

# Traffic Control Plan for General Construction

For

Hoffman Falls Wind Project

Phase 1 Project



April 24, 2026

Revision	Date	Pages Affected
0	02/05/26	All
1	04/24/26	1; Attachment B, C and D

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## 1.0 Introduction

The Hoffman Falls Wind Project (the Project) is a utility-scale wind energy generating project located in Madison County, New York with a generating capacity of up to 109.8 megawatts (MW). The Facility will include 18 wind turbines, with nine located in the Town of Fenner, one in the Town of Smithfield, one in the Town of Nelson, and seven in the Town of Eaton. Phase 1 of the Project is to include all general civil construction activities, except those associated with the substation and point of interconnection (POI), and the installation of the collection system. This plan is meant to address construction activities occurring in the Phase 1 portion of the Project and will be amended to support later construction phases, if needed

This Traffic Control Plan has been prepared as a guideline to describe the general traffic control methods that will be deployed to address and protect the safety of the traveling public during onsite construction activities. This plan ensures the work is performed in a safe manner and obeys all safety requirements of Hoffman Falls Wind LLC and federal, state, county, and town laws, rules, and regulations and permit conditions, as applicable and not otherwise waived by the Office of Renewable Energy Siting and Electric Transmission (ORES).

## 2.0 Local Context

The Project is located in rural Madison County, New York. Traffic volumes are considered low in this area. Given the low existing traffic volumes on the roads within the vicinity of the Project, the increase in traffic resulting from tree clearing and full civil construction can be accommodated without difficulty from a capacity perspective.

## 3.0 Public Information Strategy

In conformance with Project requirements, Hoffman Falls Wind LLC will provide notices as needed regarding planned tree clearing activities, full civil construction, and the timing, location, and nature of public road use activities, etc. to the landowners, public, and the applicable towns. This will allow residents to effectively plan their routes and mitigate the overall impact caused by the work and deliveries to the Project. A map outlining the delivery routes to the sites for oversize/overweight construction equipment will be provided with the notice(s) and available on the Project website. Hoffman Falls Wind LLC may voluntarily enter into a Road Use Agreement (RUA) with the Towns and County, in which case the executed RUA will be provided.

## 4.0 General Approach and Safety Measures

Appendix A shows the trucking routes for the delivery of oversize/overweight construction equipment. Preliminary haul routes are depicted in Appendix 05-A (Civil Design Drawings) Sheet C200. The Project will implement the below best management practices regarding traffic control and management for the duration of construction on the Project.

- Pilot cars will be used as required to escort delivery of oversize/overweight construction equipment.
- Generally, oversize/overweight equipment delivery and hauling vehicles will be limited to 7 axles and up to 120,000 lbs.
- Use of public roads after dusk/night hours for construction activities will be minimized. Hours of operation for heavy equipment construction traffic on public roads shall be from 7:00 a.m. to 8:00 p.m. Monday through Saturday and 8 a.m. to 8:00 p.m. on Sunday and national holidays, with the exception of certain construction and delivery activities which may need to occur during extended hours beyond this schedule
- Where needed, “truck exiting” signage will be provided on the public roads in both directions on each side of the construction site access points.
- All Hoffman Falls Wind affiliated workers will be required to participate in a site orientation to review key traffic safety measures and to increase traffic safety awareness.
- As required, temporary signage will conform to the NYSDOT requirements for shape, color, reflectivity, message and size. All signage shall be covered when not in use.
- Hoffman Falls Wind affiliated workers will not be allowed to park on public roads. Vehicles shall be parked in a manner that does not impede traffic, interfere with visibility or signage, or cause additional potential for collisions.
- Water trucks shall be deployed to suppress the emission of dust from grubbing and construction activities in accordance with the Dust Control Plan.
- Emergency vehicles will be accommodated in a safe and timely manner to avoid interruption.
- Reasonable efforts shall be made to not block, obstruct, or interfere with the flow of traffic in both lanes for any more than 15 minutes at a time.
- Any temporary turning radii or other temporary construction easement rights of way will have appropriate signage and barricades when not in use by the Project to reasonably prevent the traveling public from using these areas and to ensure public traffic is not disrupted.
- Oversize/Overweight vehicles will comply with all road restrictions including those specified in any permits or agreements regarding the use of public roads. This limitation shall not apply to vehicles that do not qualify as oversize/overweight, including passenger vehicles, light-duty trucks, or other standard weight vehicles used in connection with the Project.

## 5.0 Traffic Control

Work sequence, safety controls and precautions to be taken for potential traffic control hazards related to the civil construction activities are described below.

### 5.1 Obtain Authorizations and Permissions as Necessary

Potential Hazards:

- Traffic is diverted without the permission and/or coordination of NYSDOT requirements, leading to a dangerous situation.

Safety Control Measures and Precautions:

- Obtain the necessary approvals from NYSDOT and local Townships as required.

### 5.2 Pre-Operational Site Check

Potential Hazards:

- Failure to conduct pre-operational site checks may lead to the failure to identify hazards associated with the site.

Safety Control Measures and Precautions:

- Conduct the Foreman's job briefing and job hazard assessment checks. This will include but is not limited to:
  - Ensure the correct positioning of warning signs and traffic cones.
  - Check the entire work area for potential hazards.
  - Select the appropriate Traffic Control Plan (TCP) for the site including the appropriate arrangement diagram. The diagram for any road workings or work sites situated on any roadways will be taken from the Federal Manual of Uniform Traffic Control Devices (MUTCD). All employees and Subcontractors will adhere to this requirement.
  - Ensure correct traffic management controls are in place.
  - Ensure the safety of the public.

### 5.3 Pre-Operational PPE Check

Potential Hazards:

- Failure to conduct pre-operational PPE checks may lead to injury as a result of the use of damaged or defective PPE.

Safety Control Measures and Precautions:

- Ensure the correct use of company issued ANSI Standards approved Personal Protective Equipment required for the task such as:
  - High Visibility Vests or Jackets
  - Eye Protection
  - Hearing Protection
  - Hard Hats
  - Safety Toe Boots
- Check hard hat for damage to shell, webbing and chin strap.
- Check hard hat issue date.
- Check eye protection, hearing protection and safety toe boots for damage.

### 5.4 Pre-Operational Equipment Check

Potential Hazards:

- Failure to conduct pre-operational equipment checks may lead to the failure to identify hazards associated with the equipment.

Safety Control Measures and Precautions:

- Observe all safety procedures, instructions and guidelines as set out in the TCP.
- Wear all applicable PPE as detailed above.
- Carry out detailed visual inspection, including but not limited to:
  - Check all signage for clarity (no words obscured or damaged).
  - Check all signage is covered, as needed.
  - Check all cones, signs and other warning signals are correctly placed.
  - Check any communication system's functionality.
  - Check all private roadways, drives, etc. for adequate signage.
  - Ensure that detours are safe and abide by usual traffic laws.

### 5.5 Position Signage, Cones, and Warnings Safely and Securely

Potential Hazards:

- Hazards associated with high winds, poor visibility, and narrows roads.

Safety Control Measures and Precautions:

- Ensure all signs are properly anchored and positioned.
- Place all early warning signs in accordance with the MUTCD.

### 5.6 Control Traffic

Note: All signs, cones, and warnings are to be correctly used and positioned as set out in the MUTCD Standards booklet and in accordance with any local Town and County requirements as well as NYSDOT Permit requirements where applicable.

Potential Hazards:

- Failure of communication equipment.
- Pedestrians and vehicles entering from the sides.

Safety Control Measures and Precautions:

- Ensure all batteries are fully charged and spares are made available if necessary.
- When controlling traffic, remain alert for pedestrians and traffic entering from the sides.
- Ensure signs are placed correctly.

### 5.7 Shut Down and Clean-up Site

Potential Hazards:

- Failure to remove covers over permanent signs.
- Failure to remove all temporary signs or clean roadways properly.

Safety Control Measures and Precautions:

- Ensure all permanent signs are returned to their original condition.

- Check all debris, cones and temporary signs are removed.
- Clean up the site and dump chips.
- Carry out any final instructions as identified in the Hazard Checklist.
- ALL employees working alongside any roadway will at a MINIMUM must wear a class 2 High Visibility retro-reflective vest.



Attachment A – NYSDOT Standards



NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION

# WORK ZONE TRAFFIC CONTROL



OFFICE OF TRAFFIC SAFETY AND MOBILITY

*Revised July 2020*

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## Introduction to Work Zone Traffic Control

The purpose of work zone traffic control is to provide a safe work area for workers within the roadway, while facilitating the safe and orderly flow of all road users (motorists, bicyclists and pedestrians including persons with disabilities in accordance with the Americans with Disabilities Act of 1990) through the work zone.

This manual is intended to provide New York State Department of Transportation (NYSDOT) employees, utility companies, municipalities, and contractors who are involved with the design, set-up and maintenance of highway work zones, or anyone working within the state right-of-way, with the basic principles and elements constituting a safe work zone. The information presented in this manual is based on the requirements set forth in the National Manual of Uniform Traffic Control Devices and the NYS Supplement, review of work zone manuals from a selection of state and federal agencies, and discussions with members of the NYSDOT Work Zone Traffic Control Committee.

This manual includes basic information on work zone traffic control, including a description of traffic control devices, illustrations of acceptable, commonly used devices, and the proper flagger attire and methods. Color diagrams (typical applications) depicting typical traffic control set-ups for two-lane and multilane highways are intended to show the minimum requirements for a safe work zone set-up. Traffic control or protection can be enhanced for situations that may require additional measures such as high traffic or pedestrian volume, high speeds, restricted sight distance, poor or confusing alignment.

This is a “living document” that will evolve as recommendations are received from the Regions. Work zone traffic control diagrams will be added, and deleted, as necessary, and all will be posted on the NYSDOT internet site (Work Zone Traffic Control Manual).

Please address any questions, comments, and/or recommendations regarding this manual to [wztc@dot.ny.gov](mailto:wztc@dot.ny.gov)

## Fundamental Principles

The principles listed below provide a guiding philosophy of good temporary traffic control and enhance the safety of motorists, pedestrians and workers within and near temporary traffic control zones:

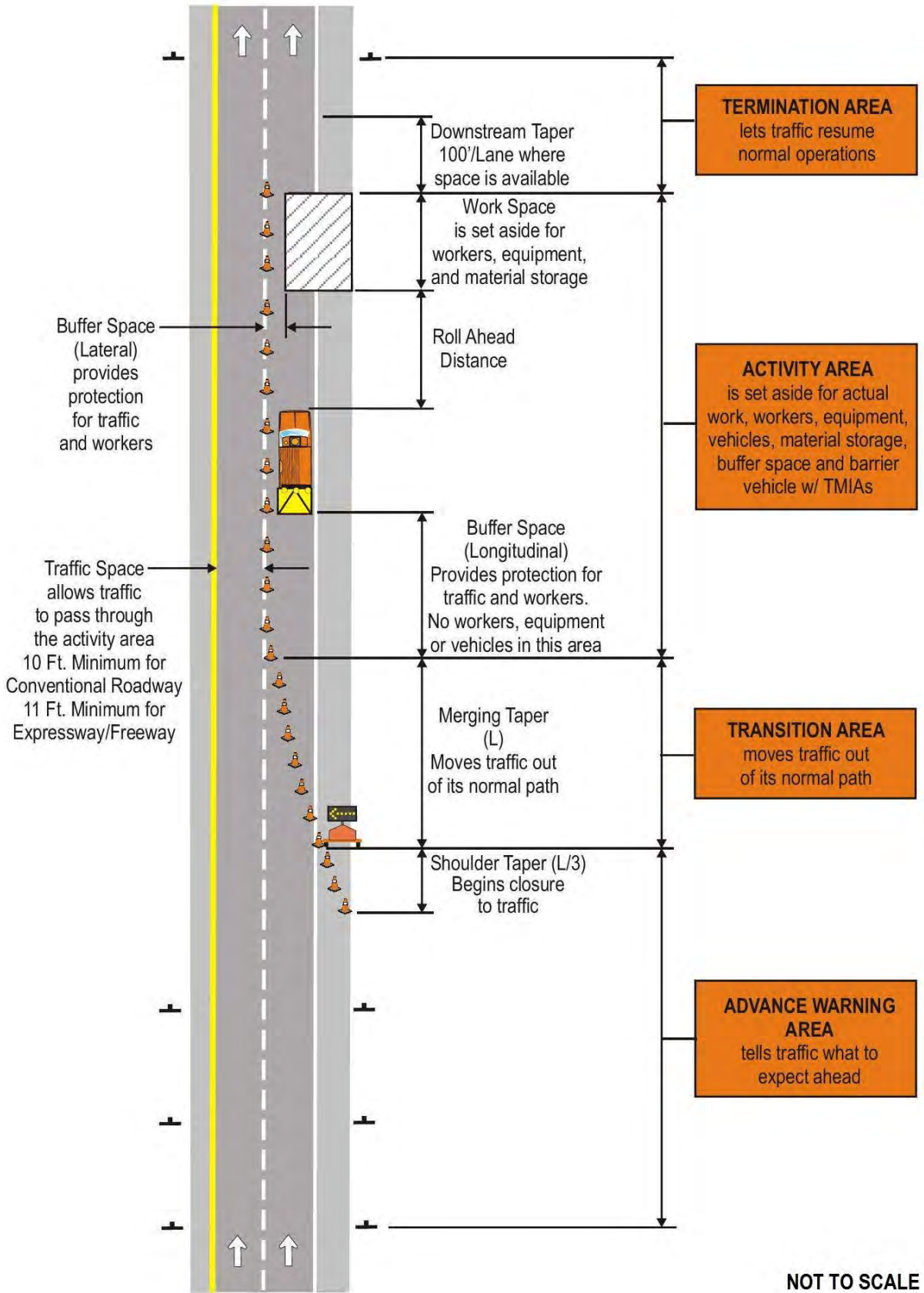
- Make traffic safety and temporary traffic control an integral and high-priority element of every project from planning through design, construction, and maintenance.
- Select the most appropriate typical application for the worksite. Keep in mind conditions may change as the work / day progresses. Plan to have items and materials ready to meet the changing conditions.
- Inhibit traffic movement as little as possible.
- Provide clear and positive guidance to drivers and pedestrians as they approach and travel through the temporary traffic control zone.
- Inspect traffic control elements routinely and modify when necessary.
- Pay increased attention to roadside safety near temporary traffic control. Workers shall maintain situational awareness when working in proximity of traffic. This may include the use of spotters.
- Immediately address any incidents that occur within the work zone. Activities may include documenting incident, providing a temporary spotter to protect the incident or temporarily suspending the work until the incident can be managed.
- Train all persons that select, place and maintain temporary traffic control devices.
- Establish proper legislative authority to implement and enforce needed traffic regulations, speed zoning, parking controls, and incident management.
- Keep the public well informed.
- If there is a side road intersection/driveway or ramp within the work area, additional traffic control, such as flaggers and appropriate signs, may be needed on the side road/driveway approaches or ramps.
- If there is a side road intersection/driveway or ramp within the work area, additional traffic control, such as flaggers and appropriate signs, may be needed on the side road/driveway approaches or ramps.

## The Work Zone

The work zone is the distance between the first advance warning sign and the point beyond the work area where traffic is no longer affected.

- Advance warning area tells traffic what to expect ahead.
- Transition area moves traffic out of its normal path.
- The Activity area provides space for the work, traffic, and buffer space and/or protective vehicles between the two.
  - Buffer areas separate traffic from workers and provide a recovery area for errant vehicles. No equipment, vehicles or material shall be placed in this area.
  - Protective vehicle area provides a temporary barrier vehicle and roll-ahead distance for worker safety. If a vehicle is not being used, then the roll-ahead distance is not necessary. No equipment, vehicles or material shall be placed in the roll-ahead distance.
  - Work area is set aside for workers, equipment and material storage.
- Termination area lets traffic resume normal driving.

**FIGURE 1: COMPONENTS OF A WORK ZONE TRAFFIC CONTROL AREA**



## Taper Length Criteria for Work Zones

The five types of roadway tapers (or transitions) used in work zone traffic control are the following:

1. Merging Taper (L) - When a lane is closed and vehicles in that lane must merge with traffic in an adjacent lane.
2. Shifting Taper (L/2) - When there is a lateral shift in the path of the lanes, but there is no reduction in the number of travel lanes.
3. Shoulder Taper (L/3) - When the shoulder is closed to traffic.
4. One-lane, Two-way Taper - When one lane of a two lane, two-way roadway is closed to traffic and where alternate one-way operation in one lane is in effect.
5. Downstream Taper - When transitioning traffic back to the normal traveling conditions.

<b>TABLE 1 : TAPER LENGTHS AND NUMBER OF CONES CHART</b>					
<b>SPEED*</b>	<b>LANE TAPER : L (IN FT. ) /# SKIP LINES/# OF CONES</b>			<b>SHOULDER TAPER : L/3 (IN FT. ) /# SKIP LINES/# OF CONES</b>	
	<b>FOR LANE WIDTH</b>			<b>FOR SHOULDER WIDTH</b>	
	10 FT	11 FT	12 FT	Less than 8 FT. (MIN -MAX)	8 FT OR WIDER (MIN)
25	120/3/4	120/3/4	140/3/5	20/1/2 - 40/1/2	40/1/2
30	160/4/5	180/5/6	180/5/6	20/1/2 - 40/1/2	40/1/2
35	220/6/7	240/6/7	260/7/8	40/1/2- 60/2/3	80/2/3
40	280/7/8	300/8/9	320/8/9	40/1/2 - 60/2/3	80/2/3
45	460/12/12	500/13/13	540/14/14	60/2/3 - 100/3/4	120/3/4
50	500/13/14	560/14/15	600/15/16	80/2/3 - 100/3/4	140/4/5
55	560/14/15	620/16/17	660/17/18	80/2/3 - 120/3/4	160/4/5
65	660/17/18	720/18/19	780/20/21	100/3/4 - 140/4/5	180/5/6
<b>*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)</b>					

## Buffer Spaces

The buffer space is a crucial safety feature of a work zone. It serves to separate traffic flow from the work area or potentially hazardous area and provides recovery space for an errant vehicle. In the past, buffer spaces (both longitudinal and lateral) were an optional feature in NYS work zone traffic control. However, **in NYS a longitudinal buffer space is no longer optional in most cases.** A few exceptions have been made depending on the type of work operation and the use of protective vehicles. If there is any question as to whether a buffer space is required for a specific operation, please contact listed in NYSDOT's website.

**Neither work activity nor the storage of equipment, vehicles, or material shall occur in this area.**

A lateral buffer space may also be used to separate passing traffic from the work area. Its use and width are based on conditions at the work site.

TABLE 2 : LENGTH OF LONGITUDINAL BUFFER SPACE	
SPEED*	BUFFER SPACE IN FT
25	155 (~4 Skip Lines)
30	200 (~5 Skip Lines)
35	250 (~6 Skip Lines)
40	305 (~8 Skip Lines)
45	360 (~9 Skip Lines)
50	425 (~11 Skip Lines)
55	495 (~13 Skip Lines)
65	645(~16 Skip Lines)
*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	

## Protective Vehicle Area and Roll-Ahead Distances

Proper placement of protective (shadow/barrier) vehicles is essential during all types of operations. The vehicle must be placed close enough to the operation to prevent motorists from intruding into the workspace, but not so close as to have the protective vehicle pushed ahead into the workspace if hit from behind. This distance is known as the roll-ahead distance. The weight of the protective vehicle, the speed of traffic, the speed of the work operation, and the vehicle make-up of the traffic stream (all passenger vehicles or many tractor trailers) will determine the roll-ahead distance to be used. Adding ballast to increase the weight of the protective vehicle will decrease the roll-ahead distance and should be considered on facilities with a population of commercial motor vehicles. The roll-ahead distances shown on our typical applications use a 24,000 lb. protective vehicle and a 15,000 lb. impacting vehicle

**There shall be no equipment, vehicles, or workers within the roll-ahead area.**

## Protective Vehicles in a Work Zone

**Barrier Vehicle:** A barrier vehicle is for stationary work operations to protect workers on foot in the roadway from errant vehicles. A large dump truck, a large rack truck or other vehicle having a gross weight of at least 24,000 pounds shall be used as Barrier Vehicle

**Shadow Vehicle:** A shadow vehicle is for mobile operations only. The shadow vehicle shall be equipped and meet the same size and weight requirements as a barrier vehicle. The driver shall remain in the vehicle and adjust the vehicle's spacing as work progresses. 2-way radios should be used to communicate between the Protective Vehicles when available.

**Advance Warning Vehicle:** This vehicle is stationed a considerable distance in advance of a moving or stationary maintenance operation. Its purpose is to display sign messages which will advise motorists of what to expect ahead in Incident Management, Mobile and Short Duration operations. Signs shall not obstruct visibility of any lights (taillights or warning lights) or sideview mirrors on the Advance Warning Vehicle.

Advanced Warning Vehicles may be occupied or un-occupied.

If occupied, communication must be established with the work vehicle to ensure adequate spacing is maintained as the work progresses. The operator shall remain in the vehicle with the safety belt and headrest properly adjusted. The vehicle must be positioned parallel to traffic and have the wheels aligned with the lane striping, and to maintain lane discipline and to stay in lane if struck.

If unoccupied, the vehicle must be positioned parallel to traffic and have the wheels aligned with the lane striping. It must be placed in Neutral with the parking brake set (Park / 2nd gear for engine off conditions).

If the vehicle encroaches into the travel lane on any type of road or stays entirely on shoulder on any high-speed road 45 MPH or higher, it then becomes a Barrier/Shadow Vehicle and shall be equipped accordingly.

**Truck / Trailer Mounted Impact Attenuator (TMIA):** Impact attenuator, also known as a crash cushion, or crash attenuator, is a device intended to reduce the damage to structures, vehicles, and motorists resulting from an errant motor vehicle collision. Impact attenuators are designed to absorb the colliding vehicle's kinetic energy. TMIA can be mounted on Truck or Trailer.

- If a TMIA is used, it shall be attached to a large dump truck, a large rack truck or other vehicle having a gross weight of at least 24,000 pounds.
- TMIA's meeting NCHRP 350 Test Level 3 are acceptable until they can be replaced by units meeting MASH Test Level 3, pursuant to AASHTO / FHWA Joint Implementation Agreement for Manual for Assessing Safety Hardware (MASH) dated January 7, 2016.
- Where the posted speed limit is 45 mph or less, the TMIA may be a Test Level 2 attenuator. Where the posted speed limit is more than 45 mph, a Test Level 3 attenuator must be used.
- Barrier vehicles may be loaded with sand, gravel or fine aggregate to enhance the vehicle's gross weight.
- All items mounted on or in the cab of the support vehicle shall be adequately secured as not to become a projectile in the event of an impact.

Barrier Vehicle and TMIA are required if speeds are 45 mph or greater. Barrier Vehicle is required and TMIA is recommended if speeds are less than 45 mph.

