.00
TOTAL >>>		520.00	1000.00	1000.00	1000.00	1000.00
<b>CENTRAL DATA PROCESSING</b>						
Personal Services	A1680.1					
Equipment	A1680.2					

TOWN OF HORNELLSVILLE				PRELIM-		
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
				BUDGET	BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
-----	-----	-----	-----	-----	-----	-----
Contractural Exp.	A1680.4					
TOTAL >>>						
SPECIAL ITEMS						
Unallocated Ins.	A1910.4	20672.00	27000.00	27000.00	27000.00	27000.00
Municipal Assoc. Dues	A1920.4	800.00	800.00	800.00	800.00	800.00
Judgments and Claims	A1930.4		6000.00	5000.00	5000.00	5000.00
Contingent	A1990.4		8000.00	8000.00	5000.00	5000.00
Property Tax	A1950.4		770.00	2722.00	2722.00	2722.00
TOTAL >>>		21472.00	41070.00	43522.00	40522.00	40522.00
TOTAL GENERAL						
GOVERNMENT SUPPORT		194147.00	256968.00	247961.00	242231.00	242231.00
***** PUBLIC SAFETY *****						
PUBLIC SAFETY						
Personal Services	A3120.1					
Equipment	A3120.2					
Contractural Exp.	A3120.4					
TOTAL >>>						
TRAFFIC CONTROL						
Personal Services	A3310.1					
Equipment	A3310.2					
Contractural Exp.	A3310.4		500.00	500.00	500.00	500.00
TOTAL >>>			500.00	500.00	500.00	500.00
CONTROL OF DOGS						
Personal Services	A3510.1					
Equipment	A3510.2					
Contractural Exp.	A3510.4	8664.00	11000.00	11000.00	11000.00	11000.00
TOTAL >>>		8664.00	11000.00	11000.00	11000.00	11000.00
TOTAL PUBLIC SAFETY		8664.00	11500.00	11500.00	11500.00	11500.00
***** HEALTH *****						
AMBULANCE						
Personal Services	A4540.1					
Equipment	A4540.2					

TOWN OF HORNELLSVILLE				PRELIM-		
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
ACCOUNTS	CODE	2012	2013	BUDGET 2014	BUDGET 2014	ADOPTED 2014
-----	-----	-----	-----	-----	-----	-----
Contractual Exp.	A4540.4	10000.00	10000.00	10000.00	10000.00	10000.00
TOTAL >>>		10000.00	10000.00	10000.00	10000.00	10000.00
TOTAL HEALTH		10000.00	10000.00	10000.00	10000.00	10000.00
***** TRANSPORTATION *****						
SUPT. OF HIGHWAYS						
Personal Services	A5010.1	47900.00	52000.00	53000.00	53500.00	53500.00
Equipment	A5010.2					
Contractual Exp.	A5010.4	1936.00	1000.00	1000.00	1000.00	1000.00
TOTAL >>>		49836.00	53000.00	54080.00	54500.00	54500.00
GARAGE						
Personal Services	A5132.1					
Equipment	A5132.2	3967.00	5000.00	5000.00	3000.00	3000.00
Contractual Exp.	A5132.4	17050.00	18000.00	18000.00	18000.00	18000.00
TOTAL >>>		21018.00	23000.00	23000.00	21000.00	21000.00
STREET LIGHTING	A5182.4	136.00	800.00	800.00	2000.00	2000.00
TOTAL TRANSPORTATION		70989.00	76800.00	77800.00	77500.00	77500.00
***** CULTURE - RECREATION *****						
PARKS						
Personal Services	A7110.1					
Equipment	A7110.1					
Contractual Exp.	A7110.4					
TOTAL >>>						
YOUTH PROGRAM						
Personal Services	A7310.1					
Equipment	A7310.2					
Contractual Exp.	A7310.4					
TOTAL >>>						
JOINT YOUTH PROJECT						
Contractual Exp.	A7320.4					
Conservations						
Contractual Exp.	A8710.4					
Total						

