

**LOCAL LAW FILING**

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

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(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 of Junius**  
Village

Local Law No.3 of the year **2024**

**A Local Law Enacting a Town of Junius Road Preservation Law**

(Insert Title)

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

County  
City  
**Town of Junius** as follows:  
Village

SECTION 1. Statutory authority.

The Town Board of the Town of Junius enacts this local law under the authority granted by Section 10 of the New York State Municipal Home Rule Law, New York State Constitution Article IX §2(c)6, subdivision 2 of section 23-0303 of the Environmental Conservation Law, Highway Law Section 140, Town Law section 130, and Vehicle and Traffic Law section 1660.

SECTION 2. Legislative intent and purpose.

The purpose of this local law is to maintain the safety and general welfare of Town residents and others using Town highways by regulating high impact commercial activities during a construction phase that have the potential to adversely impact Town roads and property. The intent is to protect the Town roads and property from damage from endeavors that typically require high frequency use of heavy equipment with heavy loads during a construction phase (including renewable energy construction projects). It is the intent of this law to ensure that the Town's roads are not damaged or harmed to the overall detriment of the Town by a few individual users who utilize the Town roads during a construction project in a manner that causes extraordinary deterioration to the roads.

Nothing contained in this Law shall be deemed to limit the right to farm as set forth in Article 25-AA of the New York State Agricultural and Markets Law.

Nothing contained in this Law shall be deemed to unlawfully interfere with Interstate Commerce.

### SECTION 3. Definitions.

*Bond:* A commercial bond to ensure that the condition of the town roads and/or property impacted by high frequency truck traffic or high impact truck traffic at the completion of a construction project is left or restored to its condition that existed before the start of the project.

*Final Bond Release:* Final release of the Bond by the Junius Town Board.

*High Frequency Truck Traffic:* Traffic to and from a single project construction site that generates more than eight truck trips per day for more than three consecutive days, involving trucks that exceed 20 tons (truck and load combined) that could impact Town roads and/or property.

*High Impact Truck Traffic:* Other truck traffic of considerable weight (e.g., total weight exceeding 30 tons) and/or size (e.g., trucks requiring escort vehicles) as determined by the Highway Superintendent that could impact Town roads and/or property during a construction project. Any seismic testing by vibrasise trucks (aka "thumper trucks") is considered high impact truck traffic.

*Permittee:* Shall mean and include the holder of a "Road Preservation Vehicle Permit" (project sponsor), its contractors, sub-contractors, employees and agents, issued pursuant to this Local Law.

*Preliminary Bond Release:* A bond release given by the Town Highway Superintendent based on satisfactory road conditions at project completion.

*Project Site:* An area where construction work is performed on a short-term basis. Construction work includes any of the following:

- a) excavation, including the removal of soil or gravel for off-site use or excavation or filling of trenches, ditches, shafts, wells, tunnels and pier holes, and the use of caissons and cofferdams,
- b) building, including the construction (including the manufacturing of prefabricated elements of a building at the place of work concerned), alteration, renovation, repair, maintenance and demolition of all types of buildings and/or structures,
- c) civil engineering, including the construction, structural alteration, repair, maintenance and demolition of, for example, airports, dams, river and landslide defense works, roads and highways, railways, bridges and tunnels, viaducts, and works related to the provision of services such as communications, drainage, sewerage, water and energy supplies (including renewable energy supplies).

*Property:* Shall mean and include any real property (including any improvements therein, thereon or thereunder) or personal property owned by, or leased to, the Town of Junius.

*Road:* Shall mean and include any highway, road, street, avenue, boulevard, parkway, shoulder, guard rail, concourse, driveway, easement, right-of-way, bridge, culvert, sluice pipe, ditch, dock, tunnel, sidewalk or any utilizes or improvements therein, thereon, or thereunder.

*Road Preservation Local Law Worksheet (Appendix A)*: Worksheet is to be completed by hauling contractor or project sponsor, summarizing the project, project location, start and completion dates, expected maximum gross vehicle weight used for the project, proposed truck routes, and any other items that the Town Highway Superintendent or Town Board deems necessary.