For short duration / mobile applications:

- The Shadow Vehicle (and Advance Warning Vehicle(s) where appropriate) shall maintain the appropriate Roll-Ahead Distance, positioned parallel to traffic, parking brake set when possible, have the wheels aligned with the lane striping and lane to maintain lane discipline and to try to stay in lane if struck. Operators of

Shadow Vehicles and Advance Warning Vehicles shall remain in the cab, with the lap/ shoulder belt and headrest properly adjusted.

For stationary applications for more than an hour:

- The Barrier Vehicle (and Advance Warning Vehicle(s) where appropriate) shall maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park / Neutral), have the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

**Work Vehicle:** All work vehicles within the work zone must be equipped with an approved flashing warning beacon meeting or exceeding the values of SAE Class 2 Warning Lights. NYSDOT vehicles adhere to the NYSDOT Vehicle Lighting Standard meet this requirement. Consider site distances and proximity to workers when positioning work vehicle.

## Computed Roll-Ahead Distances for Protective Vehicles

<b>TABLE 3.1 : ROLL AHEAD DISTANCE FT FOR BARRIER VEHICLE</b>		
<b>SPEED*</b>	<b>MIN</b>	<b>MAX</b>
25	50	100
30		
35		
40		
45	75	150
50		
55	100	200
65		
<b>*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)</b>		

<b>TABLE 3.2 : ROLL AHEAD DISTANCE IN FT FOR SHADOW VEHICLE (Shadow Vehicle at 15 m.p.h.)</b>		
<b>SPEED*</b>	<b>MIN</b>	<b>MAX</b>
25	100	200
30		
35		
40		
45	150	250
50		
55	180	200
65		
<b>*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)</b>		

## Work Area Duration

Work duration is a major factor in determining the number and types of devices used in work zone traffic control areas. As a rule, the longer the operation will last, the more traffic control devices are needed.

**TABLE 4: WORK DURATION**

TERMINOLOGY	DEFINITIONS	EXAMPLE	NOTE
Incident Management Situations	Immediate response to an unforeseen situation	Debris on the highway Traffic accident Initial response to flooding and unforeseen road and bridge repairs	The immediate response to an unforeseen situation must be handled safely and make use of available devices and equipment available at that moment. Given the opportunity, however, longer-term (longer than 1 hour) incidents should be treated in a matter similar to a work zone of other temporary traffic control work sites and proper traffic control should be established as soon as possible. Response to an unforeseen situation is inherently more dangerous than a planned situation. Carefully consider the personal safety risks against the public safety needs when selecting a response to the incident. If the risks outweigh the public safety benefit, wait for assistance from police and other NYSDOT personnel and equipment.
Mobile Work	Work that moves intermittently or continuously.	Placing cones and/or signs for stationary work zones Herbicide spraying Sweeping operations Paint striping operations Removing animal carcass	Mobile work zones provide the lowest level of traffic control and safety and should only be used where the work at any specific location will be completed <b>within 15 MINUTES</b> .
Short Duration	Work that occupies a location for up to 1 hour.	Pot hole Repair Placing traffic counters Re-lamping traffic signals/ streetlights Minor guiderail repair Sign Repair	Due to the short work time, traffic control typical applications have been adjusted to reduce the risks and hazards of traffic exposure to workers. Careful consideration of traffic and roadway conditions must be given to each work zone prior to selecting the most appropriate traffic control set-up
Short-Term Stationary	Daytime work that occupies a location for more than 1 hour within a single daylight period.	Guiderail Repair Bridge Inspection/Repair Ditch Maintenance Concrete Roadway Repair	Short term stationary work areas are typically occupied by materials, equipment and workers, but the work area is cleared at the end of the workday and normal traffic flow restored. Traffic control typically includes signs on portable supports, cones or drums forming a taper and separating the workspace from traffic and flashing arrow boards or PVMS as needed. Buffer space or Barrier vehicles are required, and impact attenuators are required on the barrier vehicles if prevailing speeds are 45 mph or greater. Traffic control is removed at the end of the workday

Intermediate-Term Stationary	Intermediate-Term Stationary: Work that occupies a location more than one daylight period up to 3 consecutive days, or night time work lasting more than 1 hour.	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present. Temporary traffic control requirements for these type operations are found in the 619 series of NYSDOT Standard Sheets.
Long-Term Stationary	Work that occupies a location for more than 3 consecutive days	Typically, the work area is occupied by excavations, materials, and/or equipment at times when workers are not present	Temporary traffic control requirements for these type operations are found in Section 619 of the NYSDOT Standard Sheets.

## Road Type

**Urban:** (Meets more than 1 of the following criteria) sidewalks, bicycle usage, curbing, closed drainage systems, driveway densities greater than 24 driveways per mile, minor commercial driveway densities of 10 driveways per mile or greater, major commercial driveways, numerous right of way constraints, high density of cross streets, 85th percentile speeds of 45 mph or less.

**Rural:** Any area not exhibiting more than one of the above characteristics.

**Expressway/ Parkway:** Divided highways for traffic with full or partial control of access and generally with grade separations at major crossroads.

**Freeways/Interstate:** Local or inter regional high-speed, divided, high-volume facilities with full or partial control of access.

## Advance Warning Signs

All work zone signing (ground or truck mounted) shall conform to the NMUTCD and NYS Supplement. Special conditions or emergencies may require additional signing. Refer to the MUTCD and the NYS Supplement for guidance on the proper location, message, spacing, sequence, mounting height and size of signs used for traffic control.

**Materials:** Rigid and flexible “roll-up” signs may be used for mobile, short duration and short-term stationary work. Rigid signs must be mounted at least 5 feet above grade (7 feet where there are pedestrians or parked cars) for visibility and to avoid windshield penetration if they are impacted. Flexible signs must be mounted at least one foot above grade. Mesh signs shall not be used. Use retro reflectorized rigid signs for night work because they present a flat, uniform reflective surface.

Sign stands/posts meeting NCHRP 350 crash testing are acceptable until they can be feasibly replaced by units meeting MASH crash testing standard. Ex: breakaway posts and hinges. TMIA's

**Installation:** All signs should face at approximately right angles to on-coming traffic and be as close to vertical as possible to avoid reflecting sun glare into the driver's eye.

In mobile and short duration work zones, signs may be mounted on vehicles. Orange flags shall be mounted on warning signs to enhance their visibility according to the appropriate Typical Application.

**Credibility:** Signs shall be maintained, clean and with the legend fully intact. They shall remain in place only when needed. Signs which do not reflect actual conditions promote driver disobedience of all signs and therefore should be covered, removed or turned away so they are not visible to traffic in any travel lane. Sign covers must be opaque and cover the sign face completely. Partially visible signs may divert attention away from traffic and other devices.

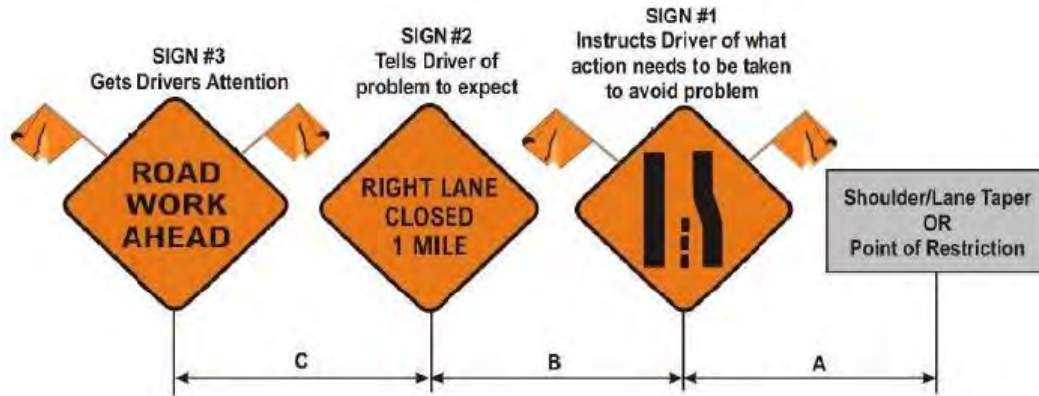
If unneeded signs are to be stored at roadside, try to store them out of the clear zone or as far from traffic as practical. If stored close to traffic, lay the signs flat and fold up the legs of the sign supports.

Where operations are performed in stages, only use those devices that apply to the conditions present during the stage in progress. Signs set up over a long distance should be periodically checked.

## Guidance for Proper Signing

- Install work zone advance-warning signs pursuant to Typical Applications whenever the work results in a changed condition which may require a higher level of driver caution. For work which obstructs traffic, a 3-sign series is typical. The first sign is a general warning sign to get the motorist's attention. The second sign warns of the specific condition and the third sign advises the driver of any action to be taken.
- Location of advance warning signs should consider exiting and entering traffic. Advance posting distances indicated in the MUTCD and WZTCM are starting points and should be adjusted as appropriate for site specific conditions. Avoid starting a warning sign series upstream from a major exit or intersection, except when it is desirable to divert traffic off the route at that point or where the intersection is within 1000 feet of the work site.
- Warning signs must be located to provide adequate visibility distance to drivers; not blocked by foliage, roadway features, or other signs and traffic control devices; and not located where glare from light sources behind the sign may reduce visibility. Actual distance from a warning sign to the condition should be close to the stated distance on the sign, but accuracy should not be at the expense of sign visibility.
- Signs must be adequately spaced to provide time for the driver to read each one. Sign spacing varies with the type of highway and the prevailing speeds and is specified in the MUTCD and WZTCM. See Advance Warning Sign Spacing Table on the next page for details.
- In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways

**FIGURE 2: ADVANCE WARNING SIGNS**  
(Typical Three Countdown Sign Sequence)

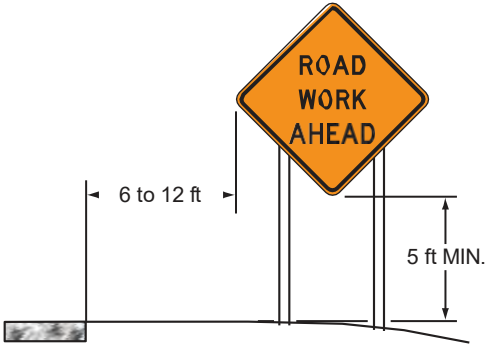


**TABLE 5 : ADVANCE WARNING SIGN SPACING**

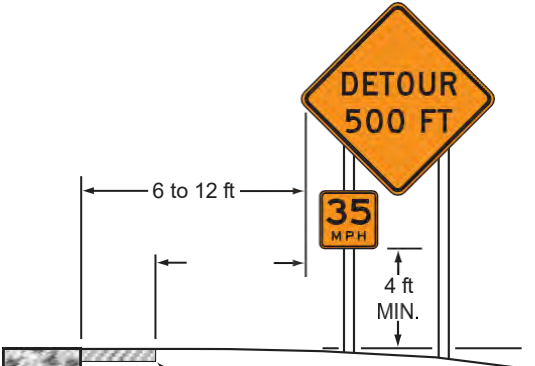
Roadway	SPEED*	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
		FOR LANE WIDTH			XX	YY
		A (FT.)	B(FT.)	C(FT.)		
URBAN LOW (≤30 MPH)	30	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)	35 40	200	200	200		
URBAN HIGH (≥45MPH)	45	350	350	350	1000 FT.	AHEAD
RURAL		500	500	500	1500 FT.	1000 FT.
Expressway /Freeway		1000	1500	2460	1 MILE	1/2 MILE

\*PRECONSTRUCTION POSTED SPEED LIMIT (MPH)

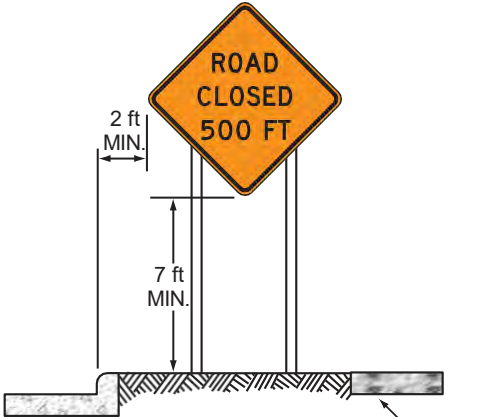
**FIG -3: HEIGHT AND LATERAL LOCATION OF SIGNS – TYPICAL APPLICATIONS**



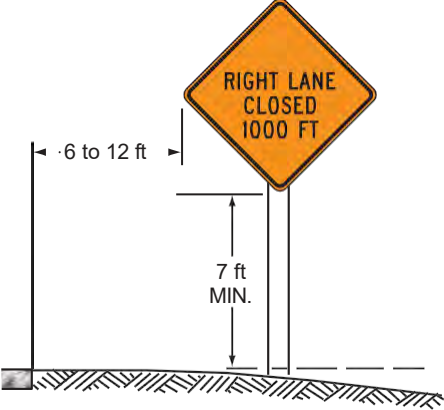
**RURAL AREA**



**RURAL AREA WITH  
ADVISORY SPEED PLAQUE**



**URBAN AREA** Walkway



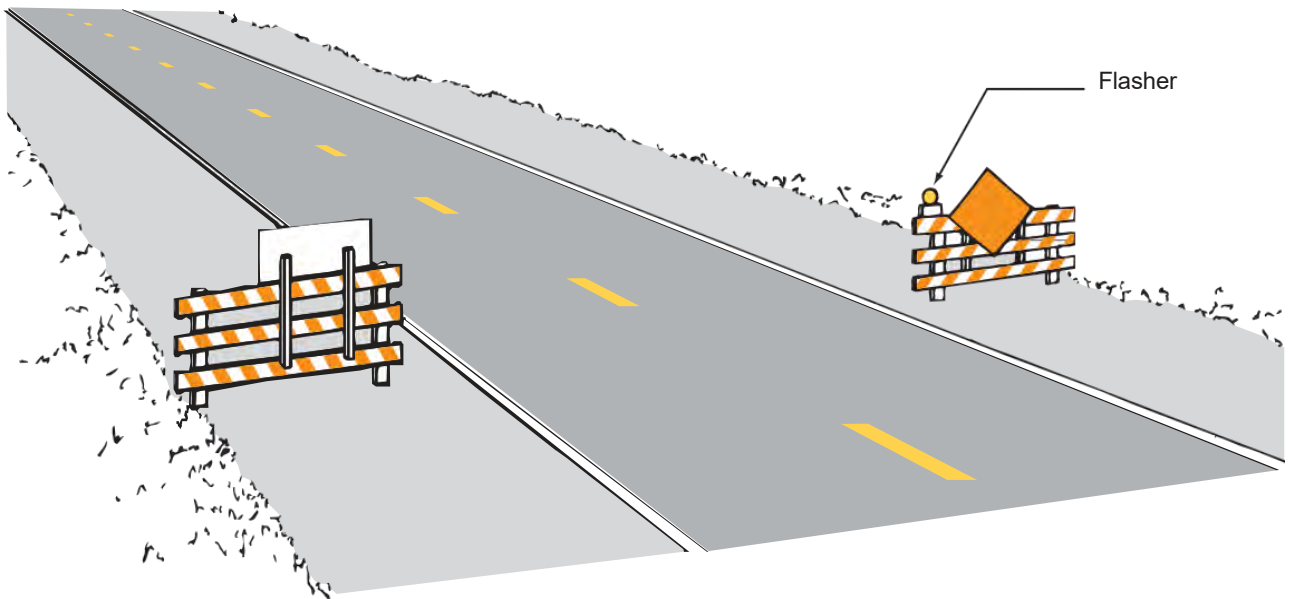
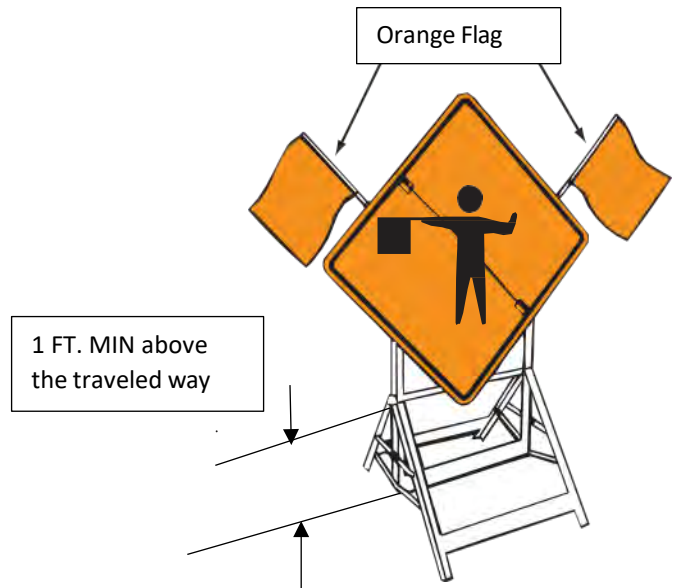
**URBAN AREA**

Source: Sect. 6F.03 MUTCD Edition 2009

**FIG-4 : METHODS OF MOUNTING SIGNS OTHER THAN ON ON POSTS**



NYS DOT'S PROTECTIVE VEHICLE WITH TMIA



**BARRICADES**

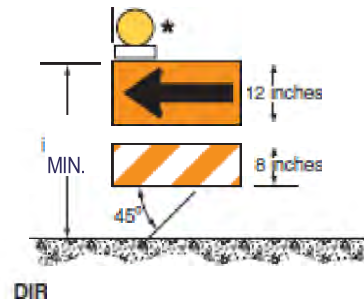
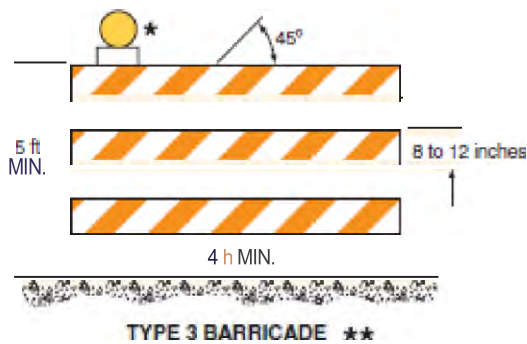
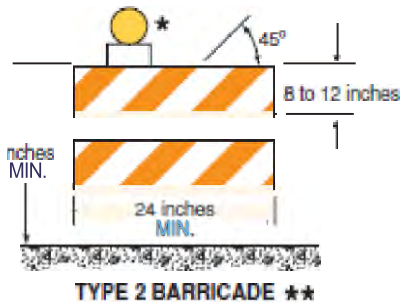
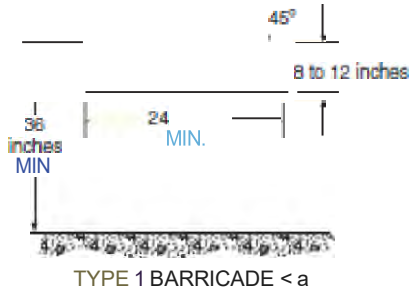
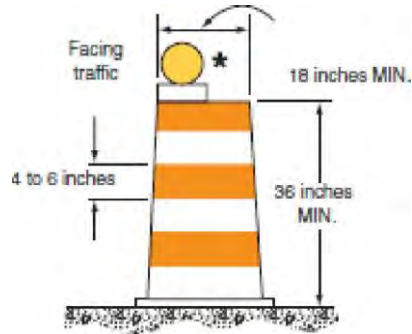
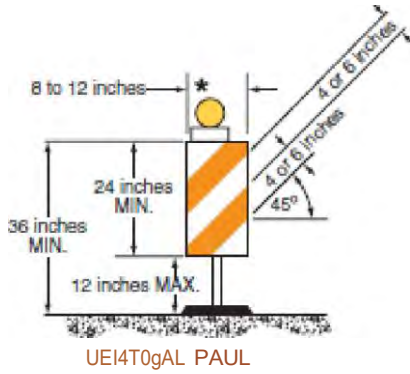
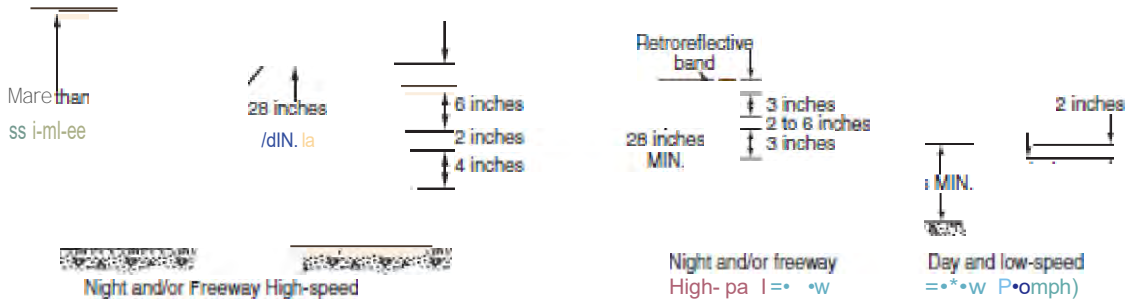
## Channelizing Devices

Channelizing devices are used to warn and alert drivers of conditions in work zones, to protect workers, and to guide and direct drivers and pedestrians safely. Channelizing devices include cones, tubular markers, vertical panels, drums, barricades, and barriers.

Cones are used most commonly for Short Duration/Short Term maintenance & Utility work. Cones used at night shall be retro reflectorized. Drums are most commonly used where they will remain in place for a prolonged work period Ex: Long Term Stationary Operations (> 3 Days). Ballast shall not be placed on top of channelizing devices.

Cone Spacing in the Work Area (straight away) shall be a maximum of 40 feet (1 Skip Line)

**FIG 5: CHANNELIZING DEVICES DIAGRAMS**



"W 'ring IQ  
"RaZate-s uplifts sha0 ITB 6 irxfve, ex<epl that 4-Each wida xbi}ma nay fa uoad if raz kBrq0-ie  
are less than 38 inc-hes. The sages of bamcades faéng trafli°c sha0 have relsa-reflexive rail

## Flashing Arrow Panels

Arrow panels are traffic control devices used for additional advance warning and where a lane is closed, and traffic must merge with traffic in an adjacent lane. They are generally used for lane closure, and slow-moving maintenance activities. Arrow Panels are used in conjunction with advance warning signs. Required advance-warning signs shall not be omitted based on the presence of an Arrow Panel(s)

- **The arrow display should NEVER be used on two-lane, two-way roads.** Arrow displays should only be used where traffic can be moved to another lane without danger of meeting on-coming traffic...multi-lane, single direction roadways.
- The four-corner flash mode may be used to provide additional advance warning where an arrow display is not appropriate.

### **THE FLASHING BAR DISPLAY IS NOT PERMITTED.**

- Locate arrow panels to maximize the distance between the arrow panel and the point where drivers first must see and understand the arrow. Provide at least ½ mile legibility (more if possible) for highways with speed limits of 45 mph or greater. Trailer mounted arrow panels should be 4 feet high by 8 feet wide, mounted at a height of 7 feet. Provide at least 1500-foot legibility if used where speed limits are below 45 mph.

For stationary lane closures, place the arrow panel on the shoulder inside the taper near the beginning of the taper. Avoid placing it near ramps, median crossovers, and intersections where it may confuse drivers. Use only one arrow panel for each stationary lane closure. Too many arrow panels can encourage drivers to change lanes unnecessarily.