TOWN OF HORNELLSVILLE					PRELIM-	
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
				BUDGET	BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
-----	-----	-----	-----	-----	-----	-----
<b>EM. DISASTER WORK</b>						
Personal Services	A7450.1					
Equipment	A7450.2					
Contractural Exp.	A8760.4					
<b>TOTAL &gt;&gt;&gt;</b>						
<b>HISTORIAN</b>						
Personal Services	A7510.1	175.00	700.00	700.00	700.00	700.00
Equipment	A7510.2					
Contractural Exp.	A7510.4					
<b>TOTAL &gt;&gt;&gt;</b>						
		175.00	700.00	700.00	700.00	700.00
<b>CELEBRATIONS</b>						
Personal Services	A7550.1					
Equipment	A7550.2					
Contractural Exp.	A7550.4	650.00	650.00	650.00	650.00	650.00
<b>TOTAL &gt;&gt;&gt;</b>						
		650.00	650.00	650.00	650.00	650.00
<b>TOTAL CULTURE - RECREATION</b>		825.00	1350.00	1350.00	1350.00	1350.00
<b>CEMETERY</b>						
Contractural Exp.	A8810.4	1000.00	1000.00	1000.00	1000.00	1000.00
<b>TOTAL &gt;&gt;&gt;</b>						
		1000.00	1000.00	1000.00	1000.00	1000.00
<b>TOTAL HOME &amp; COMMUNITY</b>		1000.00	1000.00	1000.00	1000.00	1000.00
<b>UNDISTRIBUTED</b>						
<b>EMPLOYEE BENEFITS</b>						
State Retirement	A9010.8	14999.00	17255.00	10505.00	10505.00	10505.00
Fire & Police Retirement	A9015.8					
Social Security	A9030.8	12734.00	13557.00	13786.00	13786.00	13786.00
Worker's Comp	A9040.8		14032.00	11481.00	11481.00	11481.00
Life Insurance	A9045.8					
Unemployment Ins.	A9050.8		1500.00	1500.00	1500.00	1500.00
Disability Ins.	A9055.8					
Hospital & Med. Insurance	A9060.8	22747.00	25596.00	29000.00	29000.00	29000.00
<b>TOTAL &gt;&gt;&gt;</b>						
		50480.00	71920.00	66272.00	66272.00	66272.00
<b>DEBT SERVICE PRINCIPAL</b>						
Serial Bonds	a9710.6					
Statutory Bonds	A9720.6					
Bond Anticipation	A9730.6					
Debt Paymnt to Public Aut	A9780.6					
Installment Purchase	A9785.6					
<b>TOTAL &gt;&gt;&gt;</b>						
<b>INTEREST</b>						
Serial Bonds	A9710.7					

TOWN OF HORNELLSVILLE				PRELIM-		
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
				BUDGET	BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
-----	-----	-----	-----	-----	-----	-----
Statutory Bonds	A9720.7					
Debt Paymnt to Public Aut	A9780.7					
Installment Purchase	A9785.7					
TOTAL >>>						
INTERFUND TRANSFERS TO:						
Other Funds	A9901.9					
Capital Project Fund	A9950.9		10000.00	10000.00	0.00	0.00
Contributions to Other Fn	A9961.9					
TOTAL >>>			10000.00	10000.00	0.00	0.00
TOTAL APPROPRIATIONS >>>>		336106.00	439538.00	425963.00	409853.00	409853.00
BUDGETARY PROVISIONS						
FOR OTHER USES	A962					
TOTAL APPROPRIATIONS		336106.00	439638.00	435963.00	409853.00	409853.00
AND OTHER USES	--					

TOWN OF HORNELLSVILLE					TENTATIVE	PRELIM-	
DETAIL OF ALL FUNDS					BUDGET	INARY	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014	2014
-----	-----	-----	-----	-----	-----	-----	-----
<b>GENERAL FUND ESTIMATED REVENUES</b>							
<b>OTHER TAX ITEMS</b>							
Real Property Taxes							
Prior Years	A1020						
Federal payments in							
Lieu of Taxes	A1080						
Other Payments in							
Lieu of Taxes	A1081	138474.00	137186.00	144530.00	144530.00	144530.00	144530.00
Interest and Penalties							
on Real Prop. Taxes	A1090	6010.00	4500.00	3900.00	3900.00	3900.00	3900.00
Non Property Tax							
Distribution by							
County	A1120						
Franchise fees	A1170						
PENAL. on SP. ASSESSMENT	A1091						
<b>DEPARTMENTAL INCOME</b>							
Tax Collection Fees							
(Not Interest on Taxes)	A1232						
Clerk Fees	A1255	537.00	350.00	300.00	300.00	300.00	300.00
Police Fees	A1520						
Public Pound Charges							
Dog Control Fees	A1550						
Safety Inspection Fees	A1560						
Charges for Demolition							
of Unsafe Buildings	A1570						
Health Fees	A1601						
Ambulance Charges	A1640						
Park & Recreation Charges	A2001						
Special Recreational							
Facility Charges	A2025						
Museum Charges	A2090						
Tax and Assessment Svcs.							
For Other Governments	A2210						
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest and Earnings	A2401	87.00	100.00	100.00	100.00	100.00	100.00
Rental of Real Property	A2410	400.00	320.00	0.00			
<b>LICENSES AND PERMITS</b>							
Bus & Occup. Lic.	A2501						
Games of Chance Lic.	A2530						
Bingo License	A2540						
Dog License.	A2544	2704.00	2000.00	2000.00	2000.00	2000.00	2000.00
Permits, Other	A2590						

TOWN OF HORNELLSVILLE DETAIL OF ALL FUNDS				TENTATIVE BUDGET	PRELIM- INARY BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
<b>FINES AND FORFEITURES</b>						
Fines & Forfeited Bail	A2610	48842.00	48000.00	48000.00	40000.00	40000.00
Fines & Pen. Dog Cases	A2611	25.00	100.00	100.00	100.00	100.00
Forfeiture of Deposits	A2620					
<b>SALES OF PROPERTY AND COMPENSATION FOR LOSS</b>						
Sales of Scrap & Material	A2650					
Minor Sales, Other	A2655					
Sales of Real Property	A2660					
Sales of Equipment	A2665					
Insurance Recoveries	A2680					
<b>MISCELLANEOUS</b>						
Refunds of Prior Year Exp	A2701	757.00				
Gifts and Donations	A2705					
Endowment & Trust Fund	A2755					
Other Unclassified Revenues						
Reval Reimbursement State	A2770					
	A2770					
Interfund Revenues	A2801					
<b>STATE AID</b>						
General Purpose Aid	A3001	28826.00	28826.00	28826.00	28826.00	28826.00
Mortgage Tax	A3005	31476.00	25000.00	30000.00	30000.00	30000.00
Tax Map Aid	A3040					
Rail infrastructure Aid	A3070					
Insect Control	A3468					
Youth Programs	A3820					
Other state Aid-Grant	A3989	3650.00	6500.00			
<b>FEDERAL AID</b>						
Civil Defense	A4305					
Public Works Employment						
Antirecession	A4750					
Programs for Aging	A4722					
Emergency Diaster Asst.	A4960					
Interfund Transfer	A5031					
<b>TOTAL ESTIMATED REVENUES &gt;&gt;</b>		261786.00	252882.00	257756.00	249756.00	249756.00
<b>ESTIMATED UNEXPENDED BALANCE</b>			120770.00	92000.00	62000.00	62000.00
Unexpended Balance						