#### SECTION 4. General Provisions.

1. Prior to the start of any project that involves high frequency and/or high impact truck traffic that could have an impact on Town roads during a construction phase (including construction of renewable energy projects), a Road Preservation Vehicle Permit must be obtained. An escrow amount and bond amount shall be determined by the Town Board and will be listed on the fee schedule on file with the Tyre Town Clerk. The amount of the bond or money in escrow may be changed by the Town Board by Resolution. A completed *Road Preservation Local Law (RPLL) Worksheet (Attachment A)*, available from the Town Clerk or Town Highway Superintendent, must be submitted to the Junius Town Clerk. The Town Clerk must submit a copy of the RPLL worksheet to the Highway Superintendent and Zoning Enforcement Officer for their review and recommendation to the Junius Town Board.
2. The Highway Superintendent and Compliance Enforcement Officer are hereby authorized to consult with others (i.e., County Highway Department) and/or hire, in compliance with Town Local Laws and procurement policies, any engineer, consultant and/or expert which the Highway Superintendent or Compliance Enforcement Officer deems necessary to assist in reviewing and evaluating any application hereunder for a Road Preservation Vehicle Permit.
3. The Junius Town Board 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 Junius Town Board and becomes the Road Preservation Vehicle Permit.
4. If the Junius Town Board determines that a Bond is required, the bond must be paid to the Town of Junius and remitted to the Town Supervisor. The Worksheet will then be approved by the Town Supervisor and becomes the Road Preservation Vehicle Permit.
5. The Junius Town Board shall designate the Town roads and highways to be used by the Permittee for high frequency and/or high impact truck traffic to a from the Project Site (the "Designated Haul Routes"). Any other vehicles (cars, pickups, etc.) associated with the Permittee's project are not limited to the Designated Haul Routes and thus may use any other alternate Town roads. The Junius Town Board reserves the right to exclude certain Town roads from the Designated Haul Routes if the loads hauled by the Developer significantly change that road's traffic loading.
6. If the Junius Town Board determines that a source of funds is needed to promptly reimburse the Town for any reasonable costs and expenses incurred by the Town in processing an application for a Road Preservation Vehicle Permit and/or seeking reimbursement for damages, injuries, discharges or spills involving Town roads or other

Town property, the applicant for a Road Preservation Vehicle Permit may be required by The Junius Town Board to file with the Town Clerk of the Town of Junius an initial cash deposit in the sum of \$20,000. These funds may be required to accompany the filing of the application, and the Town shall maintain a separate escrow account of all such funds. The Town is hereby authorized to withdraw funds from said escrow account (without prior notice to or consent from the Permittee) in order to promptly reimburse the Town for any costs and expenses (as defined herein). Immediately following any such withdrawals, the Town Clerk shall give written notice to the Permittee detailing such withdrawals and the reasons therefore. If, at any time during the period when the Road Preservation Vehicle Permit is in effect, this escrow account has a balance less than \$5,000, the Permittee shall immediately, upon notification from the Town Clerk, replenish said escrow account to the original balance of \$20,000.

7. As used in this section, the term "costs and expenses" shall be determined to include the reasonable fees charged by engineers, consultants and/or experts hired in accordance with the provisions of this Local Law; reasonable administrative costs and expenses incurred by the Town in connection with the permitting process and the repair, restoration and preservation of Town roads and other Town property; and reasonable legal fees, accountants fees, engineers fees, costs, expenses, disbursements, expert witness fees and other sums expended by the Town in pursuing any rights, remedies or claims to which the Town may be entitled under this Local Law or under applicable provisions of law, as against any Permittee, any person who has violated this Local Law, any insurance company, any bonding company, any issuer of a letter of credit, and/or any United States or State of New York agency, board, department, bureau, commission or official.
8. Upon issuance of the Road Preservation Vehicle Permit and prior to commencement of the work, the Permittee will arrange for video documentation of condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic. The video documentation will be conducted by an independent third party and will be submitted to the Highway Superintendent and Town Supervisor prior to commencement of the work. Video documentation will also occur monthly and within two weeks of the conclusion of the permitted work. All video documentation will be submitted to the Highway Superintendent and Town Supervisor within one week of recording. Failure to submit the required video documentation will result in immediate revocation of the Road Preservation Vehicle Permit.
9. In the event that there is any balance remaining in the escrow account as of the date that the Town Board determines the Road Preservation Vehicle Permit has expired and further determines that no damages or injuries have been caused to any Town road or other Town property for which the Town has not been fully reimbursed, the Town shall pay to the Permittee the balance remaining in the escrow account.
10. Upon completion of the project, the Permittee 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 Highway Superintendent will specifically document the tasks that must be accomplished in order for the Bond to be released. In this case, the Permittee will remedy

the specified problem(s) items and then reapply for a Bond Release. Final Bond Release must be approved by the Town Board.