For mobile maintenance activities where a lane is closed, an arrow panel must be placed in the closed lane at the rear of the activity. If possible, use two arrow panels for mobile/moving work zones; one on the first shadow vehicle in the closed lane, and the second on a shadow vehicle, pick-up truck or trailer on the shoulder upstream of the first one. The arrow panel should be placed on a vehicle separate from a work vehicle and positioned between the last work vehicle and approaching traffic.

In areas with restricted sight distance, it may be necessary for the arrow panel vehicle to lag behind or stop and wait behind the activity to maintain optimal visibility to approaching traffic. As sight distance improves behind the activity, the arrow panel vehicle should close the gap. However, the distance between the arrow panel vehicle and the work activity should be kept short enough to discourage drivers from re-entering the lane.

**FIG -6: ADVANCE WARNING ARROW DISPLAY SPECIFICATIONS**

**OPERATING MODE**

**PANEL DISPLAY (TYPE C PANEL ILLUSTRATION)**

1. The following mode shall be provided  
**Flashing Arrow**

(Right Arrow Shows; Left is Similar)



**Move/Merge Right**

2. The following mode shall be provided:  
**Flashing Caution**



**Caution**

<b>TABLE 6 : ADVANCE WARNING ARROW DISPLAY</b>			
<b>PANEL TYPE</b>	<b>MINIMUM SIZE IN INCH</b>	<b>MINIMUM LEGIBILITY DISTANCE IN MILE</b>	<b>MINIMUM NUMBER OF ELEMENTS</b>
<b>A</b>	48x24	0.5 (1/2)	12
<b>B</b>	60x30	0.75 ( 3/4)	13
<b>C</b>	96x48	1.0 (1)	15
<b>D</b>	None*	0.5 (1/2)	12
* LENGTH OF ARROW EQUALS 48 INCH, WIDTH OF ARROWHEAD EQUALS 24 INCH			

Source: Sect. 6F.61 MUTCD Edition 2009

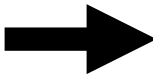

**TRUCK-MOUNTED AND TRAIERED PORTABLE VARIABLE MESSAGE SIGNS (PVMS)**

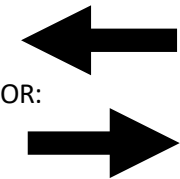
PVMS can be used for incident management/first response and for planned events that require temporary directional and detour signage. PVMS shall not be used on advanced warning vehicles or in lieu of signs and arrow boards that comprise required work zone traffic control advanced warning signage. For guidance on using trailered PVMS to supplement work zone traffic control, refer to the Regional Traffic Engineer and Office of Traffic Safety and Mobility’s “Variable Message Sign Guidance”.

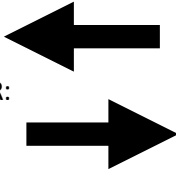

For incident management, or an unexpected work location, a truck-mounted PVMS can provide the traveling public with temporary guidance that an immediate action should be taken. In this instance, the truck-mounted PVMS should be mounted/used on a “first response” vehicle (Maintenance Supervisor pick-up truck) that is not protected by a work zone, and should be considered until an appropriate work zone traffic control plan can be established.

For planned events, a trailered PVMS can provide advance notice of special events that will adversely affect travel, and are typically trailered to a specific location to be left in place for a longer duration. For guidance on using trailered PVMS for planned events, refer to the Regional Traffic Engineer and Office of Traffic Safety and Mobility’s “Variable Message Sign Guidance”.

The table below illustrates approved messages for incident management. **No other messages or displays are permitted without prior approval from the Regional Traffic Engineer. For unusual situations, contact the Regional Traffic Engineer for guidance prior to programming messaging.**

	EACH PHASE OF MESSAGE SHALL DISPLAY A MINIMUM OF 2 SECONDS AND A MAXIMUM OF 4 SECONDS		
Condition / Event Scenario	Phase 1 Message	Phase 2 Message	Comments
When completely on the shoulder	SLOW DOWN	MOVE OVER	1. Use on Multi-lane (one direction) roads ONLY 2. Message may be used if there is no other guidance to give to the traveling public and all vehicles and people are in the shoulder or off the roadway.
Lane Closure or Encroachment into the lane	LEFT LANE BLOCKED		1. Use the word “BLOCKED” before emergency responders arrive and officially close the lane. 2. Use on multi-lane roadways ONLY. 3. Arrow shall be solid and static. No sequential or flashing modes are permitted.
	RIGHT LANE CLOSED		
Road / Bridge Closure	ROAD / BRIDGE CLOSED	USE ALTERNATE ROUTE	Distance should be measured in 1/2- or 1-mile increments.

	EACH PHASE OF MESSAGE SHALL DISPLAY A MINIMUM OF 2 SECONDS AND A MAXIMUM OF 4 SECONDS		
Condition / Event Scenario	Phase 1 Message	Phase 2 Message	Comments
	X MILE		
	ROAD / BRIDGE CLOSED X FEET   X MILE	REDUCE SPEED	Less than half a mile should be referenced in feet (e.g. – “1500 FEET”)
	ROAD / BRIDGE CLOSED AHEAD	BE PREPARED TO STOP	
“Crash” Advance Warning	CRASH X MILE AHEAD	RIGHT / LEFT LANE / SHOULDER CLOSED	1. Where X is 1/2 or 1 2. The message can be modified to align with the specifics of the incident – right lane, left lane, or shoulder.
	CRASH AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck should reposition.
Flooding	FLOODING IN LANE		1. Use on Multi-lane (one direction) roads ONLY 2. Arrow shall be solid and static. No sequential or flashing modes are permitted
	FLOODING ½   1 MILE	USE ALTERNATE ROUTE	The “ALTERNATE ROUTE” message should only be used if there is an exit downstream of the vehicle.
	FLOODING AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck should reposition.
Emergency Roadwork	EMERGENCY ROADWORK X MILE	REDUCE SPEED	Distance should be measured in 1/2 or 1 mile increments.
	EMERGENCY ROADWORK AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue. If traffic backs up so that it is upstream of the truck, the truck

	EACH PHASE OF MESSAGE SHALL DISPLAY A MINIMUM OF 2 SECONDS AND A MAXIMUM OF 4 SECONDS		
Condition / Event Scenario	Phase 1 Message	Phase 2 Message	Comments
			should reposition.
	EMERGENCY ROADWORK LT/RT LANE	OR: 	1. Use on Multi-lane (one direction) roads ONLY 2. Arrow shall be solid and static. No sequential or flashing modes are permitted
Storm damage / Response	STORM DEBRIS NEXT X MI	REDUCE SPEED	Distance should be measured in 1/2- or 1-mile increments.
	STORM DEBRIS AHEAD	BE PREPARED TO STOP	The truck should position itself within a mile of the queue.
Caution / Hazard	 *	* Flash rates shall not be less than 25 or more than 40 flashes per minute.	Used to provide advance warning of hazard condition until appropriately positioned to display advance warning sequences

# Traffic Controllers (Flagger)

## Flagger

A flagger may be necessary to alert traffic, or to stop traffic intermittently, as required by the progress of work in a work zone. The flagging operation provides protection for other workers and the public. A flagger should be alert, neat appearing and act responsibly.

The flagger's only job is work zone protection and traffic control. The flagger must never assist the crew with work activities, or engage in any distraction, maintain situational awareness and must remain on duty until properly relieved. STOP / SLOW paddles are the flaggers primary signaling device. Flags may be used at intersections or where the back-side message is inappropriate for opposing traffic and where conditions such as high wind make the use of a paddle impractical.

Flaggers should be used in the following situations:

- One lane is alternately used for both directions of traffic.
- The roadway is closed for a brief period.
- Traffic speeds need to be substantially reduced.
- Inadequate sight distance hinders advance warning.
- Information, such as changing conditions, needs to be conveyed to motorists.
- Opposing traffic needs to be controlled at an intersection
- Installing and removing other traffic control devices.
- Where conditions require unusual precautions.

## General

No employee is to be utilized as a flagger until the employee has shown conclusively to their Supervisor that they realize fully the importance of the job, and understands the duties and responsibilities associated with it. Flaggers shall receive training as defined in NYSDOT Standard Specifications § 619-3L1. NYSDOT provides training for its employees that meets this requirement.

Flaggers must:

- Always face oncoming traffic and maintain situational awareness at all times.
- Never leave their position until relieved.
- Know where crew members and equipment are, be aware of changes, and never stand among workers and equipment.
- Be courteous, yet professional, especially in stressful conditions.
- Minimize conversations with motorist and pedestrians.
- Be positioned to compensate for limited sight distance, to provide maximum advance warning, and always remain clearly visible to traffic.
- Maintain continuous communication with any other flaggers.
- Try to maintain color contrast with background; consider sun glare on motorist.
- Establish eye contact with drivers to whom they must give direction.
- Use retroreflective signaling devices during night.
- Identify an escape path in the event of an errant vehicle
- Have a method to alert the crew in the event of an errant vehicle

A flagger's activities bring them into continuous contact with the public. As they are the ones the public sees in most cases, it is important that the flaggers conduct themselves in a manner which will bring credit both to themselves and the Department. Courtesy and professionalism shall always be exercised. Even under trying conditions, a flagger should be courteous, though firm.

**The flagger's supervisor shall determine when flaggers are to be used, how many are needed, where they are to be stationed for a specific operation, and the methods of communication between multiple flaggers. Supervisors shall ensure flaggers have the appropriate tools for the conditions available on site. Supervisors shall immediately address any act that is unsafe and / or contrary applicable practices / policies and take immediate steps to correct it. Supervisors have the authority to temporarily suspend operations until the unsafe situation can be corrected.**

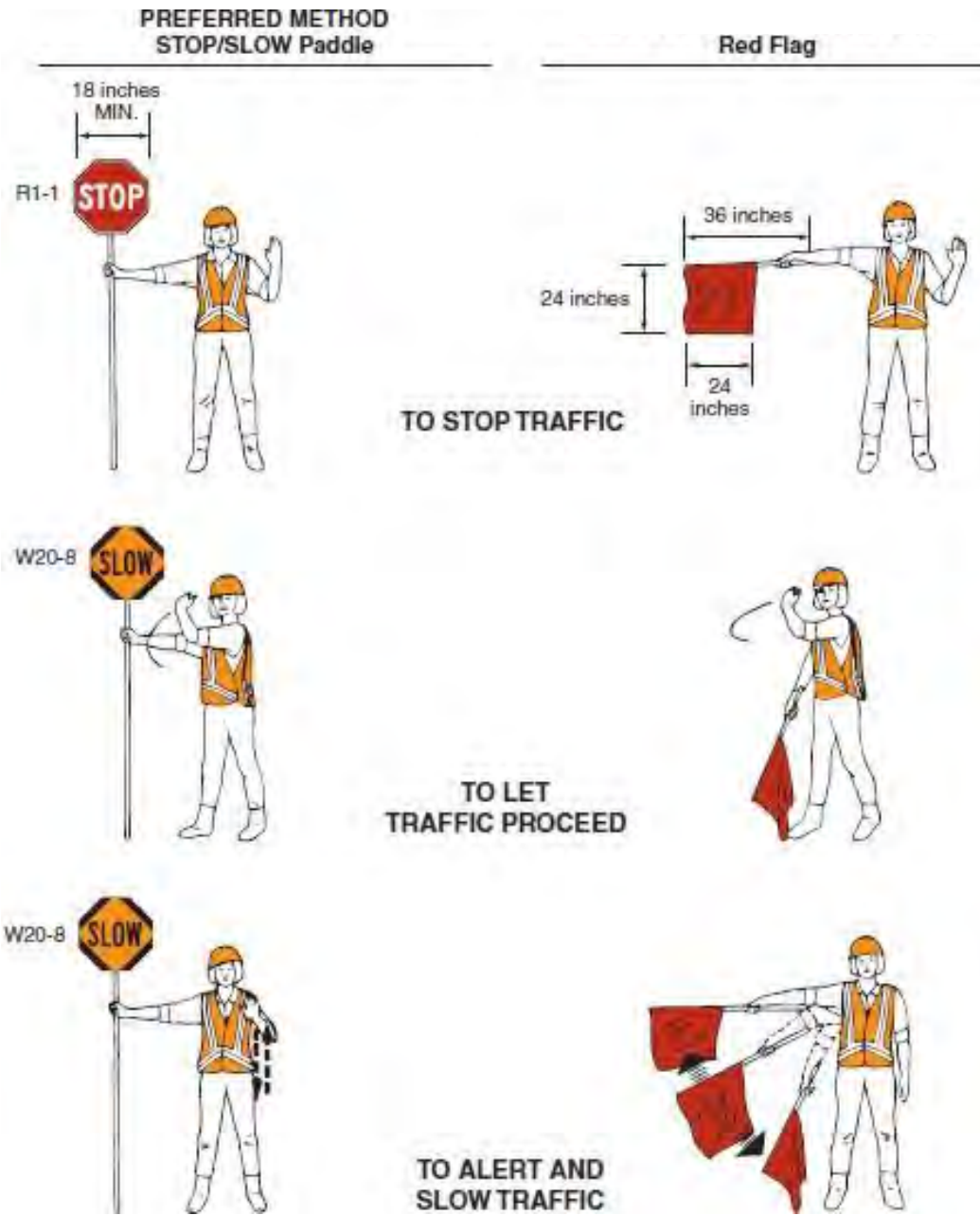
Traffic controllers must use the following equipment and personal protective gear:

- Hard hat
- High Visibility Apparel (Vest, T-Shirt or 3 Season Jacket): Must meet approved ANSI/ISEA 107-2004, Performance Class II standards. (Class III for night)
- 24-inch stop/slow paddle, Red flag (24in by 24in). The paddle is the preferred device, but the flag may be used at intersections where the stop/slow paddle would offer contradicting information to drivers traveling in opposite directions/legs of the intersection or during incident management situations. These items must be retroreflective for use at night.
- A red wand flashlight, if working at night, and portable lighting on the flagger station is unavailable.

### **Traffic Observers (Spotters)**

A spotter is a person with the same qualifications of the flagger. A spotter may be required to warn workers of errant vehicles, danger from traffic, or to assist drivers of work vehicles in entering or leaving work sites or in performing U-turns.

**FIG 7; USE OF HAND SIGNALING DEVICE BY FLAGGERS**



Source: Sect. 6E.07 MUTCD Edition 2009

## Rolling Roadblock Use Guidelines

A rolling road block (also known as a “Slow Roll” or a “Rolling Slowdown”) is a means of slowing and controlling traffic to clear a section of roadway and allow a work operation which requires short duration access to an entire roadway (typically a freeway or other controlled access highway).

A rolling roadblock typically involves:

- A shadow vehicle in each lane
- A shoulder of 8 foot or greater width, possibly assisted by police
- Slowing and pacing upstream traffic at the reduced speed to create a downstream gap in traffic of sufficient duration to accomplish the work in the roadway.

Typically used when:

- Cable, overhead sign structure, bridge beam, traffic counter tubes, pavement monitoring devices; etc.) is being strung/placed across the highway or to change a traffic pattern in a temporary traffic control zone.
- A simpler variation has also been used for post-storm clean-up on elevated segments of freeways with close echelon plowing to pull built-up snow from median barriers to the right side of roadway.

### **Prior to implementing a Rolling Roadblock:**

- The Regional Traffic Engineer should be contacted before selecting a rolling roadblock for traffic control in case there may be other preferable traffic management alternatives such as detours and/or other planned events which could further impact traffic operations.
- The Regional Traffic Command Center (TMC) and the appropriate State Police troop and local police agencies must be notified at least 24 hours prior to the closure.
- The region should also consider requiring advance deployment of Portable Variable Message Signs (PVMS) warning of the event several days prior to the event to allow motorists to plan adjustments to their route or time of travel.

### **Planning the Rolling Roadblock**

When determining where/when to start the rolling roadblock, consider the following:

- Duration of work
- Clearance time for last uncontrolled vehicle to pass by work area
- Projected travel time of rolling roadblock - 15 mph= 1 mile in 4 minutes
- Number and location of entrance ramps requiring closures
- Start in a tangent section with adequate sight distance
- Periods of lightest traffic to minimize impacts
- Communication and preparation meeting

Work duration should be kept to a minimum, no more than 15 minutes.

The permittee/contractor should be required to demonstrate that they will deploy the resources necessary to complete the work within the specified time period.

The selection of the speed of the roadblock should consider the work duration and the location of upstream on-ramps which need to be closed but should generally be 15 mph or greater. 15-minute

duration would require closure of at least 5 miles of mainline roadway at a 20-mph pace and 3.75 miles at a 15-mph pace plus buffer space, set-up and deceleration distance.

Any on-ramps within the required distance must be closed and traffic either detoured or adequate storage for queued traffic provided on the ramp.

The work requiring the rolling roadblock shall be scheduled during periods of light traffic in order to minimize impacts, typically early Saturday or Sunday mornings (between 6:00 and 8:00 AM) in daylight conditions.

The work shall also be scheduled to avoid inclement weather, adverse environmental or roadway conditions which could ultimately affect visibility, vehicle handling, or the time needed to accomplish the work within the highway.

A preconstruction/preparation meeting with all parties involved is required prior implementing the rolling roadblock. All logistics including communication issues and scheduling issues shall be resolved during this meeting. Also, contingency plans for concerns which could stop the roadblock or delay the operation shall be made. Cell phones or walkie-talkies, if radios are not workable, shall be used to communicate during the rolling roadblock implementation.

For **permit** work, the permittee or its contractor should provide or ensure a common communication system to all parties.

On **contract** work, the contractor should provide a common communication system to all parties. The common communication system shall include, workers, clearance vehicle, all rolling roadblock drivers, traffic controllers at on-ramps and, if participating, police. Work should not begin until the Department's representative on-site is confident that the work can be completed within the specified time and the communication system is adequate to accommodate all reasonably foreseeable scenarios.

Police participation is optional and at the discretion of the Regional Office and the State Police troop or other local police agency. In general, police participation should be unnecessary unless there are site specific enforcement concerns.

### **Police Cars - If Deployed**

- A police car should never be used to close an open lane of traffic.
- A police car may be positioned in front (downstream) of a TMA equipped shadow vehicle and/or on a closed on-ramp. Flashing lights should be placed immediately downstream of the shadow vehicles forming the rolling roadblock to discourage drivers from passing the roadblock.
- Position the police car where it is visible to traffic through the lateral gap between the shadow vehicles to enhance the visibility of the police car. However, gaps between the shadow vehicles should not be wide enough to encourage vehicles to pass between them.
- A police car may also be positioned, with lights flashing, on an on-ramp which will be closed to discourage ramp traffic from passing the flagger. If there are multiple on-ramps within the roadblock limits, deploying the police car at the downstream ramp may better enable it to stop a vehicle which has breached the gap between the work area and the roadblock.

The drawings show the closure of a two-lane roadway; however, three and four lane roadways can be closed by either adding additional shadow vehicles or by closing lanes using a typical lane closure set-up, which will reduce the number of shadow vehicles needed. At some sites, it may be

preferable to use typical lane closures to reduce the traffic flow to one lane before deploying the rolling roadblock.

### **Advance Warning**

- All traffic control devices used to warn or to guide traffic shall comply with the National Manual on Uniform Traffic Control Devices (MUTCD).
- Advance warning signs or portable VMS (SLOW TRAFFIC AHEAD/BE PREPARED TO STOP) should be on the right side of the roadway one mile upstream of initial position of roadblock vehicles. Permanent VMS controlled by the TMC can also be used, if appropriate.
- An additional portable VMS either on a trailer hitched to a truck or mounted on the truck should be located on the right shoulder 1500 feet upstream of the initial roadblock location and should move as necessary to remain approximately 1500 feet upstream of the queue.
- A police car (if available) on the shoulder near the upstream end of the queue can enhance queue warning.
- Advance warning signs or VMS on both sides of the road is desirable. If there is not enough room on the shoulder, a lane closure to accommodate the VMS may be appropriate, especially for three-lane, or wider, roadways. If a VMS is used on the left side of the roadway, it should be placed ½ mile upstream of the initial roadblock position and not directly across the roadway from the first VMS. Offsetting the VMS boards from each other will avoid confusion which can result from two VMS boards directly across the roadway from each other displaying different portions of their message at any given instant.
- All required VMS and advance warning signs shall be in place prior to implementing the rolling roadblock.
- Advance warning signs shall be placed on affected on-ramps and the crossroad to warn approaching vehicles of stopped traffic on the ramp or of a ramp closure. The signing will depend on site specific conditions including the expected length of queued traffic and the length of the ramp. If the queued traffic on the ramp will affect traffic operations on the crossroad, signing will be needed on the crossroad. A W20-7 flagger sign and a W3-4 BE PREPARED TO STOP sign would be the minimum advance warning needed on the ramp.

### **Implementation**

The rolling roadblock should be staged from the right shoulder if no on-ramp or rest area is available. The upstream shadow vehicle should close the shoulder (if shoulder is 8 ft. or wider) or the right lane (if the shoulder is less than eight feet wide). The second downstream shadow vehicle should then close the next lane to the left and so on.

**Step 1:** The rolling roadblock shall form near the designated starting point and any on-ramps shall be closed simultaneously or very shortly after, depending on how far downstream the on-ramp is (see Step 2).