TOWN OF HORNELLSVILLE DETAIL OF ALL FUNDS				TENTATIVE BUDGET	PRELIM- INARY BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
GENERAL FUND APPROPRIATIONS - TOWN OUTSIDE VILLAGE						
GENERAL GOVERNMENT SUPPORT						
SPECIAL ITEMS						
TAXES ON PROPERTY	B1989.4					
Contingent Acct.	B1990.4					
PUBLIC SAFETY						
POLICE						
Personnel Services	B3120.1					
Equipment	B3120.2					
Contractual Exp.	B3120.4					
TOTAL >>>>						
SAFETY INSPECTION						
Personal Services	B3620.1	16400.00	16564.00	16564.00	16564.00	16564.00
Equipment	B3620.2					
Contractual Exp.	B3620.4	3096.00	3500.00	3500.00	3500.00	3500.00
TOTAL >>>>		19496.00	20064.00	20064.00	20064.00	20064.00
HEALTH						
BOARD OF HEALTH						
Personal Services	B4010.1					
Equipment	B4010.2					
Contractual Exp.	B4010.4	950.00	950.00	950.00	950.00	950.00
TOTAL >>>>		950.00	950.00	950.00	950.00	950.00
REGISTRAR OF VITAL STATS.						
Personal Services	B4020.1		800.00	800.00	800.00	800.00
Equipment	B4020.2					
Contractual Exp.	B4020.3					
TOTAL >>>>			800.00	800.00	800.00	800.00
LIBRARY						
Contractual Exp.	B7410.4	450.00	450.00	450.00	450.00	450.00

TOWN OF HORNELLSVILLE DETAIL OF ALL FUNDS				TENTATIVE BUDGET	PRELIM- INARY BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
<b>ZONING</b>						
Personal Services	B8010.1					
Equipment	B8010.2					
Contractual Exp.	B8010.4					
TOTAL >>>>						
<b>PLANNING</b>						
Personal Services	B8020.1					
Contractual Exp.	B8020.4	203.00	400.00	400.00	400.00	400.00
TOTAL		203.00	400.00	400.00	400.00	400.00
<b>PARKS - Hert. Hill</b>						
Personal Services	B7110.1					
Equipment	B7110.2					
Contractual Exp.	B7110.4	300.00	800.00	800.00	800.00	800.00
TOTAL >>>>		300.00	800.00	800.00	800.00	800.00
<b>EMPLOYEE BENEFITS</b>						
State Retirement	B9010.8	2864.00				
Fire/Police Retirement	B9015.8					
Social Security	B9030.8	1255.00	1268.00	1268.00	1268.00	1268.00
Worker's Comp.	B9040.8			1138.00	1138.00	1138.00
Life Insurance	B9045.8					
Unemployment Ins.	B9050.8					
Disability Ins.	B9055.8					
Hospital & Medical Ins.	B9060.8					
TOTAL >>>>		4119.00	1268.00	2406.00	2406.00	2406.00
<b>DEBT SERVICE PRINCIPAL</b>						
Sales Tax	B1120.0					
Serial Bonds	B9710.6					
Statutory Bonds	B9720.6					
Bond Anticipation.	B9730.6					
Capital Notes	B9740.6					
Budget Notes	B9750.6					

TOWN OF HORNELLSVILLE DETAIL OF ALL FUNDS				TENTATIVE BUDGET	PRELIM- INARY BUDGET	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	2014	2014
Tax Anticipation	B9760.6					
Revenue Anticipation	B9770.6					
Debt Payments to Pub. Aut	B9780.6					
Installment Purchase	B9785.6					
TOTAL >>>>						
<b>INTERFUND TRANSFERS</b>						
<b>TRANSFER TO:</b>						
Other Funds	B9901.9					
Capital Project Fund	B9950.9					
Contrib. to Other Funds	B9961.9					
TOTAL >>>>						
TOTAL APPROPRIATIONS >>>>		25518.00	24732.00	25870.00	25870.00	25870.00
<b>ESTIMATED REVENUES AND UNEXPENDED BALANCE</b>						
<b>LOCAL SOURCES</b>						
<b>Non Property Tax</b>						
Distribution by County	B1120					
Franchise Fees	B1170					
Safety Fees	B1560	3598.00	3500.00	3200.00	3200.00	3200.00
Health Fees	B1601	820.00	800.00	700.00	700.00	700.00
Police Fees	B1520					
Planning Board Fees	B2115					
Interest and Earnings	B2401					
Other (Specify)						
Justice Fees	B2610					
Prior Year Refund	B2770					
<b>STATE AID</b>						
General Purpose Aid	B3001					
	B3005					
Programs for Aging	B3772					
<b>FEDERAL AID</b>						
Emergency Disaster Aid	B4590					
TOTAL ESTIMATED REVENUE >>		4418.00	4300.00	3900.00	3900.00	3900.00
UNEXPENDED BALANCE >>>>			6000.00	1500.00	0.00	0.00