11. The Highway Superintendent or any law enforcement officer shall each have the right and authority to issue stop work orders to those operating violations of the terms of the Road Preservation Vehicle Permit, in violation of this Local Law, in violation of applicable provisions of law; or contrary to the conditions upon which its Road Preservation Vehicle Permit was issued. Upon issuance of a stop work order, the Road Preservation Vehicle Permit shall be suspended until there is remedy of the violation(s).
12. The Permittee will be responsible for the repair of any damages caused by the Permittee that occur to Town of Junius roads. This includes all damages, injuries, discharges or spills that occur on or to Town roads, other Town property, ditches, curbs, culverts, sidewalks or other improvements and to public utilities of the Town in the roadway. Upon due notice being given to the Permittee and at the Town's option, the Town may allow the Permittee to repair all damages or the Town may arrange the necessary repairs and charge the Permittee for all labor and materials at the prevailing wage rates established pursuant to the New York State Labor Law. The highway shall be restored and the integrity of the repair maintained for a period of one year from the date of any repairs. Particular attention is called to the necessity of thoroughly compacting the back fill, which will be required by the Town. If the Town requests the Permittee to repair the damages, such repair will done to the specifications, time line and any and all requirements of the Town.

#### SECTION 5. Other Special Conditions.

1. The Permittee shall be responsible for any and all repairs of damages caused by their operation to any Town roads or property.
2. This law applies to the entire duration of any project that induces high frequency truck traffic and/or high impact truck traffic, as defined above.
3. The Road Preservation Vehicle Permit shall not be assigned, conveyed, pledged or transferred without the express prior written consent of the Junius Town Board.
4. The Highway Superintendent and Town Supervisor shall be given one week's written notice in advance by said Permittee of the date when the permittee intends to begin the activity authorized by the Road Preservation Vehicle Permit, and shall be given prompt written notice of its completion.
5. The Town of Junius makes no warranties or representations as to the conditions or fitness of any Road or other Property; or their fitness for any intended use; or the Town's rights, titles or interests therein or thereto.
6. If any of these conditions are not met, the permit is automatically voided and all work shall cease.

#### SECTION 6. Fee.

A non-refundable processing fee as established by the Junius Town Board in the Town of Junius Fee Schedule, payable to the Town of Junius, must accompany each Worksheet submitted to the Junius Town Clerk.

#### SECTION 7. Appeals.

The Permittee has the right to appeal to the Junius Town Board.

#### SECTION 8. Request for Variance.

Request for a variance from the standards set forth in this Local Law shall be made to the Junus Town Board in writing and shall contain the grounds on which the applicant relies for requesting the variance, including all allegations on any facts on which the applicant will rely. Where the Junius Town Board finds that due to special circumstances of the particular case a waiver of certain requirements as stated in Section 4 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 9. Invalid Segment.

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

#### SECTION 10. Effective Date.

This local law shall take effect upon its filing with the Secretary of State.

ATTACHMENT A

ROAD PRESERVATION LAW WORKSHEET

1. Hauler/Project Sponsor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
2. Work Description (i.e., logging, telecommunications facility construction, gravel mining, natural gas drilling, solar energy facility construction, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Work Location: \_\_\_\_\_
4. Proposed Truck Routes (include miles to be traveled on each road):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
6. Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Expect maximum gross vehicle weight: \_\_\_\_\_  
Maximum truck trips per day: \_\_\_\_\_
7. Bond Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_  
Approval Date: \_\_\_\_\_
8. Preliminary Bond Release Application Date: \_\_\_\_\_
9. Deficiencies to be repaired:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Final Bond Release Application Date: \_\_\_\_\_
11. Final Bond Release Date: \_\_\_\_\_

\_\_\_\_\_ Town Supervisor Signature

## ATTACHMENT B

### FEE SCHEDULE

Road Type	Dirt and/or Gravel	Chip Seal (gravel with tar)	Asphalt with base >7"	Asphalt with base <7"
Bond per mile traveled	\$3500	\$15,000	\$54,570	\$94,200
Multiply by Number of miles				
Multiply by Number of vehicles on the peak travel day of the project				
<b>ROAD TOTALS:</b>				
Structures (bridges and/or culverts by diameter)	60" up to less than 20'		20' and greater*	
Bond per structure	\$ 500,000		\$1,500,000	
Multiply by number of structures				
<b>STRUCTURE TOTALS:</b>				
<b>BOND TOTAL:</b>				



(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. <sup>3</sup>X of 2024 of the Town of Junius was duly passed by the Junius.. Town Board on December 18, 2024, 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<sup>1</sup>.)~~

~~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.~~

<sup>1</sup> 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 2005 of the City of \_\_\_\_\_ 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.

Colleen Smith  
Town Clerk

(Seal)

Date: December 18 2024