**Step 2:** On-ramp traffic shall be stopped and held by a properly trained traffic controller (flagger).

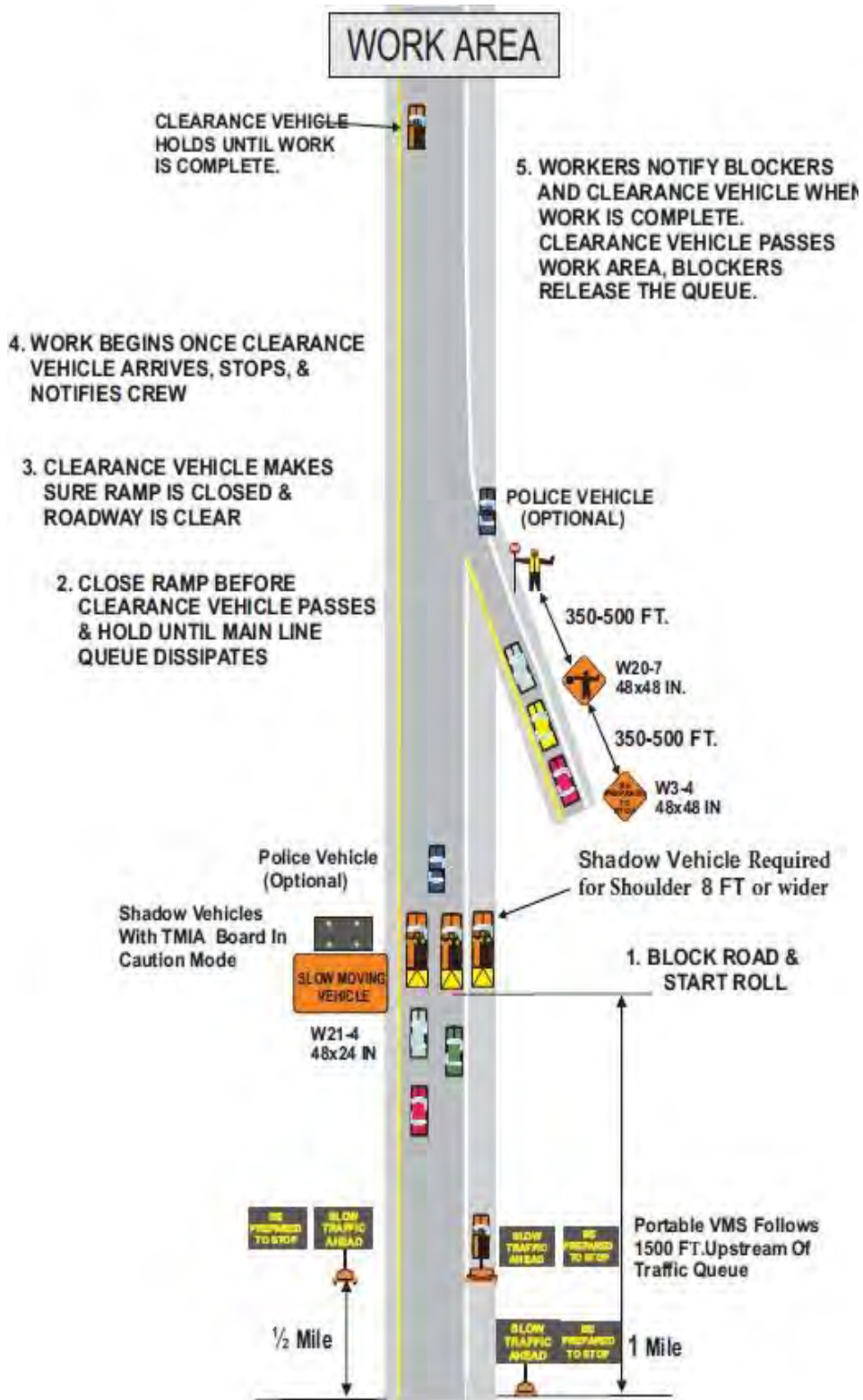
**Step 3:** A clearance vehicle initially positioned immediately downstream of the rolling road block shall follow the last vehicle traveling in advance of rolling road block to ensure that there are no moving or parked cars and no open on-ramps or other access points, and to notify the work crew that road is closed and free of traffic.

**Step 4:** Work in the roadway begins. The clearance vehicle should stop and hold its position immediately upstream of the work site until the work is done to provide a visual cue to the approaching roadblock whether the work is done, and the roadway cleared.

The roadblock shall proceed downstream at the pre-determined speed and be in constant communication with the work site. The speed of the roadblock can then be adjusted to accommodate the pace of the work. A truck either with a mounted VMS or towing a trailer mounted VMS positioned on the right shoulder should maintain an approximately 1500-foot following distance behind (upstream of) the end of the queue. As the roadblock passes an on-ramp, ramp traffic can be released when the mainline queue dissipates or moves downstream, and mainline traffic flow can safely accommodate the merge from the on-ramp. The procedure and timing of the release of vehicles held on the ramps should be determined at the preconstruction/preparation meeting.

**Step 5:** Once the need for closure has ended, the work crew shall notify the rolling roadblock and the clearance vehicle should pass the site. The blocking vehicles should gain speed and pull over to right side of roadway starting from the left lane. Police, if used, should continue with flow of traffic to ensure controlled acceleration of released vehicles. Inactivate or modify PVMS as appropriate.

**FIG 7: ROLLING ROAD CLOSURE DETAILS**

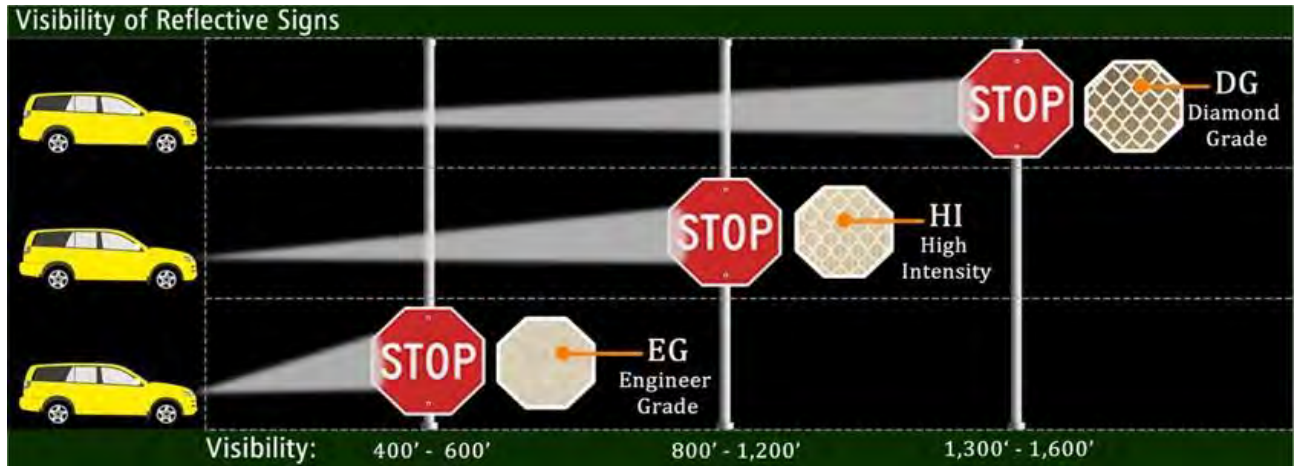


NOT TO SCALE

## Night Work

Extra care should be taken when scheduling work at night. Lighting of the work area and/or flagging stations is required. Appropriate devices include retro reflective signs, large channelizing devices, light dimming arrow panels and additional lights on work equipment. Consult the Regional Traffic Engineer for additional specific nighttime requirements.

### EXAMPLES OF NIGHTTIME ENHANCMENT



Retro Grade Chart



Retro Red Flag (Standard flag on left)



Flash Light



Stop / Paddle with LED flash

## Typical Applications Index

Below is a full list of Typical Application drawings. These drawings are attached to this document and can be found at <https://webapps.dot.ny.gov/work-zone-traffic-control>.

GENERAL OPERATION					
Typical Code	Title	Shoulder Condition	Road Type	Issue Date	Note
TAG-C1	Mowing with Work Beyond the Shoulder		Conventional Roadway	Aug-19	
TAG-C2	Mowing with Shoulder Encroachment	Paved Shoulder 8 FT. or Wider	Conventional Roadway	Aug-19	
TAG-C3	Mowing with Lane Encroachment		Conventional Roadway	Aug-19	
TAG-C4	Mulching / Herbicide		Conventional Roadway	Aug-19	
TAG-CE1	Work Beyond the Shoulder		All Roadways	Aug-19	
TAG-E1	Mowing Work Beyond Shoulder		Freeway or Expressway	May-19	
TAG-E2	Mowing with Shoulder Encroachment	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	May-19	
TAG-E3	Mowing with Lane Encroachment		Freeway or Expressway	May-19	
TAG-E4	Mulching / Herbicide		Freeway or Expressway	May-19	
TAG-P1	Mowing with Lane Closure or Encroachment		Parkway	Nov-19	
MOBILE OPERATION					
Typical Code	Title	Shoulder Condition	Road Type	Issue Date	Note
TAM-C1	Right Shoulder Closure	Paved Shoulder Less Than 8 FT.	Conventional Roadway	Nov-19	Applies to continuously moving or operations stopping for no more than 5 minutes such as debris removal
TAM-C2	Lane Closure		Conventional Roadway	Nov-19	Applies to continuously moving or operations stopping for no more than 5 minutes such as debris removal
TAM-E1	Right Shoulder Closure	Paved Shoulder 8 FT. or Wide	Freeway or Expressway	Apr-19	
TAM-E2	Right Shoulder Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Apr-19	

TAM-E3	Right Lane Closure	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	Apr-19	
TAM-E4	Right Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Apr-19	
TAM-E5	Right Two-lane Closure	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	Apr-19	
TAM-E6	Right Two-Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Apr-19	
TAM-E7	Left Shoulder Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Aug-19	Applies to continuously moving or operations stopping for no more than 5 minutes such as debris removal
TAM-E8	Left Lane and Shoulder Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Apr-19	
TAM-E9	Left Two Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	May-19	
TAM-E10	Left Shoulder Closure on Ramp		Freeway or Expressway	Apr-19	
TAM-P1	Lane Closure or Encroachment	Grass Shoulder or No Shoulder	Parkway	May-19	

**SHORT DURATION OPERATION**

<b>Typical Code</b>	<b>Title</b>	<b>Shoulder Condition</b>	<b>Road Type</b>	<b>Issue Date</b>	<b>Note</b>
TASD-C1	Right Shoulder Closure	Paved Shoulder 8 FT. or Wider	Conventional Roadway	Nov-19	Two-Lane Conventional Roadway
TASD-C2	Interior Lane Closure		Conventional Roadway	Nov-19	Four Lane Conventional Roadway
TASD-C3	Exterior Lane Closure		Conventional Roadway	Nov-19	Four Lane Conventional Roadway
TASD-C4R	Center Left Turn Lane & Interior Lane Closure		Conventional Roadway	Nov-19	Four Lane Conventional Roadway
TASD-C4U	Center Left Turn Lane & Interior Lane Closure		Conventional Roadway	Nov-19	
TASD-E1	Right Shoulder Closure	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	Oct-19	
TASD-E2	Right Shoulder Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E3	Right Lane Closure	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	Oct-19	

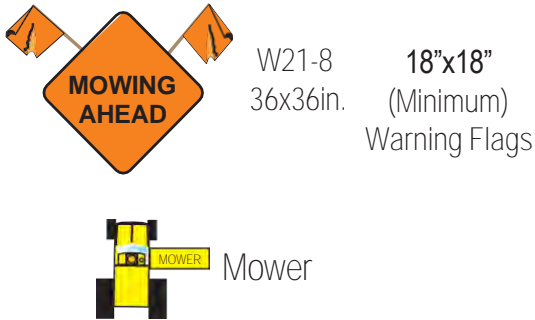
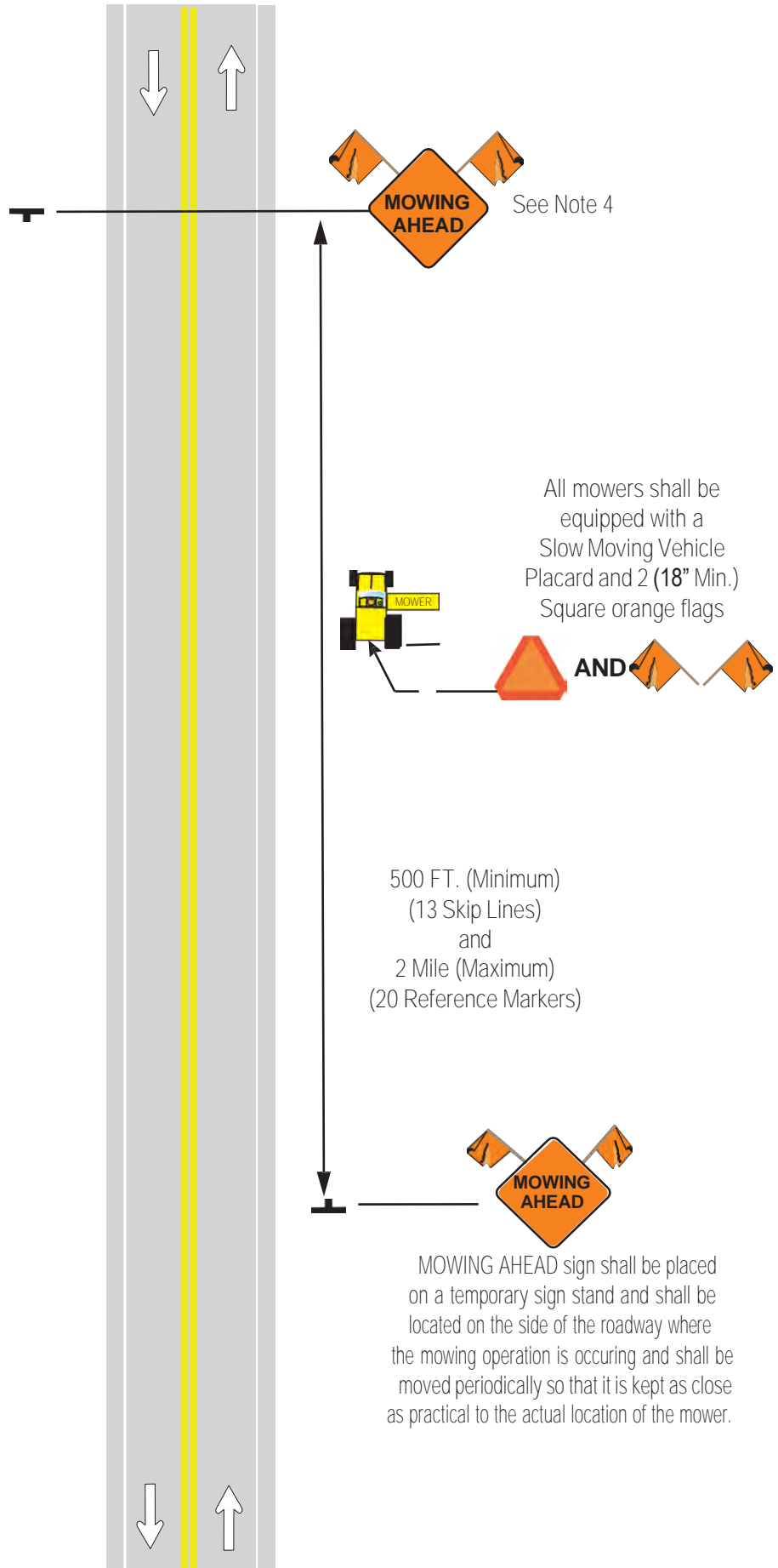
TASD-E4	Right Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E5	Right Two Lanes Closure	Paved Shoulder 8 FT. or Wide	Freeway or Expressway	Oct-19	
TASD-E6	Right Two Lanes Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E7	Left Shoulder Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E8	Left Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E9	Left Two Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Oct-19	
TASD-E10	Left Shoulder Closure on Exit Ramp		Freeway or Expressway	Nov-19	
TASD-P1	Right Lane Closure		Parkway	Nov-19	
<b>SHORT TERM OPERATION</b>					
<b>Typical Code</b>	<b>Title</b>	<b>Shoulder Condition</b>	<b>Road Type</b>	<b>Issue Date</b>	<b>Note</b>
TAST- E1	Shoulder Closure	Paved Shoulder 8 FT. or Wider	Freeway or Expressway	May-19	
TAST- CE1	Right Lane Closure		All Roadways	Dec-19	Multi-Lane Divided Roadway
TAST- CE2	Right Two Lanes Closure		All Roadways	Dec-19	Multi-Lane Divided Roadway
TAST- E6	Left Lane Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Nov-19	
TAST- E7	Left Two Lanes Closure	Paved Shoulder Less Than 8 FT.	Freeway or Expressway	Nov-19	
TAST- P1	Right Lane Closure	Grass Shoulder Less Than 8 FT.	Parkway	May-19	
TAST-C1	Daytime Lane Closure with Flaggers		Conventional Roadway	Dec-19	Two Lane Conventional Roadway
TAST-C2	Daytime Lane Closure Prior to An Intersection with Flagger Control		Conventional Roadway	Dec-19	Two Lane Conventional Roadway
TAST-C3TF	Daytime Lane Closure with Two Automated Flagger Assistance Devices		Conventional Roadway	Dec-19	Two AFADS
TAST-C3OF	Daytime Lane Closure with One Automated Flagger Assistance Device & One Flagger		Conventional Roadway	Dec-19	One AFAD & One Flagger

TAST-C4	Shoulder Closure without Lane Encroachment on Two Lane Conventional Roadway		Conventional Roadway	Dec-19	Two Lane Conventional Roadway
TAST-C5	Right Lane Closure on Multi-Lane Two-Way Conventional Roadway	Paved Shoulder Less Than 8 FT.	Conventional Roadway	Dec-19	Multi-Lane Two-Way Conventional Roadway
TAST-C7	Two Way Left Turn Lane Closure		Conventional Roadway	Dec-19	Two-Way Conventional Roadway
TAST-C8	Right Lane Closure Thru Intersection on One-Way Conventional Roadway		Conventional Roadway	Dec-19	One-Way Conventional Roadway
TAST-CMF	Lane Closure with Moving Flaggers on Rural Two-Lane Two-Way Conventional Roadway		Conventional Roadway	Dec-19	Moving Flaggers

# CONVENTIONAL ROADWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights (See TAG-C3).
4. **"MOWING AHEAD" sign is necessary on both sides simultaneously** if the work will occur on both sides of the road.
5. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.



**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**

**MOBILE**  
 OPERATION INVOLVING  
**MOWING**  
**WORK BEYOND THE SHOULDER**  
 ON  
**CONVENTIONAL ROADWAY**

**AUGUST 2019**      **TAG-C1**

Rev. 2019V.01



**CONVENTIONAL ROADWAY**

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights.
4. **"MOWING AHEAD" sign is necessary on both sides simultaneously** if the work is going in both directions.
5. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.
6. If shoulder area becomes too narrow for the Advance Warning Vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until operators can safely drive around the narrow shoulder to new set-up point.

500 Ft. (Minimum)  
(13 Skip Lines)  
and 2 Mile (Maximum)  
(20 Reference Markers)



W21-8 18"x18"  
36x36in. (Minimum)  
Warning Flags



W21-4  
36X18 in.



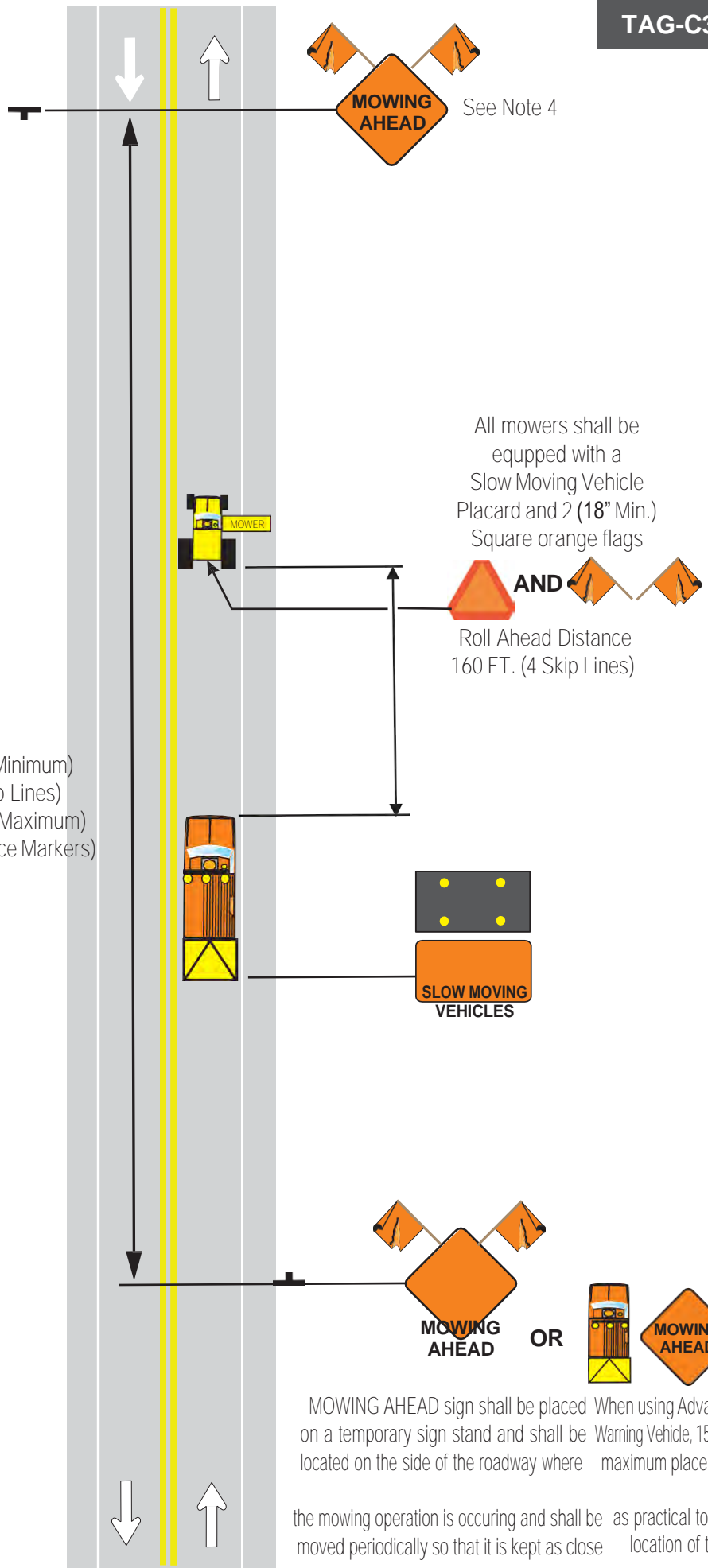
Mower



Arrow Panel (Caution Mode)

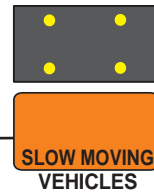


Shadow Vehicle with TMIA



All mowers shall be equipped with a Slow Moving Vehicle Placard and 2 (18" Min.) Square orange flags

Roll Ahead Distance  
160 FT. (4 Skip Lines)



**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**MOBILE**  
OPERATION INVOLVING  
**MOWING**  
**WITH LANE ENCROACHMENT**  
ON  
**CONVENTIONAL ROADWAY**

**AUGUST 2019 TAG-C3**

MOWING AHEAD sign shall be placed When using Advanced on a temporary sign stand and shall be Warning Vehicle, 1500 FT. located on the side of the roadway where maximum placement

the mowing operation is occurring and shall be as practical to the actual moved periodically so that it is kept as close location of the mower.

**NOT TO SCALE**

# CONVENTIONAL ROADWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The herbicide/mulching operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility.
3. Advance Warning Vehicle shall stay as far to the right as practical.
4. Where practical and as needed, the work and shadow vehicles should pull over periodically to allow vehicular traffic to pass.
5. The Shadow Vehicle shall be placed to optimize and enhance visibility from the rear of the operation.
6. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow shoulder to new set-up point.



W20-1  
18"x18"  
(Minimum)  
36X36 in.  
Warning Flags



W21-4  
36X18 in.