TOWN OF HORNELLSVILLE				TENTATIVE	PRELIM-	
DETAIL OF ALL FUNDS				BUDGET	INARY	ADOPTED
ACCOUNTS	CODE	2012	2013	2014	BUDGET	2014
-----	-----	-----	-----	-----	-----	-----
COMMUNITY DEVELOPMENT FUND APPROPRIATIONS						
REHABILITATION-LOANS AND GRANTS						
Capital Outlay	CD8668.2					
ADMINISTRATION						
Personal Services	CD8686.1					
Capital Outlay	CD8686.2					
Contractural Exp.	CD8686.4					
Fringe Benefits	CD8686.8					
TOTAL >>>>						
MODEL CITIES ACTIVITIES						
Personal Services	CD8688.1					
Capital Outlay	CD8688.2					
Contractural Exp.	CD8688.4					
PUBLIC WORKS	CD8688.8					
CDA Contingencies	CD8690.4		83782.00	83782.00	83782.00	83782.00
TOTAL >>>>			83782.00	83782.00	83782.00	83782.00
CDA CONTIGENCIES			83782.00	83782.00	83782.00	83782.00
TOTAL APPROPRIATIONS			83782.00	83782.00	83782.00	83782.00
Community Development Inc.						
Interest & Earnings	CD2401	13.00	100.00	100.00	100.00	100.00
Comm. Develop. Grant. Cnty						
Federal Aid						
TOTAL ESTIMATED REVENUES			100.00	100.00	100.00	100.00
UNEXPENDED BALANCE			83682.00	83682.00	83682.00	83682.00

TOWN OF HORNELLSVILLE					PRELIM-	
DETAIL OF ALL FUNDS				TENTATIVE	INARY	
ACCOUNTS	CODE	2012	2013	BUDGET	BUDGET	ADOPTED
-----	-----	-----	-----	-----	-----	-----
HIGHWAY APPROPRIATIONS - TOWNWIDE						
<b>GENERAL REPAIRS</b>						
Personal Services	DA5110.1					
Contractual Exp.	DA5110.4					
TOTAL >>>>						
<b>IMPROVEMENTS</b>						
Capital Outlay	DA5112.2					
<b>BRIDGES</b>						
Personal Services	DA5120.1	34003.00	40000.00	50000.00	50000.00	50000.00
Capital Outlay	DA5120.2					
Contractual Exp.	DA5120.4	71743.00	90000.00	92000.00	92000.00	92000.00
TOTAL >>>>		105746.00	130000.00	142000.00	142000.00	142000.00
<b>MACHINERY</b>						
Personal Services	DA5130.1					
Equipment	DA5130.2					
Contractual Exp.	DA5130.4					
TOTAL >>>>						
<b>MISCELLANEOUS (BRUSH/WEEDS)</b>						
Personal Services	DA5140.1					
Contractual Exp.	DA5140.4					
TOTAL >>>>						
<b>SNOW REMOVAL TOWN HIGHWAYS</b>						
Personal Services	DA5142.1					
Contractual Exp.	DA5142.4					
TOTAL >>>>						
<b>SERVICES FOR OTHER GOVNMNTS</b>						
Personal Services	DA5148.1					
Contractual Exp.	DA5148.4					
TOTAL >>>>						
<b>EMPLOYEE BENEFITS</b>						
State Retirement	DA9010.8	5620.00	4908.00	4386.00	4386.00	4386.00
Social Security	DA9030.8	2601.00	3060.00	3825.00	3825.00	3825.00
Worker's Comp.	DA9040.8			3206.00	3206.00	3206.00
Life Insurance	DA9045.8					



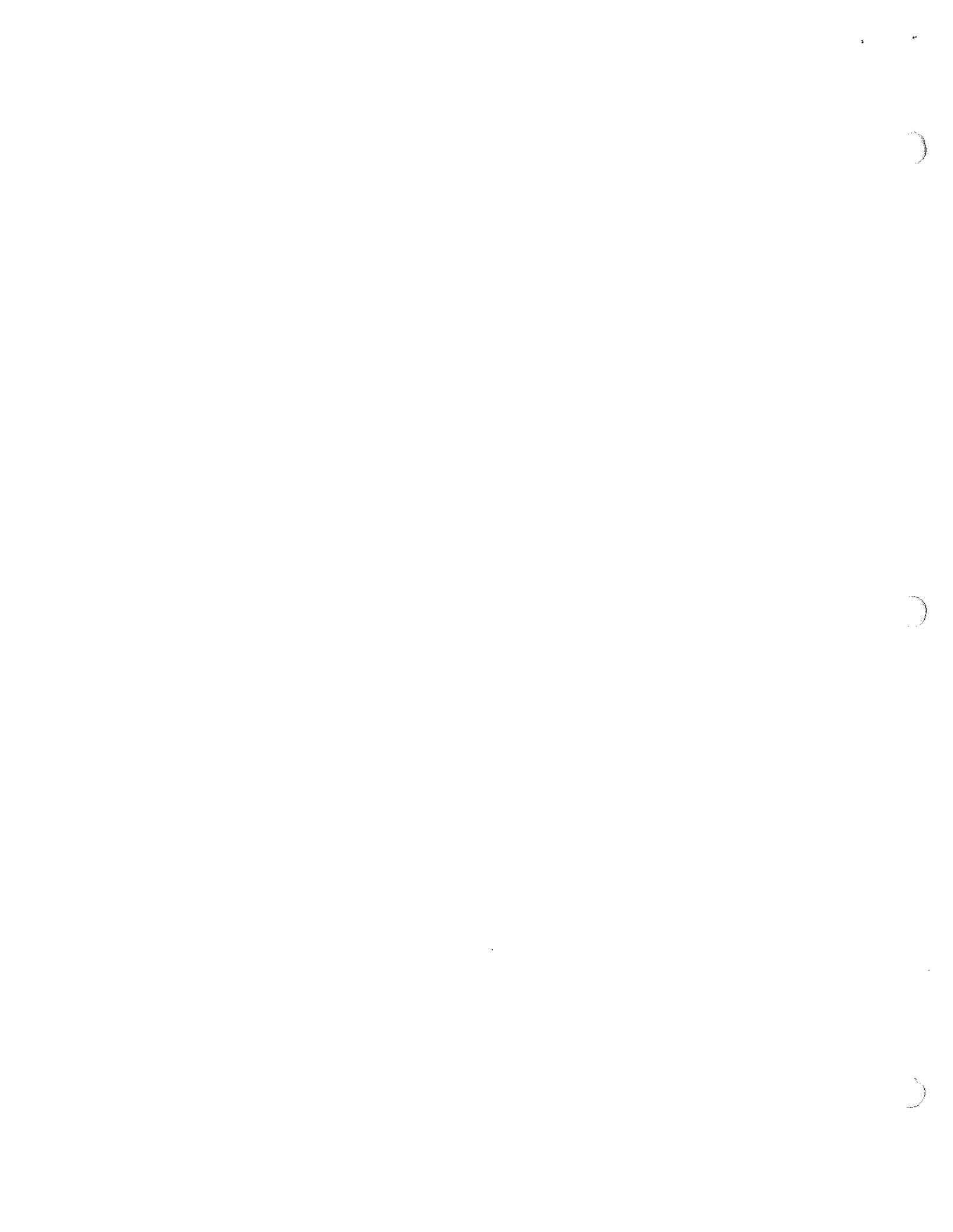
COMPARISON TAX RATES FOR BUDGET  
ADOPTED

	Year 2013 Budget Per Thousand	2014 Year Budget Per Thousand
All Villages	1.0189	1.2318
Town	3.0464	3.1441
Joint Fire	.9942	.9985
Fire District # II	.7818	.8147
Fire District # III	.8398	.9732

	ASSESSED VALUES	ASSESSED VALUES
Townwide	211,023,519	210,182,961
Town Outside	143,133,308	142,743,761
N. Hornell	36,141,017	35,911,547
Arkport	30,996,761	30,778,203
Almond	752,433	773,795
Street Lighting	21,426,300	20,902,100
Joint Fire	80,754,162	80,594,304
Fire II	55,497,834	54,862,441
Fire III	52,691,823	52,700,500
UDI Water # 1	688	690
UDI Sewer # 1	571	573



		2013		TOWN OF HORNELLSVILLE		ADOPTED		2014	
		Assessed Values		Fire		Assessed Values		Fire	
Townwide	211,023,519			Joint	80,754,162	Townwide	210,182,961	Joint	80,594,305
Outside	143,133,308			# 2	55,497,834	Outside	142,743,961	# 2	54,862,444
N. Hornell	36,141,017			# 3	52,691,823	N. Hornell	35,911,547	# 3	52,700,500
Arkport	30,996,761					Arkport	30,778,203		
Almond	752,433					Almond	773,795		
St. Lighting	21,426,300					St. Lighting	20,902,100		
FUND	Amount to be raised by tax	Rate				FUND	Amount to be raised by tax	Rate	
	No. Hornell	Arkport	Almond				No. Hornell	Arkport	Almond
A	65,886	0.313				A	98,097	0.4667	
DA	151,368	0.7172				DA	160,817	0.7651	
T.SHARE	1.0189	1.0189	1.0189			T. SHARE	1.2318	1.2318	1.2318
Total Vill.	1.0189	1.1089	1.0189			Total Vill.	1.2318	1.2318	1.2318
DB	275,781	1.9267				DB	251,006	1.7584	
B	14,432	0.1008				B	21,970	0.1539	
TOTAL T.	3.0464					TOTAL T.		3.1441	
Joint Fire	80291	0.9942				Joint Fire	80,481	0.9985	
SF II	43,393	0.7818				SF II	44,700	0.8147	
SF III	44,240	0.8398				SF III	51,290	0.9732	
Sewer	571	87.5666				Sewer	573	87.2600	
Water # 1	688	68.5029				Water # 1	690	68.3333	
Water # 3	30	67.17				Water # 3	30	67.1700	
Water # 4	21	66.67				Water # 4	21	66.67	
St. Lighting	11,000	0.5133				St. Lighting	11,000	0.5262	