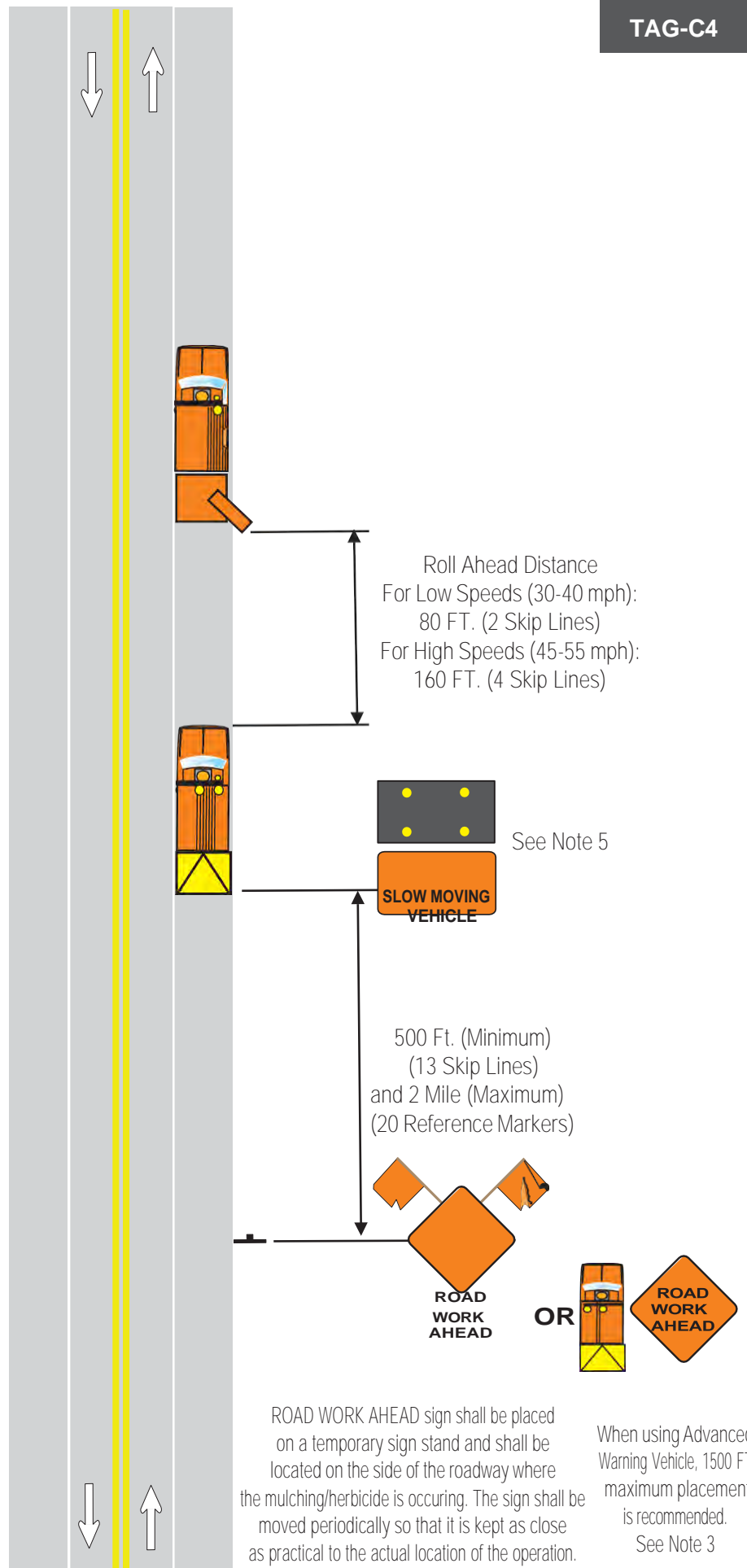
Arrow Panel (Caution Mode)



Shadow Vehicle with TMIA



Advanced Warning Vehicle with TMIA



**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

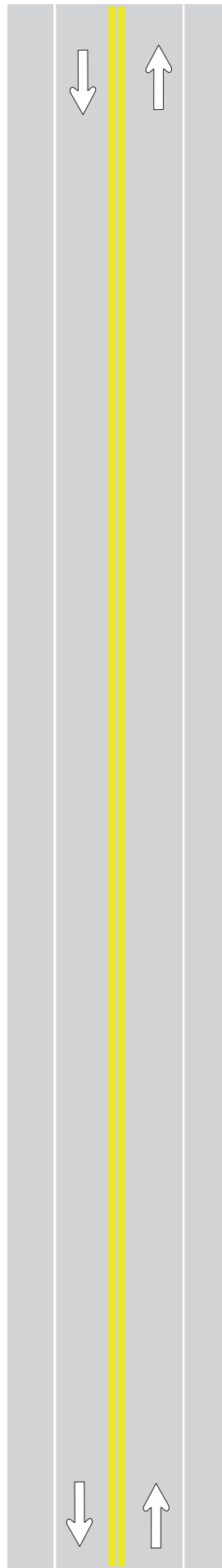
**MOBILE**  
OPERATION INVOLVING  
**MULCHING/HERBICIDE**  
ON  
**CONVENTIONAL ROADWAY**

**NOT TO SCALE**

# ALL ROADWAYS

Notes:

1. The ROAD WORK AHEAD sign may be omitted where the work space is 15 FT. or more from the edge of any roadway.
2. In urban conditions, advance warning sign spacing may be reduced to 100 FT. (Min) in order to accommodate side streets and driveways.
3. END ROAD WORK sign is optional if work duration is less than 1 hour.



G20-2  
36X18 in. (Conventional Roadway)  
48X24 in. (Freeway/Expressway)



W20-1  
36X36 in. (Conventional Roadway)  
48X48 in. (Freeway/Expressway)

18"x18"  
(Minimum)  
Warning Flags



Work Area

**NYSDOT**

**WORK ZONE TRAFFIC CONTROL**

**ALL DURATION**  
OPERATION INVOLVING  
**WORK BEYOND THE SHOULDER**  
ON  
**ALL ROADWAY TYPES**

**AUGUST 2019**    **TAG-CE1**



See Note 3

The END ROAD WORK sign shall be located **a Maximum distance of 500' (12 Skip Lines)** and a Minimum distance of **100'** past the work area.



Urban Low Speed (30-40 mph):  
200 FT. (5 Skip Lines)  
See Note 3

Urban High Speed (45-55 mph):  
350 FT. (~9 Skip Lines)  
See Note 3

Rural Roadway:  
500 FT.  
(~13 Skip Lines/1 Reference Marker)

Freeway/Expressway:  
1000 FT.  
(~26 Skip Lines/2 Reference Markers)

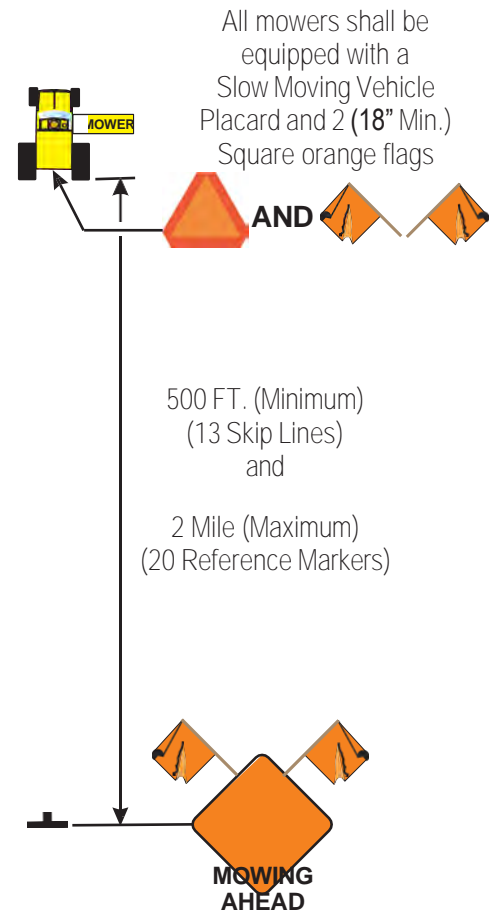


See Note 2

# FREEWAY OR EXPRESSWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights (See TAG E-3).
4. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.



MOWING AHEAD sign shall be placed on a temporary sign stand and shall be located on the side of the roadway where the mowing operation is occurring and shall be moved periodically so that it is kept as close as practical to the actual location of the mower. If an advanced warning vehicle is required to move the sign, use TAG E-2.

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

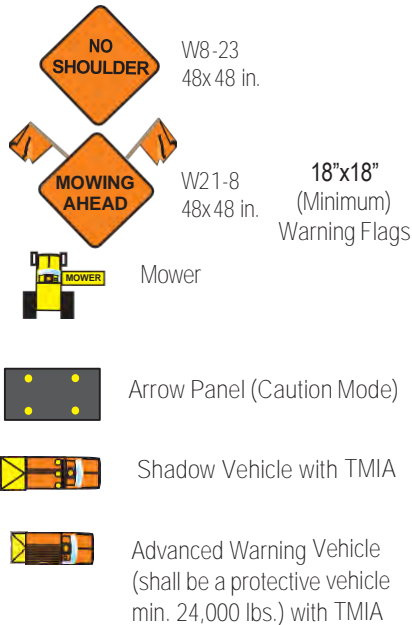
**MOBILE**  
 OPERATION INVOLVING  
**MOWING**  
**WORK BEYOND THE SHOULDER**  
 ON  
**FREEWAY OR EXPRESSWAY**

**MAY 2019** **TAG E-1**

# FREEWAY OR EXPRESSWAY

## Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights (See TAG E-3).
4. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.
5. Advanced Warning Vehicle and Shadow Vehicle shall not encroach into the travel lane.
6. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow shoulder to new set-up point.
7. The Shadow Vehicle shall be placed to optimize and enhance visibility from the rear of the operation.

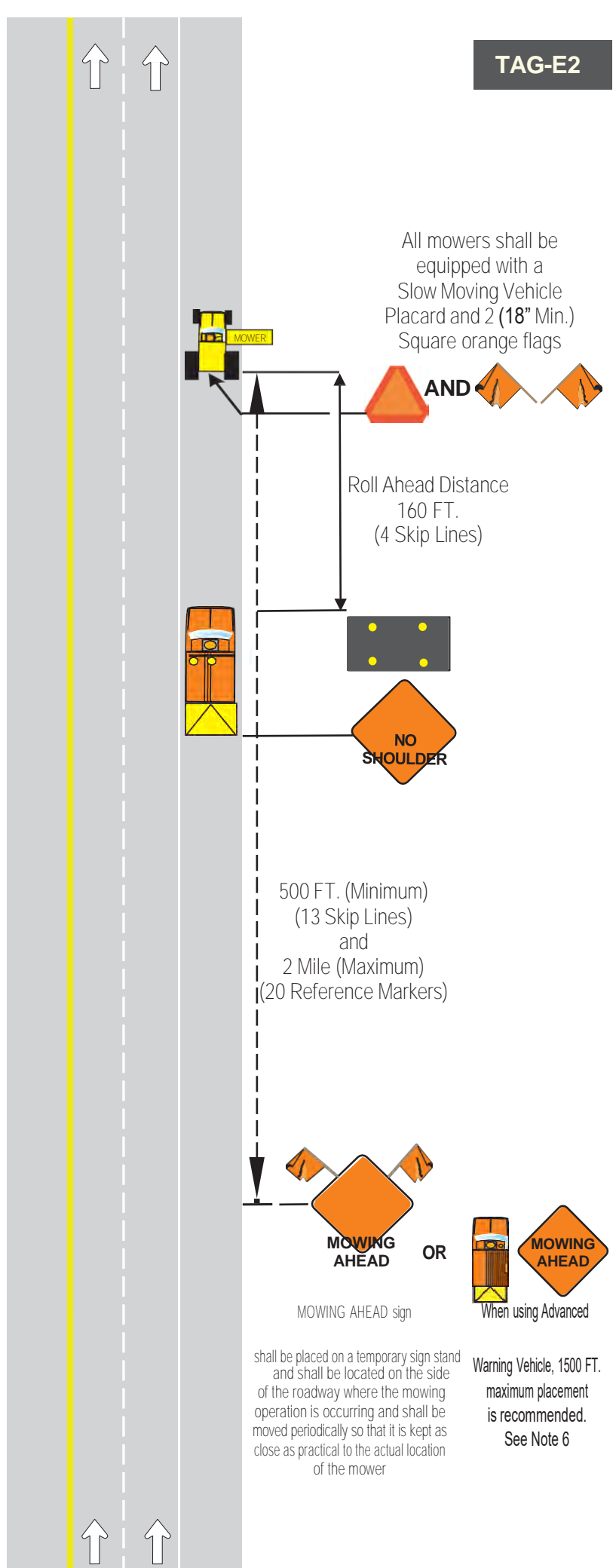


## **NYS DOT** **WORK ZONE TRAFFIC CONTROL**

### **MOBILE** **OPERATION INVOLVING** **MOWING** **WITH SHOULDER ENCROACHMENT** **(PAVED SHOULDER 8 FT. OR WIDER)** **ON** **FREEWAY OR EXPRESSWAY**

**MAY 2019**

**TAG-E2**



# FREEWAY OR EXPRESSWAY

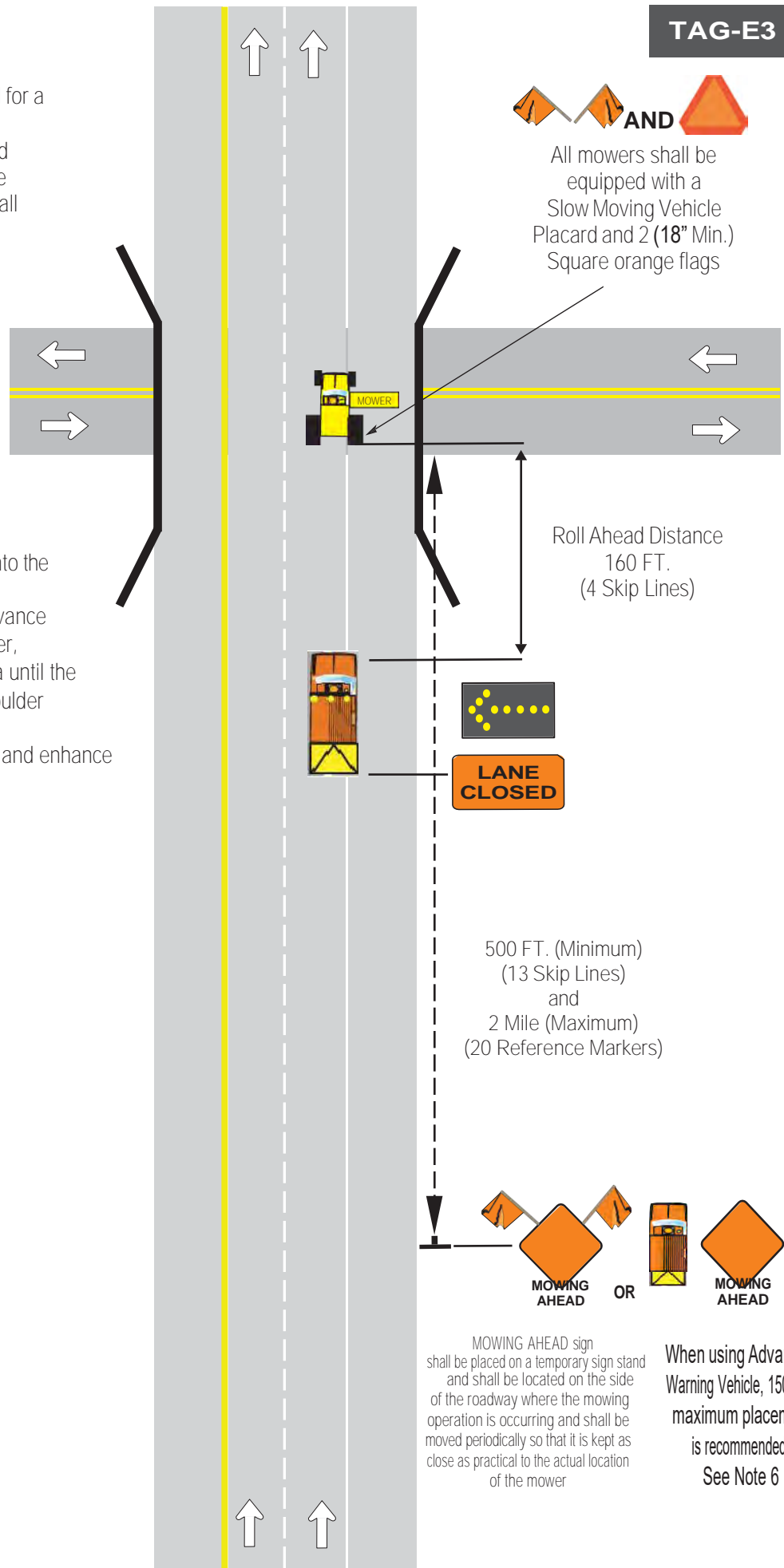
**TAG-E3**

**Notes:**

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights.
4. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.
5. Advanced Warning Vehicle shall not encroach into the travel lane.
6. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow shoulder to new set-up point.
7. The Shadow Vehicle shall be placed to optimize and enhance visibility from the rear of the operation.



**AND**  
All mowers shall be equipped with a Slow Moving Vehicle Placard and 2 (18" Min.) Square orange flags



W21-8 18"x18"  
48x48 in. (Minimum)  
Warning Flags



NYW8-33  
48x24 in.



Mower



Arrow Panel

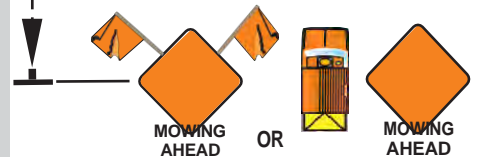


Shadow Vehicle with TMIA



Advanced Warning Vehicle  
(shall be a protective vehicle min. 24,000 lbs.) with TMIA

500 FT. (Minimum)  
(13 Skip Lines)  
and  
2 Mile (Maximum)  
(20 Reference Markers)



MOWING AHEAD sign shall be placed on a temporary sign stand and shall be located on the side of the roadway where the mowing operation is occurring and shall be moved periodically so that it is kept as close as practical to the actual location of the mower

When using Advanced Warning Vehicle, 1500 FT. maximum placement is recommended. See Note 6

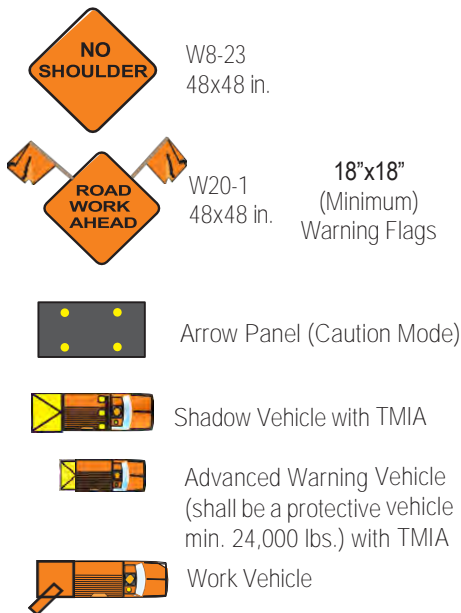
**FREEWAY OR EXPRESSWAY**

Notes:

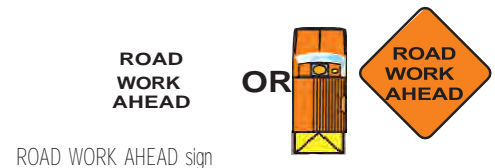
1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The herbicide/mulching operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights.
4. Approved Personal Protective Equipment (PPE) shall be worn while on work vehicles not equipped with an enclosed cab. PPE is required when exiting work vehicle within Right of Way.
5. Advance Warning Vehicle shall not encroach into the travel lane.
6. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow shoulder to new set-up point.
7. The Shadow Vehicle shall be placed to optimize and enhance visibility from the rear of the operation.

Roll Ahead Distance  
160 FT.  
(4 Skip Lines)

**NO  
SHOULDER**



500 FT. (Minimum)  
(13 Skip Lines) and  
2 Mile (Maximum)  
(20 Reference Markers)



**MAY 2019**

shall be placed on a temporary sign stand and shall be located on the side of the roadway where the mulching/herbicide operation is occurring. The sign shall be moved periodically so that it is kept as close as practical to the actual location of the operation.

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

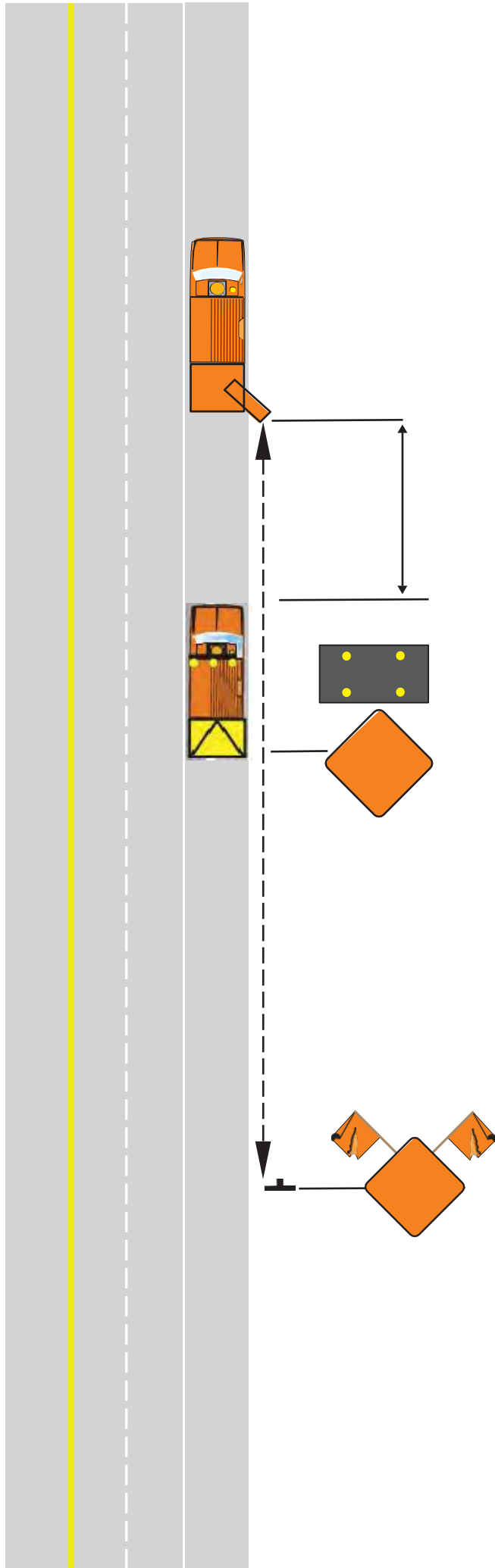
**MOBILE**  
OPERATION INVOLVING  
**MULCHING / HERBICIDE**  
ON  
**FREEWAY OR EXPRESSWAY**

When using Advance Warning Vehicle 1500 FT.  
Maximum placement is Recommended See Note 6

Rev. 2019V.01

**TAG-E4**

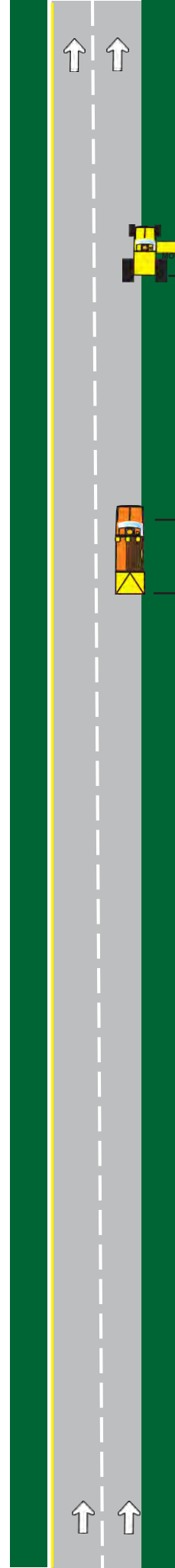
**NOT TO SCALE**



# PARKWAY

Notes:

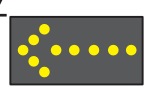
1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. The mowing operations shall be scheduled and completed during daylight work shifts and have little or no interference with traffic. The work shall be suspended during periods of poor weather or poor visibility.
3. Tractor mowers shall have an amber beacon operating at all times. If it is necessary for the mower to encroach onto the travel lane, the mower shall be followed by a protective vehicle with operating flashing lights (See TAG-C3).
4. Approved Personal Protective Equipment (PPE) shall be worn while on tractors not equipped with an enclosed cab. PPE is required when exiting tractor within Right of Way.
5. The Shadow Vehicle shall be placed to optimize and enhance visibility from the rear of the operation.
6. If grass shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow should to the new set-up point.



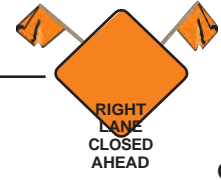
AND

All mowers shall be equipped with a Slow Moving Vehicle Placard and 2 (18" Min.) Square orange flags

Roll Ahead Distance  
160 FT.  
(4 Skip Lines Minimum)  
Up To 8 Skip Lines, Depending  
On The Sight Distance



500 FT. (Minimum)  
(13 Skip Lines)  
and  
2 Mile (Maximum)  
(20 Reference Markers)



OR



Advanced Warning sign shall be placed on a temporary sign stand, located on the side of the roadway where the operation is occurring and shall be moved periodically so that it is kept as close as practical to the actual location of the work vehicle. (500 Ft. Minimum/2 Mile Maximum).

When using Advance Warning Vehicle 1500 FT. Maximum placement is Recommended. See Note 5.



NYW8-33  
48x24 in.



W20-5R  
48x48 in. 18"x18"  
(Minimum)  
Warning Flags



Arrow Panel



Shadow Vehicle with TMIA



Advanced Warning Vehicle  
(shall be a protective vehicle  
min. 24,000 lbs.) with TMIA



# CONVENTIONAL ROADWAY

Notes:

1. This typical applies to continuously moving or operations stopping for no more than 5 minutes.
2. Should the work duration exceed 5 minutes, the WZTC setup shall be reconfigured to meet the requirements of Short Term Stationary Right Lane or Right Shoulder Closure Set-up.
3. This typical may be used for operations such as setting up stationary traffic control (e.g., placing cones, drums and signs), debris removal.
4. Work area shall not exceed 40 feet in length and shall remain entirely in the closed lane.
5. The shadow vehicle shall be placed to optimize and enhance visibility from the rear of the operation.
6. If the reduced travel lane is less than the 10 foot minimum, use typical application TAM-C2.



W21-5  
36x36 in.



Work Area



Arrow Panel  
(Caution Mode)

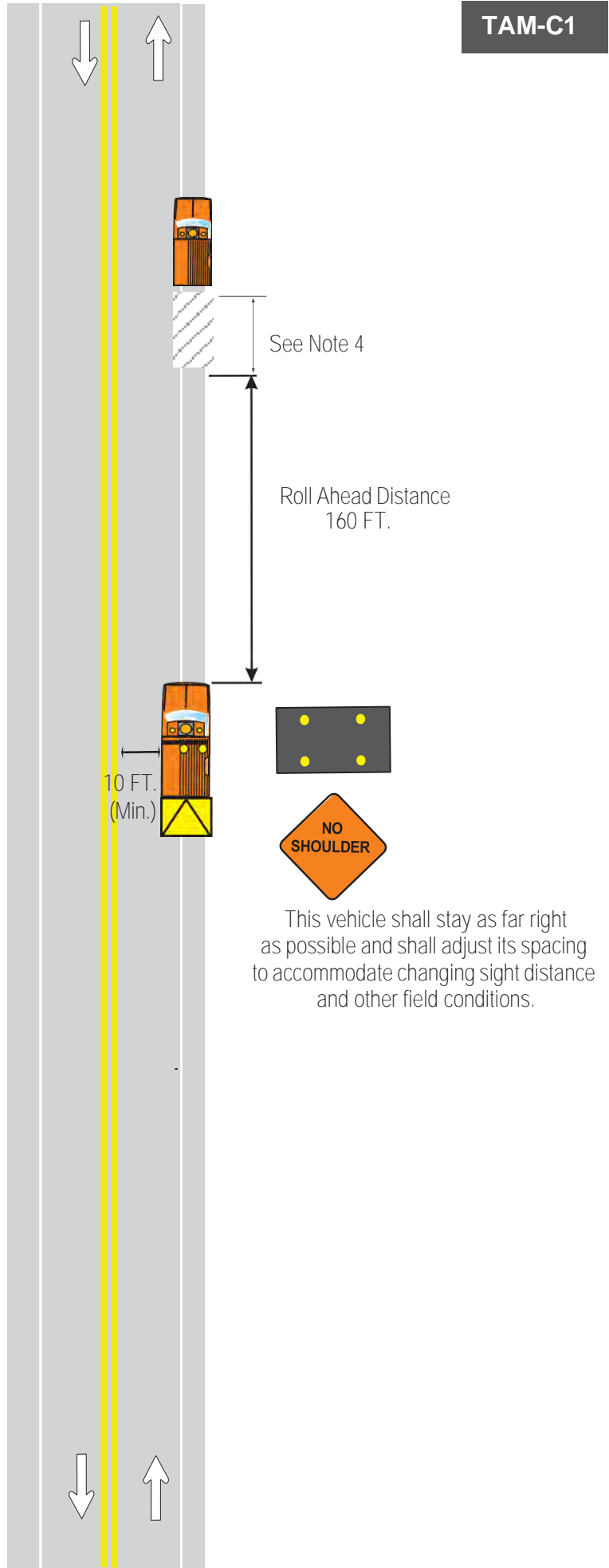


Shadow Vehicle with TMIA



Work Vehicle

TAM-C1



**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**MOBILE**  
 OPERATION INVOLVING  
**RIGHT SHOULDER CLOSURE**  
**(PAVED SHOULDER LESS THAN 8 FT.)**  
 ON  
**RURAL OR URBAN**  
**TWO-LANE CONVENTIONAL ROADWAYS**

**NOVEMBER 2019**      **TAM-C1**

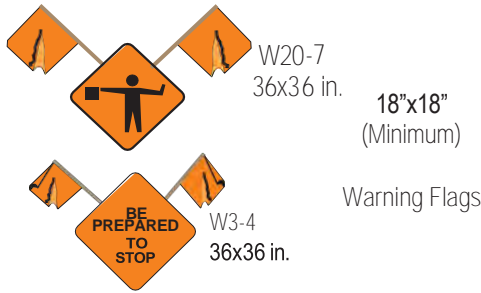
Rev. 2019V.01

NOT TO SCALE

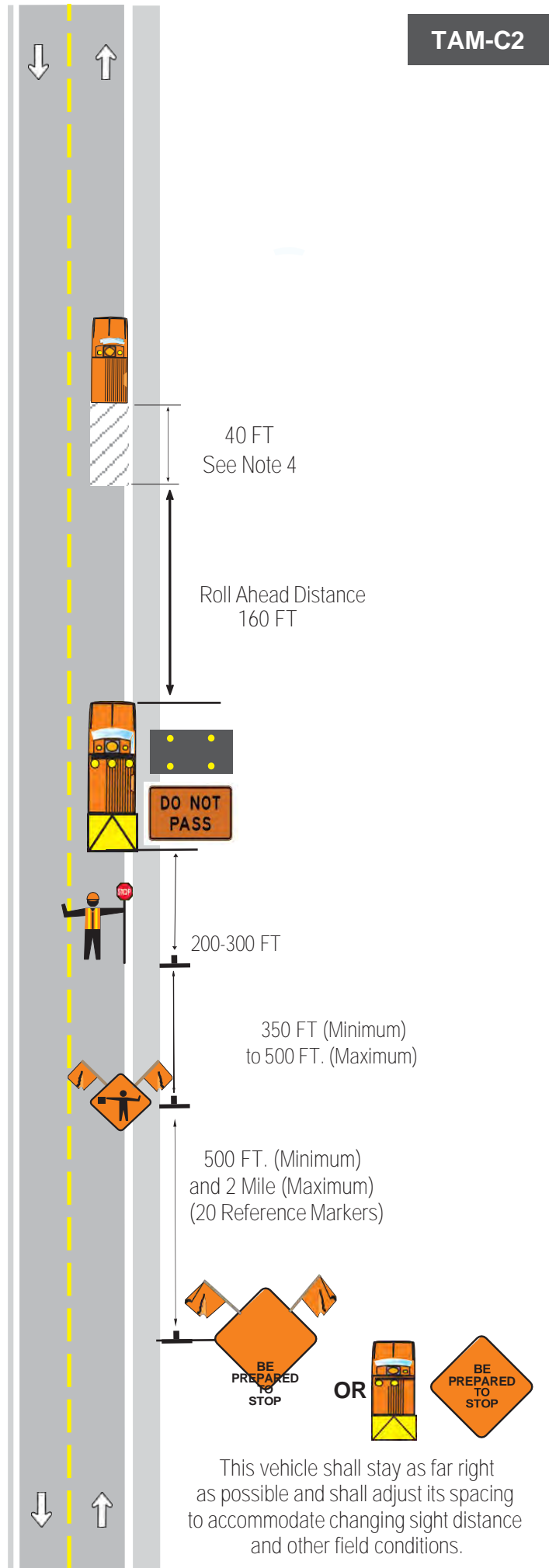
# CONVENTIONAL ROADWAY

Notes:

1. This typical applies to continuously moving operations or stopping for no more than 5 minutes.
2. Should the work duration exceed 5 minutes, the WZTC setup shall be reconfigured to meet the requirements of Short Term Stationary Right Lane or Right Shoulder Closure Set-up.
3. This typical may be used for operations such as setting up stationary traffic control (e.g., placing cones, drums and signs), debris removal.
4. Work area shall not exceed 40 feet in length and shall remain entirely in the closed lane.
5. The shadow vehicle shall be placed to optimize and enhance visibility from the rear of the operation.
6. The flagger shall hold traffic until the operation is completed, and work vehicle clears the lane. The traffic shall not be directed into opposing lane.



Warning Flags



**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**MOBILE**  
 OPERATION INVOLVING  
**LANE CLOSURE**  
 ON  
**RURAL OR URBAN**  
**TWO-LANE CONVENTIONAL ROADWAY**

# FREEWAY OR EXPRESSWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Shoulder Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.



W21-5  
48x48 in.



Work Area



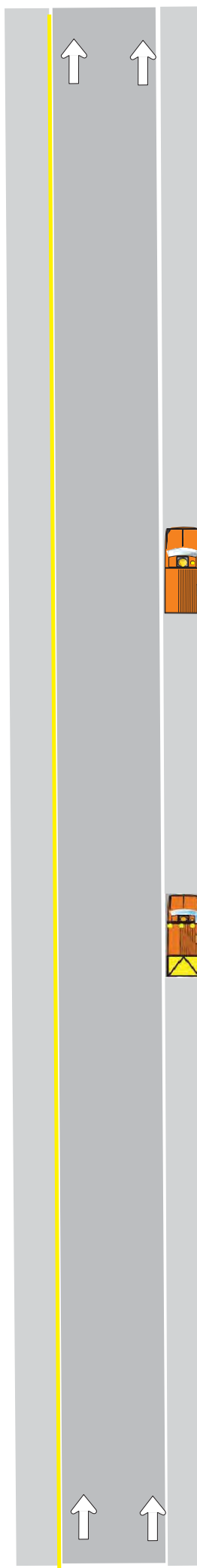
Arrow Panel  
(Caution Mode)



Shadow Vehicle with TMIA



Work Vehicle



Roll Ahead  
Distance  
160 FT.  
(4 Skip Lines)



**NYS  
DOT**  
**WORK ZONE TRAFFIC CONTROL**

**MOBILE**  
OPERATION INVOLVING  
**RIGHT SHOULDER CLOSURE**  
**(PAVED SHOULDER 8 FT OR WIDER)**  
ON  
**FREEWAY OR EXPRESSWAY**

**APRIL 2019**

**TAM-E1**

Rev. 2019V.01

# FREEWAY OR EXPRESSWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Lane Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.



NYW8-33  
48x24 in.



W4-2R  
48x48 in.



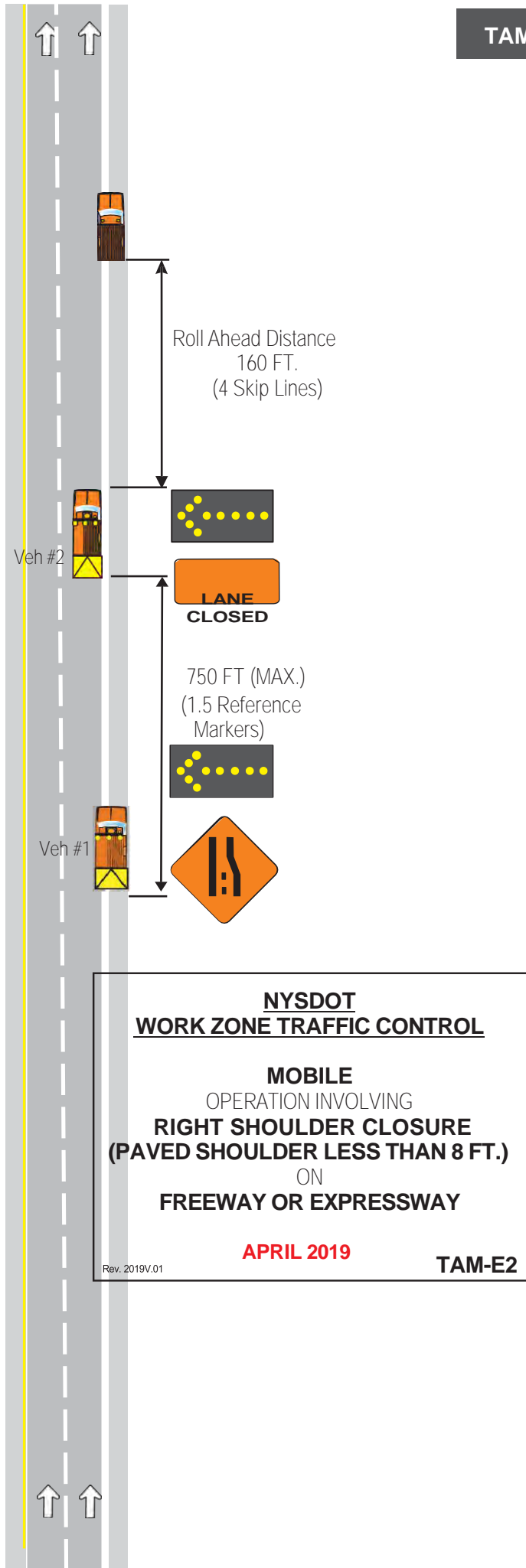
Arrow Panel



Work Vehicle



Shadow Vehicle with TMIA



**FREEWAY OR EXPRESSWAY**

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Lane Closure Set-up .
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.

**LANE CLOSED** NYW8-33  
48x24 in.

**W4-2R** 48x48 in.

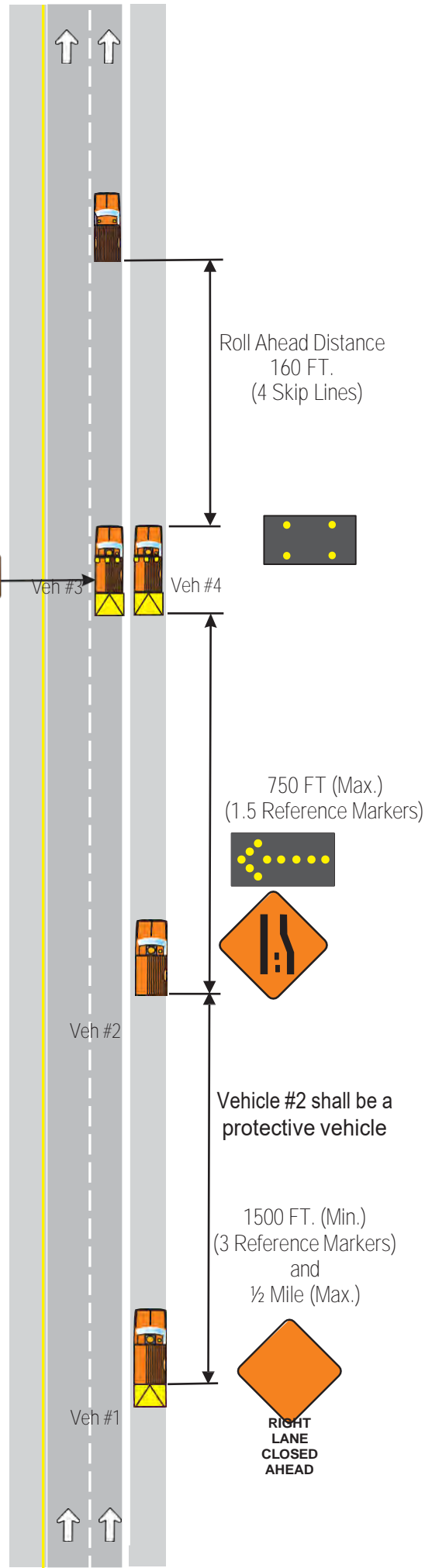
**RIGHT LANE CLOSED AHEAD** W20-5R  
48x48 in.

Arrow Panel (Caution Mode)

Arrow Panel

Work Vehicle

Shadow Vehicle with TMIA



**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**MOBILE**  
OPERATION INVOLVING  
**RIGHT LANE CLOSURE**  
**(PAVED SHOULDER 8 FT. OR WIDER)**  
ON  
**FREEWAY OR EXPRESSWAY**

# FREEWAY OR EXPRESSWAY

Notes:

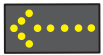
1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Two Lane Closure Set -up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.



NYW8-33  
48x24 in.



W4-2R  
48x48 in.



Arrow Panel

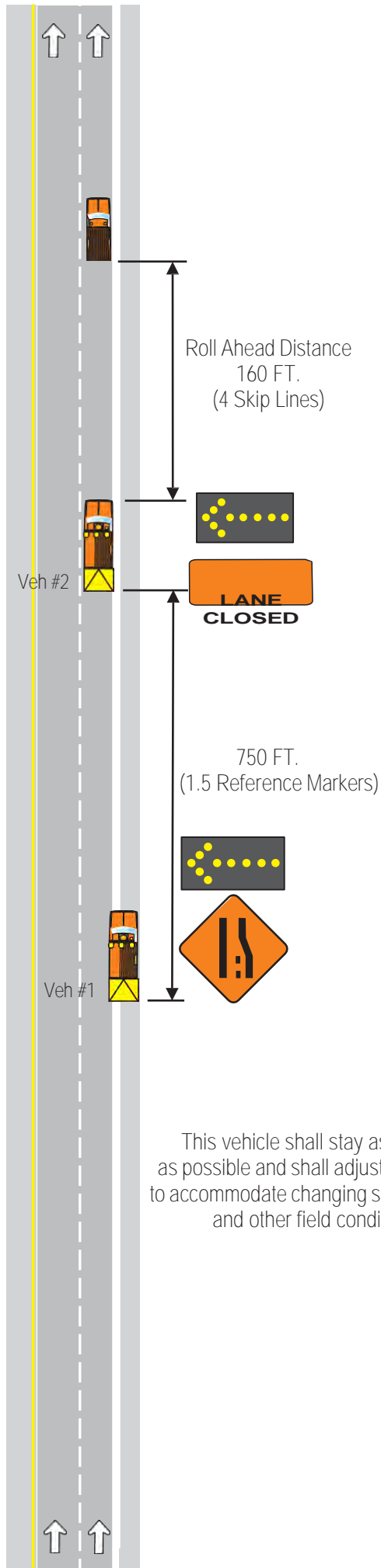


Work Vehicle

Shadow Vehicle with TMA

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**MOBILE**  
OPERATION INVOLVING  
**RIGHT LANE CLOSURE**  
**(PAVED SHOULDER LESS THAN 8 FT.)**  
ON  
**FREEWAY OR EXPRESSWAY**



This vehicle shall stay as far right as possible and shall adjust its spacing to accommodate changing sight distance and other field conditions.

# FREEWAY OR EXPRESSWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Lane Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.

**LANE CLOSED** NYW8-33  
48x24 in.

**2 RIGHT LANES CLOSED AHEAD** W20-5aR  
48x48 in.

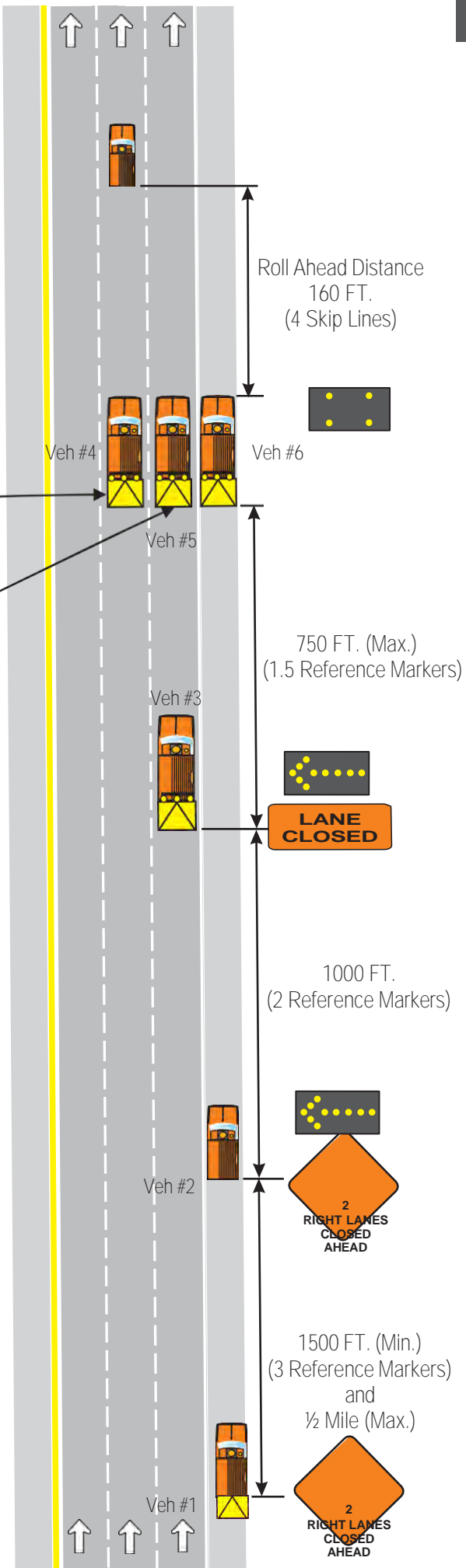
Arrow Panel (Caution Mode)

Arrow Panel

Work Vehicle

Shadow Vehicle with TMIA

Vehicle #5: Shadow Vehicle Required and TMIA Recommended



# FREEWAY OR EXPRESSWAY

TAM-E6

## Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Two Lane Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.