1027

New York State Department of State  
Division of Corporations, State Records and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Albany, NY 12231-0001  
www.dos.state.ny.us/corps

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Hornellsville

**FILED  
STATE RECORDS**

**NOV 22 2013**

Local Law No. 2 of the year 2013

**DEPARTMENT OF STATE**

A local law to override the tax levy limit established in general municipal law 3-c  
(Insert Title)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Hornellsville as follows:

SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

**Section 1. Legislative Intent**

It is the intent of this Local Law to override the limit on the amount of real property taxes that may be levied by the Town of Hornellsville, County of Steuben, pursuant to General Municipal Law § 3-c. and to allow the Town of Hornellsville, County of Steuben, to adopt a Town budget for (a) Town purposes; (b) fire protection districts; and (c) any other special or improvement district governed by the Town Board for the fiscal year 2014 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

**Section 3. Tax Levy Limit Override**

The Town Board of the Town of Hornellsville, County of Steuben, is hereby authorized to adopt a budget for the fiscal year 2014 that requires a real property tax levy in excess of the limit specified in General Municipal Law, § 3-c.

**Section 4. Severability**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective Date**

This Local law shall take effect immediately upon filing with the Secretary of State

1029

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2013 of the ~~County~~(City)(Town)(Village) of Hornellsville was duly passed by the Hornellsville Town Board on Nov. 12, 2013, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the and was deemed duly adopted on 20, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of Hornellsville was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the on 20.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on 20, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County)(City)(Town)(Village) of was duly passed by the on 20, and was (approved)(not approved) (repassed after disapproval) by the on 20. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of 20, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

*Sheryl Isaman, Town Clerk*

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Sheryl Isaman, Hornellsville Town Clerk

Date: *November 14, 2013*

(Seal)

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

FILED  
STATE RECORDS

County  City  Town  Village  
(Select one)

of \_\_\_\_\_ Town of Hornellsville

NOV 22 2013

DEPARTMENT OF STATE

Local Law No. 3 of the year 2013

A local law providing for the preservation of Town roads in the Town of Hornellsville.  
(Insert Title)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Be it enacted by the Hornellsville Town Board of the \_\_\_\_\_  
(Name of Legislative Body)

County  City  Town  Village  
(Select one)

of \_\_\_\_\_ Hornellsville \_\_\_\_\_ as follows:

## SECTION I: PURPOSE

The purpose of this law is to maintain the safety and general welfare of Town residents by regulating commercial activities that have the potential to adversely affect road right-of-ways. Well maintained roads are important to the economic well being of the Town. Commercial endeavors, such as timber harvesting, wind farms, mining, and natural gas drilling, are also economically beneficial. This law is not intended to regulate such business; the intent is to protect the public right-of-ways from damage. The Town Board of the Town of Hornellsville hereby enacts the following Road Preservation Local Law pursuant to the provisions of the Municipal Home Rule Law.

## SECTION II: APPLICABILITY

The Hornellsville Town Board delegates to the Hornellsville Highway Superintendent the oversight of assuring commercial activities do not have an adverse impact on public right-of-ways.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

### SECTION III: DEFINITIONS

1. *High Frequency, High Impact Truck Traffic*: Traffic to and from a single project site that generates more than ten truck trips per day for more than four consecutive days, involving trucks that exceed 20 tons (truck and load combined) that could impact Town road right-of-ways. Any seismic testing by vibrasise trucks (a/k/a "thumper trucks") is considered high frequency, high impact truck traffic.
2. *Bond*: A commercial bond to ensure that the condition of the town roads impacted by high frequency, high impact truck traffic is left in as good or better condition at the completion of the project as they were at the start of the project.
3. *Road Preservation Local Law Worksheet (Attachment A)*: Worksheet is to be completed by hauling contractor or project sponsor, summarizing the project, project location, start and completion dates, expected max gross vehicle weight used for the project, proposed truck routes, and any other items that the Town Highway Superintendent deems necessary.
4. *Preliminary Bond Release*: A bond release given by the Town Highway Superintendent based on satisfactory road conditions at project completion.
5. *Final Bond Release*: Final release of the Bond by the Hornellsville Town Board.

### SECTION IV: GENERAL PROVISIONS

1. Prior to the start of any project that involves high frequency, high impact truck traffic that could have an impact on Town right-of-ways, a permit must be obtained. A bond amount shall be determined by the Town Board and will be listed on the fee schedule on file with the Hornellsville Town Clerk. The amount of the bond may be changed by the Town Board by Resolution. A completed *Road Preservation Local Law (RPLL) Worksheet (Attachment A)*, available from the Town Clerk of Town Highway Superintendent, must be submitted to the Highway Superintendent.
2. The Highway Superintendent will decide if the scope of work is such that a Bond is required. If no Bond is needed, the RPLL worksheet is approved by the Superintendent and becomes the Work Permit.
3. If the Highway Superintendent determines that a Bond is required, the bond must be paid to the Town of Hornellsville and remitted to the Town Supervisor. The Worksheet will then be approved by the Highway Superintendent and becomes the Work Permit.
4. Upon issuance of the Work Permit and prior to commencement of the work, the permit applicant, through the Hornellsville Highway Superintendent will arrange for satisfactory core samples and video documentation of condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic. The core samples and documentation will be conducted by an independent third party and will be submitted to the Town Highway Supervisor prior to commencement of the work. All costs of core samples and video documentation shall be paid in full by hauling contractor and/or project sponsor promptly

and before Preliminary Bond Release. Video documentation and core samples will also occur at the conclusion of the permitted work. All core sample data and video documentation will be submitted to the Town Highway Superintendent within one week of recording. In the event the Town Highway Superintendent does not receive the required core sample data or video documentation for any reason, the Work Permit may be suspended or revoked.

5. Upon completion of the project, the hauling contractor or project sponsor will apply to the Highway Superintendent for a Preliminary Bond Release. Upon inspection of the work site, as necessary, the Highway Superintendent may approve the release of the Bond. If the release is not approved, the Superintendent will specifically document the tasks that must be accomplished in order for the Bond to be released. In this case, the hauling contractor or project sponsor will remedy the specified problem(s) items and then reapply for a Bond Release. Bond release must also be approved by the Town Board prior to any Bond(s) being released.

6. If the hauling contractor or project sponsor does not comply and operates outside the parameters as specified on the worksheet, the Town Highway Superintendent has the authority to stop the project until the hauling contractor and/or project sponsor is in compliance.

7. The hauling contractor or project sponsor will be responsible for the repair of any damages that occur to the Town of Hornellsville road right-of-ways when a project proceeds without a proper permit.

SECTION V: SEISMIC TESTING SPECIAL CONDITIONS

The hauling contractor or project sponsor shall supply proof of insurance co-naming the Town of Hornellsville with a minimum of \$4 million liability insurance coverage. The Town shall be notified 30 days prior by the insurance company of termination of such coverage.

SECTION VI: OTHER SPECIAL CONDITIONS

1. In no event shall vehicles or equipment be parked or located outside the roadway boundaries nor block access by neighboring landowners.

2. Traffic will be maintained in accordance with the Uniform Traffic Control Manual.

3. The hauling contractor or project sponsor shall be responsible for any and all repairs of damages caused by their operation to any Town property.

4. This law applies to the entire duration of any project that induces high frequency high impact traffic, as defined above, for any single five day interval of the project duration.

5. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

6. In the event the Town Highway Superintendent reasonably believes stabilization of any part or all of Town road subject to High Frequency, High Impact Truck Traffic prior to use of the road(s) then the Highway Superintendent shall comply with all pre-stabilization requirements as set forth in the permit.

7. The Town Highway Superintendent may require reasonable conditions to be met in the permit to insure safety of the public and preservation of the Town roads.

SECTION VII: DUTIES OF THE HIGHWAY SUPERINTENDENT

The Town Superintendent is designated as the enforcement officer of all of the requirements of this local law with all powers of enforcement of this local law including but not limited to filing charges for violations with courts having jurisdiction thereof.

The Town Highway Superintendent is hereby granted the power to order the cessation of commercial operations within the Town of Hornellsville when weather conditions are such that the utilization of Town roads for the purposes of such operations may result in damages to said roads or the creation of a hazard to residents utilizing said Town roads.

The Town Highway Superintendent is further empowered to impose reasonable restrictions as hereinafter set forth when operations may result in the creation of a hazardous condition to residents or damage to town roads, regardless of weather conditions. The Highway Superintendent may require the following of the commercial operator:

- 1. The erection of signs indicating "truck entrance."
- 2. The installation of temporary culverts at the entrance to an operation, which abuts a Town road.
- 3. Off-street parking for all vehicles utilizing the commercial operation.

The Highway Superintendent may impose that effectuate the provisions of this section, including but not limited to the following:

- 1. The loading and storing of commercial equipment , materials and goods traveled way of any highway.
- 2. Equipment, materials or goods shall not be skidded across any highway nor shall skidders cross the highway as part of the commercial operation at any time.
- 3. All debris resulting from the commercial operation along the highway and at the loading area within 50 feet of the highway shall be cleaned and removed by the applicant.

SECTION VIII: FEES

- 1. A non-refundable fee as depicted in the Town of Hornellsville Fee Schedule, payable to the Town of Hornellsville must accompany each permit application submitted to the Town Highway Superintendent.
- 2. A non-refundable processing fee as depicted in the Town of Hornellsville Fee Schedule, payable to the Town of Hornellsville, must accompany each Worksheet submitted to the Highway Superintendent.

3. The Fee Schedule may be amended from time to time by resolution of the Hornellsville Town Board and shall be on file with the Town Clerk.

SECTION IX: APPEALS

8. Contractor has the right to appeal to Hornellsville Town Board.

SECTION X: REQUEST FOR VARIANCE

Request for a variance from the standards set forth in this Local Law shall be made to the Hornellsville Town Board in writing and shall contain the grounds on which the appellant relies for requesting the variance, including allegations on any facts on which the appellant will reply. Where the Hornellsville Town Board finds that due to special circumstances of the particular case a waiver of certain requirements as stated in Section IV is justified, then a variance may be granted. No variance shall be granted, however, unless the Town Board finds and records in its minutes that: (a) granting the variance would be keeping the intent and spirit of this Local Law and is in the best interests of the community, (b) there are special circumstances involved in the particular case; (c) denying the variance would result in undue hardship to the applicant, provided that such hardship has not been self-imposed; (d) the variance is the minimum necessary to accomplish the purpose.