Roll Ahead Distance  
160 FT.  
(4 Skip Lines)

Veh #3

Veh #4

**LANE  
CLOSED**

**LANE  
CLOSED**

750 FT. (Max)  
(1.5 Reference Markers)

**LANE  
CLOSED**

NYW8-33  
48x24 in.

Veh #2

**2  
RIGHT LANES  
CLOSED  
AHEAD**

W20-5aR  
48x48 in.

**2  
RIGHT LANES  
CLOSED  
AHEAD**

Arrow Panel  
(Caution Mode)

1000 FT.  
(2 Reference Markers)

Arrow Panel

Work Vehicle

Veh #1

Shadow Vehicle with TMIA

**2  
RIGHT LANES  
CLOSED  
AHEAD**

**NYS DOT  
WORK ZONE TRAFFIC CONTROL**

**ON  
FREEWAY OR EXPRESSWAY**

**MOBILE  
OPERATION INVOLVING  
RIGHT TWO LANE CLOSURE  
(PAVED SHOULDER LESS THAN 8 FT.)**

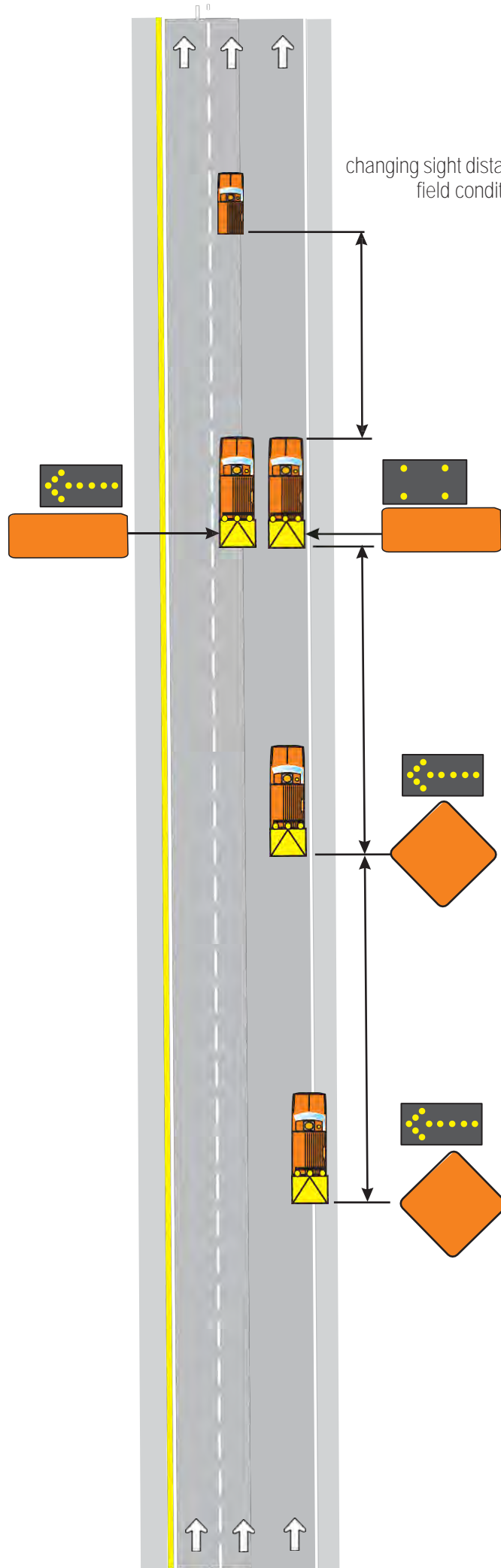
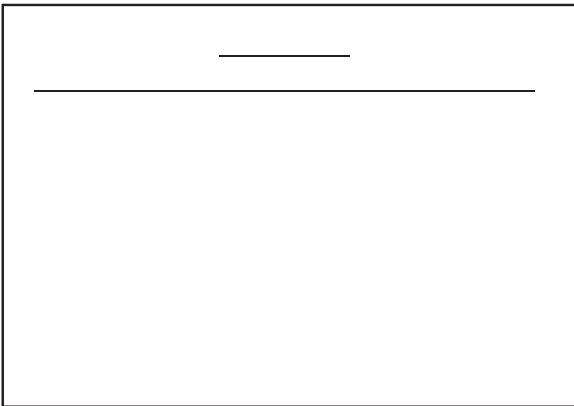
**NOT TO SCALE**

This vehicle shall stay as far right as possible and shall adjust its spacing to accommodate

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**APRIL 2019**

**TAM-E6**



changing sight distance and other field conditions.

**NOT TO SCALE**

# FREEWAY OR EXPRESSWAY

Notes:

1. This typical applies to continuously moving operations or stopping for no more than 5 minutes.
2. Should the work duration exceed 5 minutes, the WZTC setup shall be reconfigured and adjusted to meet the requirements of Short Duration Stationary Left Lane or Left Shoulder Closure Set-up.
3. This typical may be used for operations such as setting up stationary traffic control (e.g., placing cones, drums and signs) and debris removal.
4. Work area shall not exceed 40 feet in length and shall remain entirely in the closed lane.
5. The shadow vehicle shall be placed to optimize and enhance visibility from the rear of the operation

**LANE CLOSED** NYW8-33  
48x24 in.

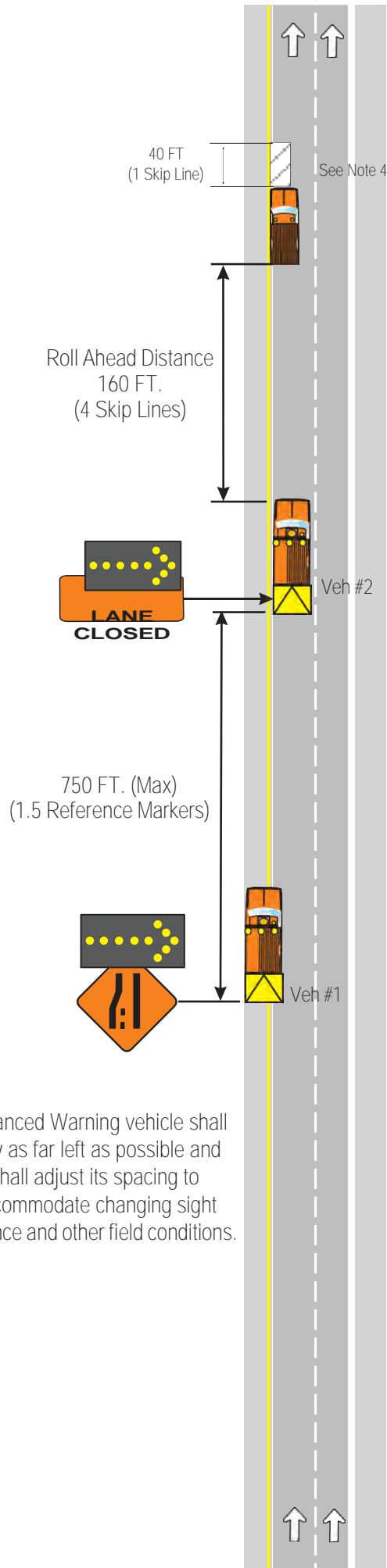
 W4-2L  
48x48 in.

 Arrow Panel

 Work Vehicle

 Shadow Vehicle with TMIA

 Advanced Warning Vehicle with TMIA

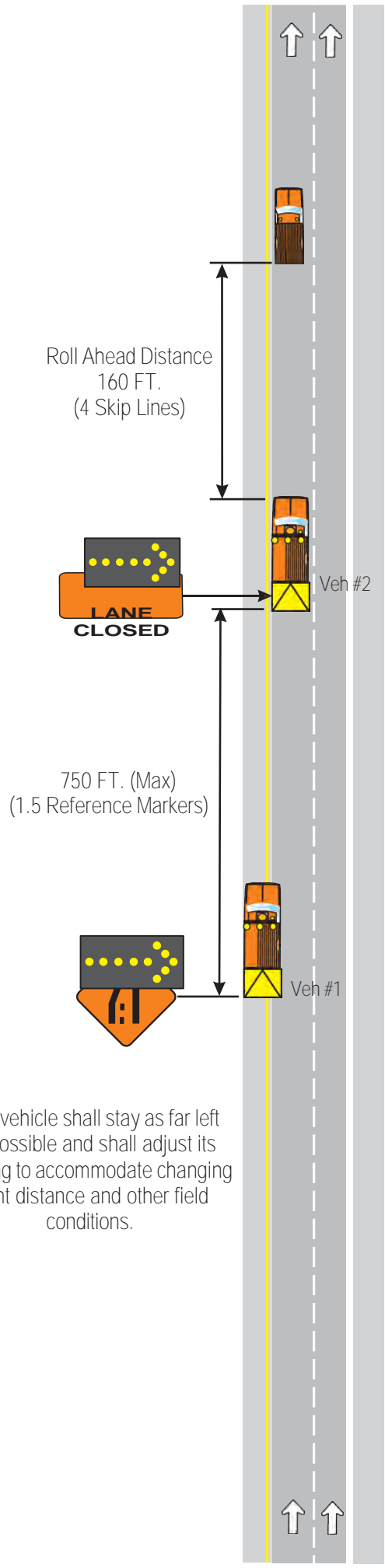


Advanced Warning vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changing sight distance and other field conditions.

# FREEWAY OR EXPRESSWAY

Notes:

1. This typical is for mobile work which is continuously moving. No stopping allowed.
2. Should the work duration involve a Stop and Go operation, the WZTC setup shall be reconfigured and adjusted to meet the requirements of Short Duration Stationary Left Shoulder Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.



This vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changing sight distance and other field conditions.

**FREEWAY OR EXPRESSWAY**

Notes:

1. This typical is for mobile work which is continuously moving. No stopping allowed.
2. Should the work duration involve a Stop and Go operation, the WZTC setup shall be reconfigured and adjusted to meet the requirements of Short Duration Stationary Left Shoulder Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.

Roll Ahead Distance  
160 FT.  
(4 Skip Lines)

Veh #4

Veh #3

**LANE  
CLOSED**

**LANE  
CLOSED**

750 FT. (Max)  
(1.5 Reference  
Markers)

**LEFT  
LANE  
CLOSED  
AHEAD**

W20-5L  
48x48 in.

**LANE  
CLOSED**

NYW8-33  
48x24 in.

Veh #2

W4-2L  
48x48 in.

Arrow Panel  
(Caution Mode)

Arrow panel

1000 FT.  
(2 Reference Markers)



Work Vehicle



Shadow Vehicle with TMIA

**2  
LEFT  
LANES  
CLOSED  
AHEAD**

W20-5aL  
48x48in.

Veh #1

**2  
LEFT  
LANES  
CLOSED  
AHEAD**

**FREEWAY OR EXPRESSWAY**

**NYS DOT  
WORK ZONE TRAFFIC CONTROL**

**MOBILE  
OPERATION INVOLVING  
LEFT TWO LANE CLOSURE  
(PAVED SHOULDER LESS THAN 8 FT.)  
ON**

T  
h  
i

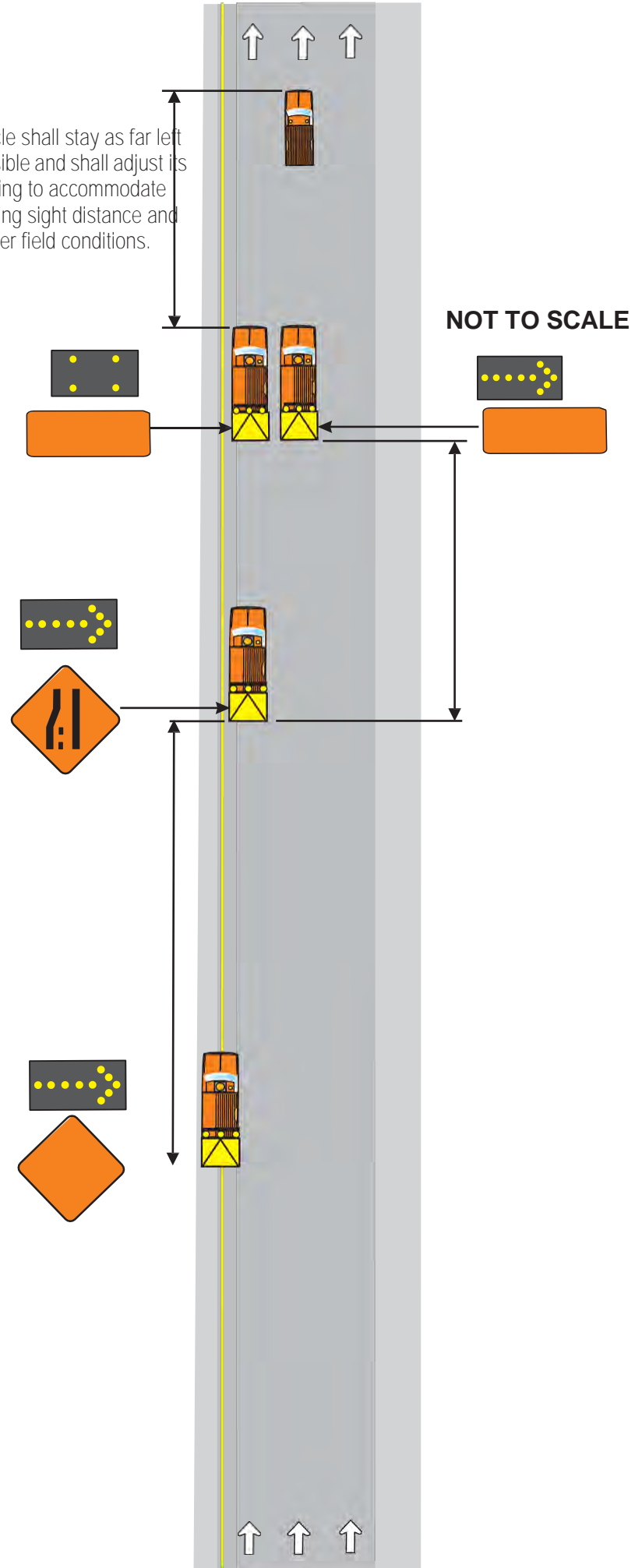
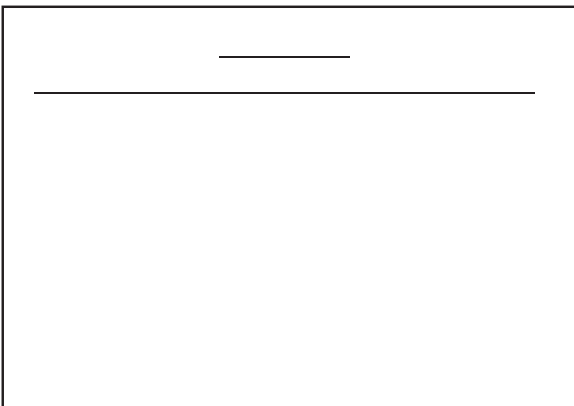
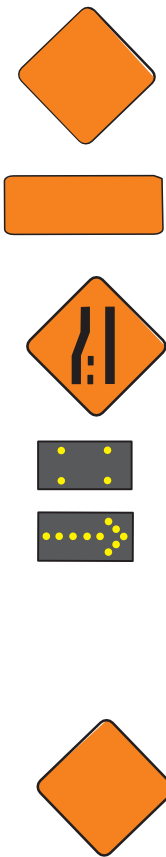
Rev. 2019V.01

APRIL 2019

TAM-E9

s vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changing sight distance and other field conditions.

NOT TO SCALE

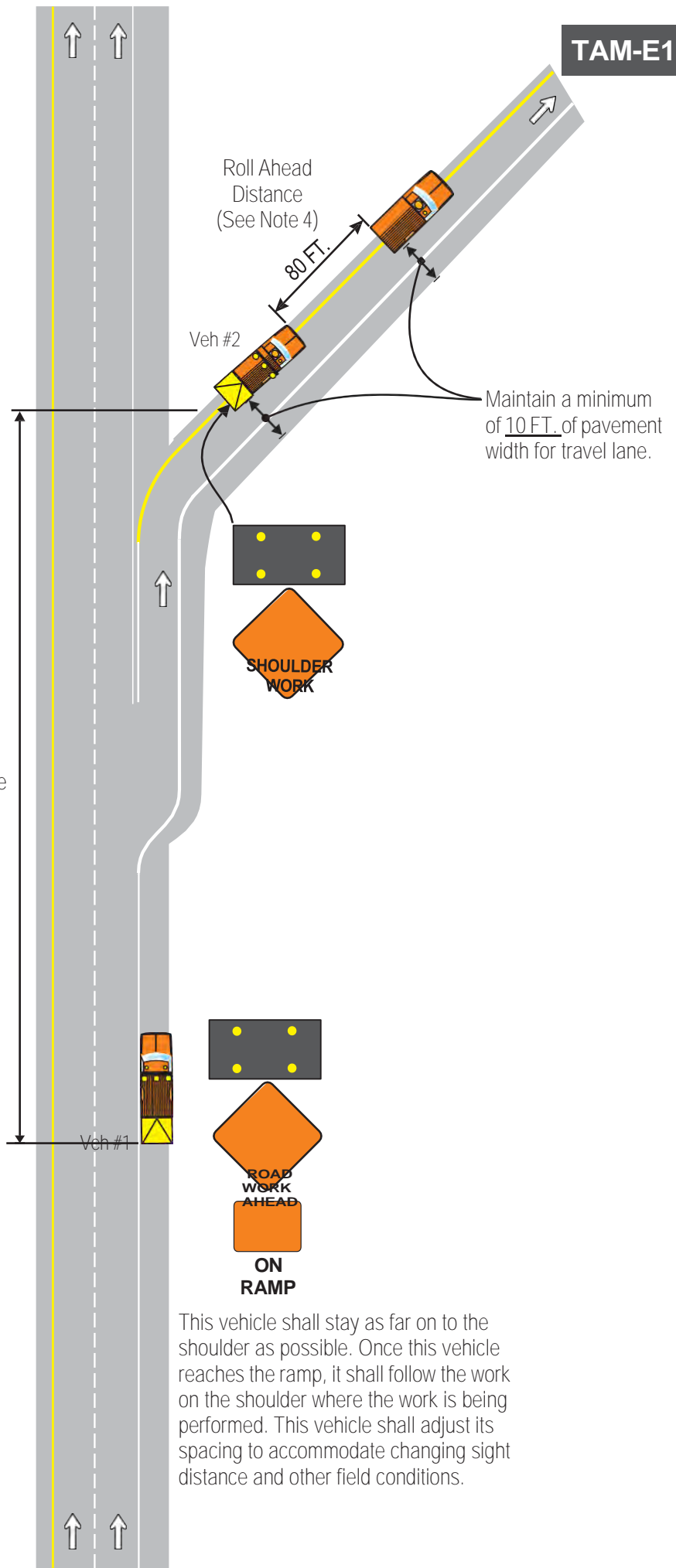


# FREEWAY OR EXPRESSWAY

TAM-E10

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of Short-Term Stationary Left Shoulder Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.
4. The 80 FT. Roll Ahead Distance is based on ramp speeds of 45 mph or less. If speeds are greater than 45 mph increase distance to 160 FT.



W21-5  
48x48 in.



W20-1  
48x48 in.



W13-4P  
36x36 in.



Arrow Panel  
(Caution Mode)



Work Vehicle





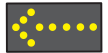



Shadow Vehicle with TMIA

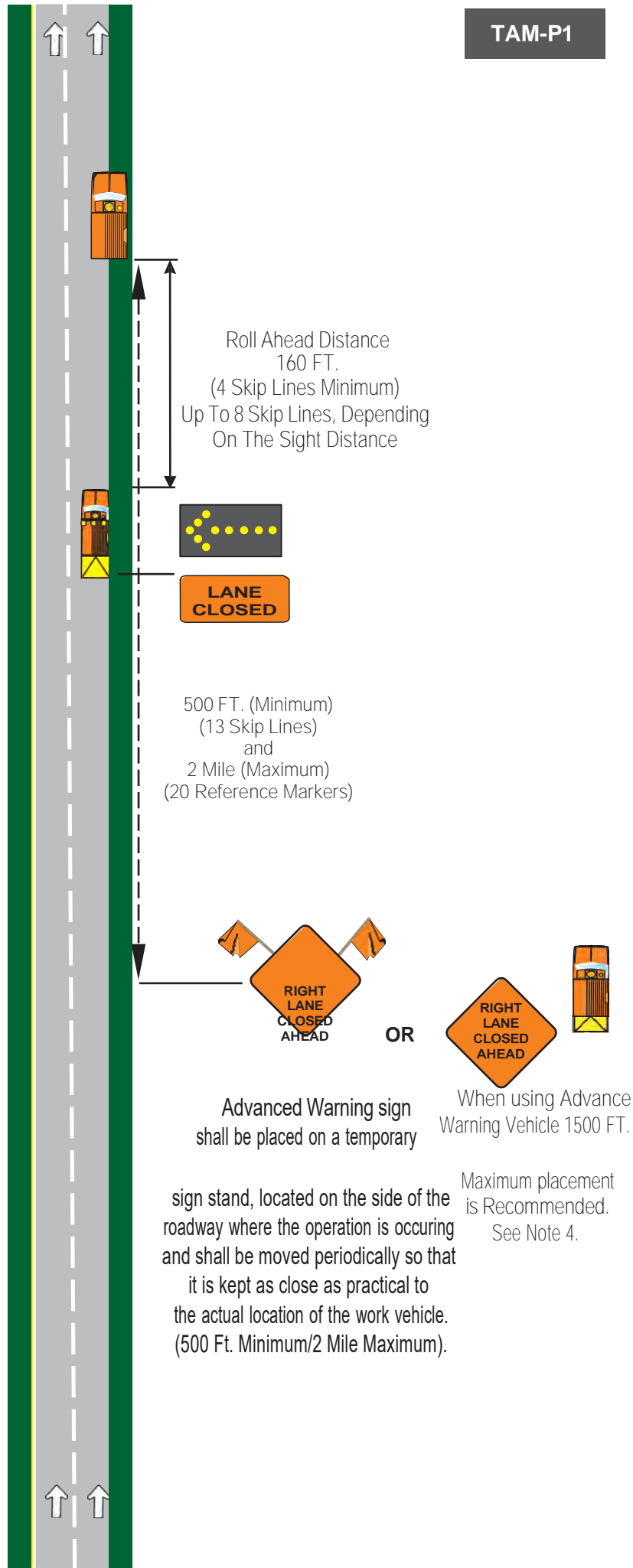
This vehicle shall stay as far on to the shoulder as possible. Once this vehicle reaches the ramp, it shall follow the work on the shoulder where the work is being performed. This vehicle shall adjust its spacing to accommodate changing sight distance and other field conditions.