SECTION XI: INVALID SEGMENT

Should any section or provision of this Local Law contained herein or as amended hereafter be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Local Law as a Whole or any part thereof other than the part declared to be invalid.

SECTION XII: PENALTIES

Any person who shall violate any of the provisions of this local law or any order promulgated hereunder shall, upon conviction, be punished by a fine not to exceed One Thousand Dollars (\$1,000.00) for each violation, and each day that such violation shall continue shall be deemed a separate and distinct offense.

SECTION XIII: EFFECTIVE DATE

This Local Law shall take effect upon filing with the State of New York.

ATTACHMENT A  
ROAD PRESERVATION LAW WORKSHEET

1. Hauler/Project Sponsor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Work Description (logging, gravel mining, wind farm, natural gas drilling, etc.):  
\_\_\_\_\_  
Work Location: \_\_\_\_\_  
Proposed Truck Routes (include miles to be traveled on each road):  
\_\_\_\_\_  
\_\_\_\_\_

3. Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

4. Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Expect maximum gross vehicle weight: \_\_\_\_\_  
Maximum truck trips per day: \_\_\_\_\_

5. Bond Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
Approval Date: \_\_\_\_\_

\_\_\_\_\_, Highway Superintendent

6. Highway Superintendent Bond Release Application Date: \_\_\_\_\_

7. Deficiencies to be repaired: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Town Board Bond Release Application Date: \_\_\_\_\_

9. Final Bond Release: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Town Supervisor

10. Proof of Adequate Motor Vehicle and Liability Insurance  
Insurance Company: \_\_\_\_\_  
Policy No. \_\_\_\_\_  
Amount of Insurance: \_\_\_\_\_

(Attach copy of Insurance Certificate)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of 2013 of the ~~(County)(City)~~(Town)(Village) of Hornellville was duly passed by the Hornellville on 7/17/13, 2013, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

1038

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on Nov. 12, 2013, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

*Sheryl Isaman Town Clerk*

Clerk of the county legislative body, ~~City, Town or Village~~ Clerk or officer designated by local legislative body Sheryl Isaman

Date: November 12, 2013

(Seal)

105

Town of Hornellsville  
Special Meeting  
Time 8:30 a.m.  
November 29, 2013

Present: Supervisor Kenneth Isaman  
Town Clerk Sheryl Isaman  
Board Member James Giglio  
Board Member Ronald Kennell  
Board Member William Giese III  
Board Member Graham Marcus  
Bookkeeper Lois York

Town Board Members met to discuss a correction needed to the Adopted 2014 Town Budget.

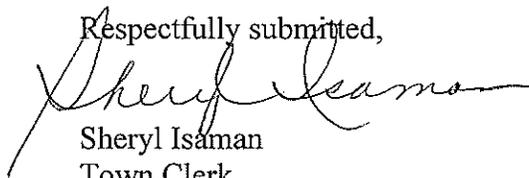
Motion made by Kennell and seconded by Giglio to make correction in Highway portion of budget.

Roll Call: Isaman, Kennell, Giese, Marcus, Giglio, all ayes. Carried.

Motion made by Giese and seconded by Kennell to adjourn meeting at 8:40 a.m.

Roll Call: Isaman, Kennell, Giese, Marcus, Giglio, all ayes. Carried.

Respectfully submitted,



Sheryl Isaman  
Town Clerk  
November 29, 2013

10/26

# Advertising Invoice

**Hornell**

1/2

The Evening Tribune  
32 Broadway Mall  
Hornell, NY 14843  
Phone: 607-324-1425  
Fax: 607-324-2317

1048  
Town of Hornellsville - Legals  
4 Park Avenue  
ARKPORT, NY 14807

Acct. #: 01100240  
Phone: #:  
Post Date: 11/27/2013  
Due Date: 12/27/2013  
Invoice #: 300102831  
PO #:

Ad #	Text	Start	Stop	Ins.	Amount	Prepaid	Due
00074445	RE: Special Meeting of Hornell	11/22/2013	11/22/2013	1	10.37	0.00	10.37

Please return a copy with payment

**Total Due**

**10.37**

1047

STATE OF NEW YORK }  
STEUBEN COUNTY } SS.

**AFFIDAVIT**

*Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:*

\_\_\_\_\_ 11/22/13 \_\_\_\_\_  
\_\_\_\_\_ Beth Ann Hults \_\_\_\_\_

Subscribed and sworn to before me this 4 \_\_\_\_\_

day of December, 2013 \_\_\_\_\_

\_\_\_\_\_  
*Ellen M. Slight*  
Notary Public

ELLEN M. SLAUGHT  
Notary Public, State of New York  
Steuben County  
Commission Expires 07/18/14  
Lic. #01SL5030660

RE: Special Meeting of  
Hornellville  
Town Board for correction of  
2014 Town Budget Meeting  
Date: November 29, 2013 at  
8:30am at Town Hall