# PARKWAY

Notes:

1. Mobile work is continuously moving or stopped for a brief period of time, less than 15 minutes.
2. Should the work duration continue on longer than the 15 minute Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Duration Stationary Right Lane Closure Set-up.
3. This typical may be used for vehicle based operations such as setting up stationary traffic control (placing cones, drums and signs), but is not to be used for operations that involve workers on foot performing roadway and/or appurtenance repairs.
4. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow shoulder to new set-up point.

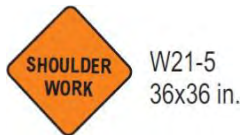
	NYW8-33 48x24 in.
	W20-5R 48x48 in. 18"x18" (Minimum) Warning Flags
	Arrow Panel
	Shadow Vehicle with TMIA
	Work Vehicle
	Advanced Warning Vehicle (shall be a protective vehicle min. 24,000 lbs.) with TMIA



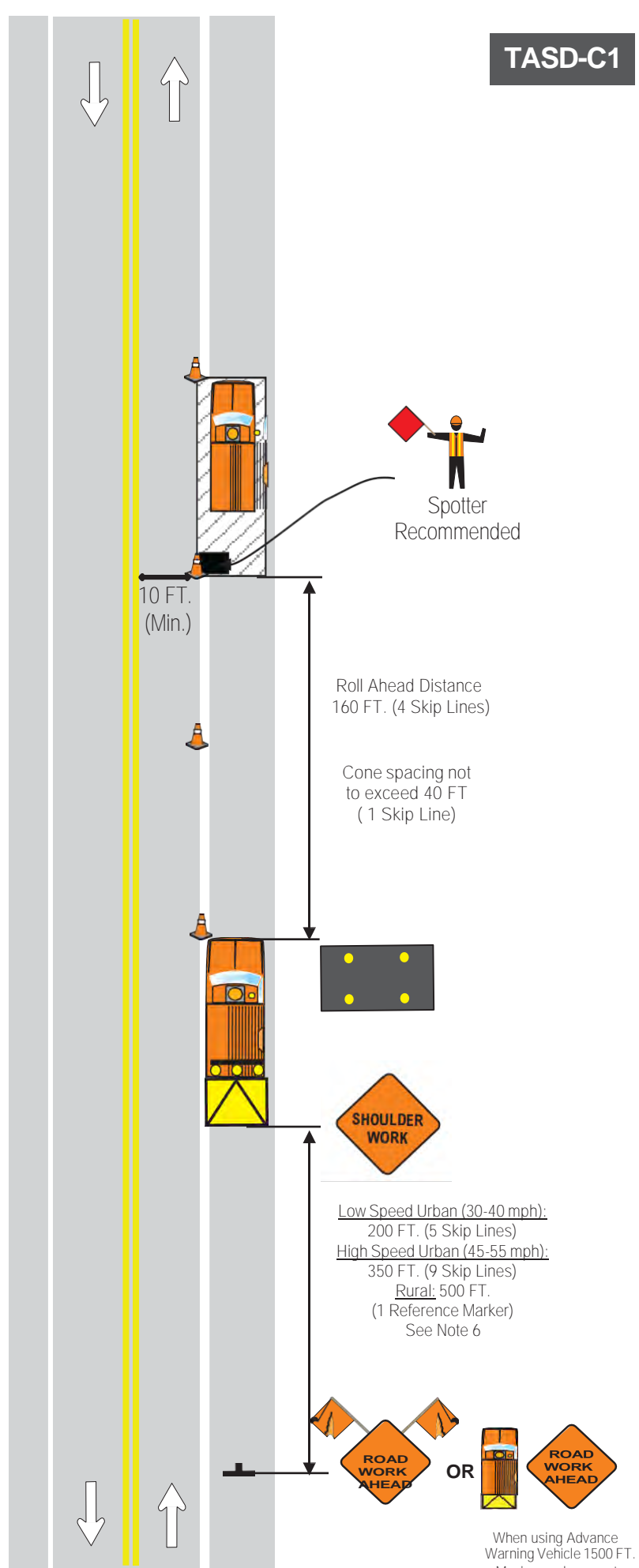
# CONVENTIONAL ROADWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour maximum, the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Shoulder Closure Setup.
3. Safety is a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. The Shadow Vehicle shall maintain the appropriate Roll-Ahead Distance, positioned parallel to traffic, parking brake set when possible, have the wheels aligned with the lane striping and lane to maintain lane discipline and to try to stay in lane if struck. Operators of Shadow Vehicles shall remain in the cab, with the lap/ shoulder belt and headrest properly adjusted.
5. Advance Warning Vehicle may be occupied or unoccupied. If occupied, communication must be established with the work vehicle to ensure adequate spacing is maintained as the work progresses. The operator shall remain in the vehicle with the safety belt and headrest properly adjusted. The vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping and to maintain lane discipline and to stay in lane if struck. If unoccupied, the vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping. It must be placed in Neutral with the parking brake set (Park/2nd gear for engine off conditions).
6. If shoulder area becomes too narrow for the Advance Warning vehicle to be completely on the shoulder, the vehicle shall stay on the wider shoulder area until the operator can safely drive around the narrow should to the new set-up point.
7. There shall be no workers, equipment or other vehicles in the roll ahead distance.
8. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.



**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT DURATION**  
**OPERATION INVOLVING**  
**RIGHT SHOULDER CLOSURE**  
**(PAVED SHOULDER 8 FT. OR WIDER)**  
**ON**  
**RURAL OR URBAN**  
**TWO-LANE CONVENTIONAL ROADWAY**  
  
**NOVEMBER 2019**  
**TASD-C1**



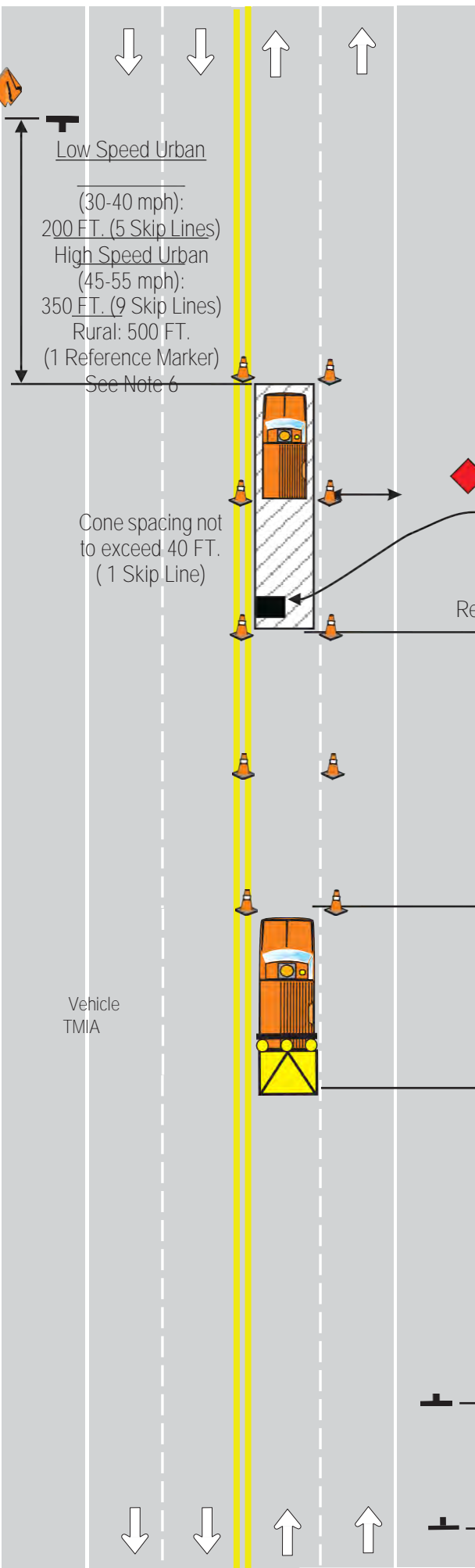
When using Advance Warning Vehicle 1500 FT. Maximum placement is Recommended See Note 5

**NOT TO SCALE**

# CONVENTIONAL ROADWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour maximum, the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Operation.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted for the entire duration of the operation.
5. There shall be no workers, equipment or other vehicles in the roll ahead distance.
6. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.



NYW8-33  
48x24 in.



W4-2L



W20-1

18"x18" (Minimum)

36x36 in.

36x36 in. Warning Flags



Work area



Arrow Panel



Shadow/Barrier Vehicle with TMIA



Work Vehicle

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
 OPERATION INVOLVING  
**LEFT LANE CLOSURE**  
 ON  
**RURAL OR URBAN**  
**FOUR LANE CONVENTIONAL ROADWAY**

# CONVENTIONAL ROADWAY

Notes:

**ROAD  
WORK  
AHEAD**

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour maximum, the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Operation.
3. Safety is a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted for the entire duration of the operation.
5. There shall be no workers, equipment or other vehicles in the roll ahead distance.
6. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.

Spotter  
Recommended  
Cone spacing not to exceed  
40 FT (1 Skip Line)  
  
Roll Ahead Distance  
160 FT. (4 Skip Lines)



NYW8-33  
48x24 in.



W20-1  
36x36 in.      18"x18"  
(Minimum)  
Warning Flags

W4-2R  
48x48 in.



Work Area



Arrow Panel



Shadow/Barrier Vehicle with TMIA



Work Vehicle

**LANE  
CLOSED**

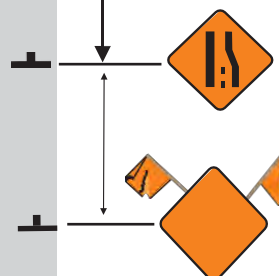
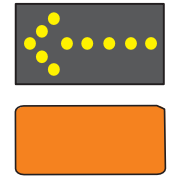
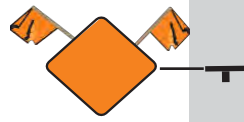
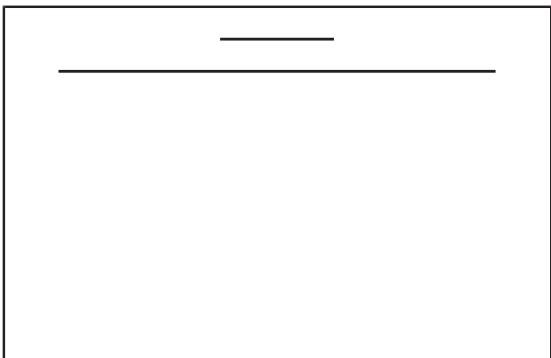
Low Speed Urban  
(30-40 mph):  
200 FT. (5 Skip Lines)  
High Speed Urban  
(45-55 mph):  
350 FT. (9 Skip Lines)  
Rural: 500 FT.  
(1 Reference Marker)  
See Note 6

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION  
OPERATION INVOLVING  
RIGHT LANE CLOSURE  
ON  
RURAL OR URBAN  
FOUR LANE CONVENTIONAL ROADWAY**

(1 Reference Marker)

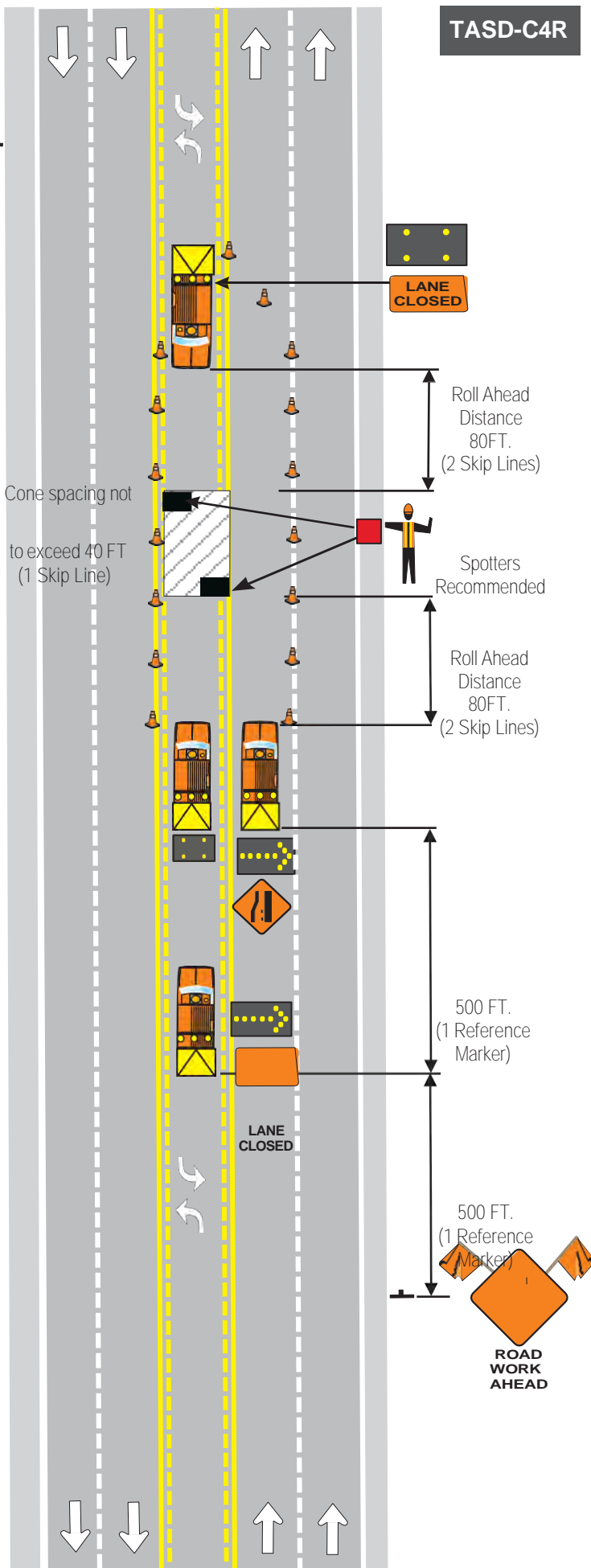
**NOT TO SCALE**



# CONVENTIONAL ROADWAY

## Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour maximum, the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Setup.
3. Safety is a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on for the entire duration of the operation.
5. There shall be no workers, equipment or other vehicles in the roll ahead distance.
6. If work area occupies median lane, adjacent lane should be closed.



NYW8-33  
48X24in.



W4-2L  
36x36 in.



W20-1  
36x36 in. 18"x18"  
(Minimum)  
Warning Flags



Work Area



Arrow Panel



Shadow/Barrier Vehicle with TMIA



Work Vehicle



Arrow Panel  
(Caution Mode)

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
OPERATION INVOLVING  
**CENTER LEFT TURN LANE**  
**AND INTERIOR LANE CLOSURE**  
ON  
**RURAL**  
**FOUR LANE CONVENTIONAL ROADWAY**

**NOVEMBER 2019**    **TASD-C4R**

Rev. 2019V.01

**NOT TO SCALE**

# CONVENTIONAL ROADWAY

## Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the buffer space or the roll ahead distance.
6. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
7. If work area occupies median lane, adjacent lane should be closed.
8. For low speed urban road (30-40 mph), TMIA is recommended on Vehicle #1 and Vehicle #4.



NYW8-33  
48x24 in.



W20-5L  
36x36 in.



W4-2L  
36x36 in.



W20-1  
36x36 in.

18"x18"  
(Minimum)  
Warning Flags



Work Area



Arrow Panel

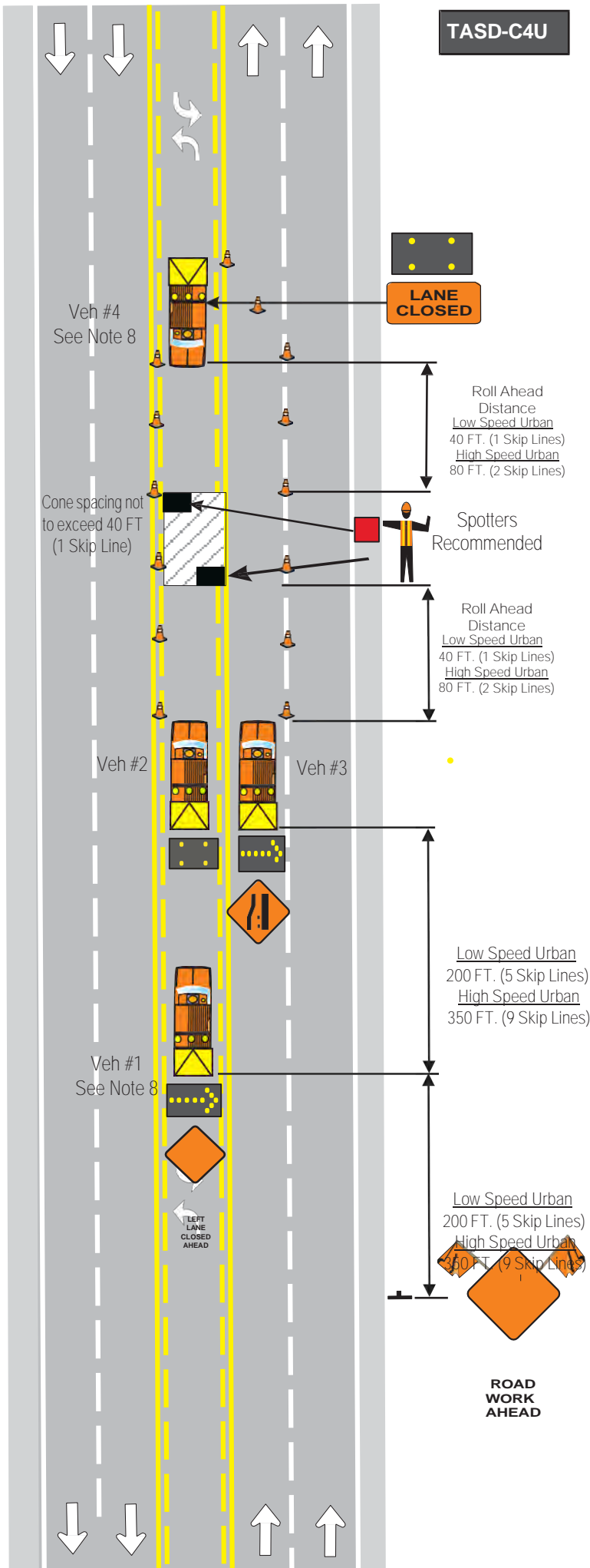


Shadow/Barrier Vehicle with TMIA



Arrow Panel  
(Caution Mode)

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT DURATION**  
 OPERATION INVOLVING  
**CENTER LEFT TURN LANE**  
**AND INTERIOR LANE CLOSURE**  
 ON  
**LOW SPEED URBAN (30-40 mph)**  
 or  
**HIGH SPEED URBAN (45-55 mph)**  
**FOUR LANE CONVENTIONAL ROADWAY**



# FREEWAY OR EXPRESSWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Shoulder Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. The Shadow Vehicle shall maintain the appropriate Roll-Ahead Distance, positioned parallel to traffic, parking brake set when possible, have the wheels aligned with the lane striping and lane to maintain lane discipline and to try to stay in lane if struck. Operators of Shadow Vehicles shall remain in the cab, with the lap/ shoulder belt and headrest properly adjusted.
5. Advanced Warning Vehicle may be occupied or unoccupied. If occupied, communication must be established with the work vehicle to ensure adequate spacing is maintained as the work progresses. The operator shall remain in the vehicle with the

safety belt and headrest properly adjusted. The vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping and to maintain lane discipline and to stay in lane if struck. If unoccupied, the vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping. It must be placed in Neutral with the parking brake set (Park/2nd gear for engine off conditions).

6. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

Cone spacing not to exceed 40 FT (1 Skip Line)

Spotter

Recommended

Roll Ahead Distance  
160 FT.  
(4 Skip Lines)



W20-1  
48x48 in.

18"x18"  
(Minimum)  
Warning Flags



Work Area



Arrow Panel  
(Caution Mode)



Shadow/Barrier Vehicle with TMIA



Work Vehicle



Advanced Warning Vehicle

1000 FT. (Min.)  
(2 Reference Markers)  
1 Mile (Max.)

**NYSDOT  
WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION  
OPERATION INVOLVING  
RIGHT SHOULDER CLOSURE  
(PAVED SHOULDER 8 FT. OR WIDER)  
ON  
FREEWAY OR EXPRESSWAY**

ROAD  
WORK  
AHEAD

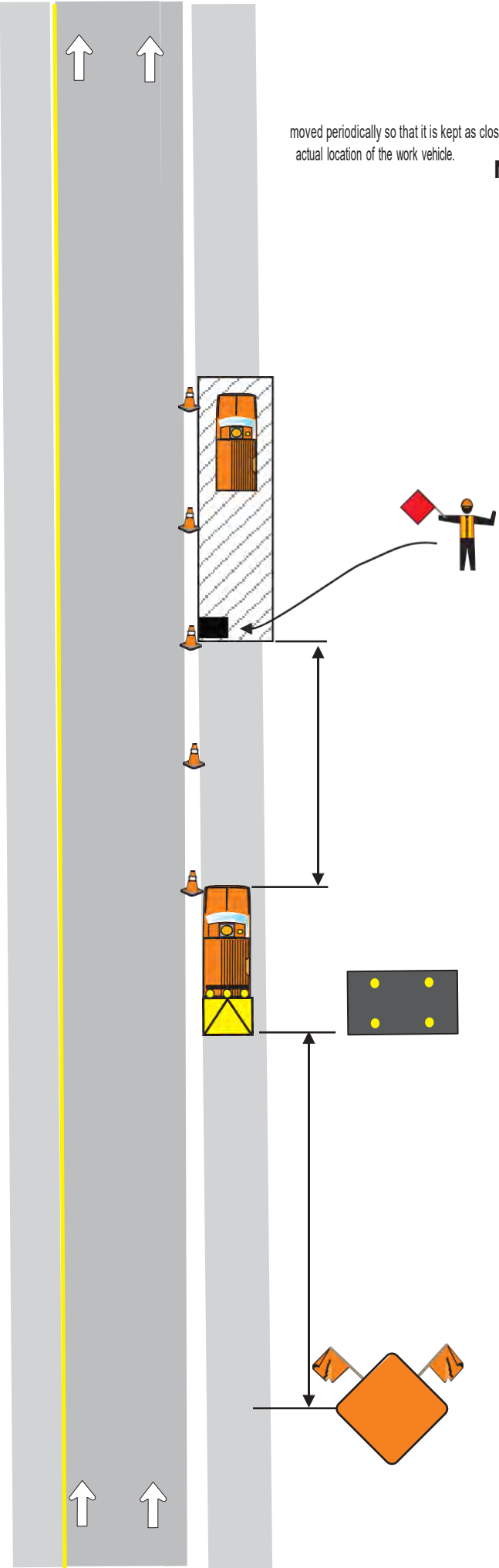
OR



Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be

moved periodically so that it is kept as close as practical to the actual location of the work vehicle.








**NOT TO SCALE**



# FREEWAY OR EXPRESSWAY

Notes:

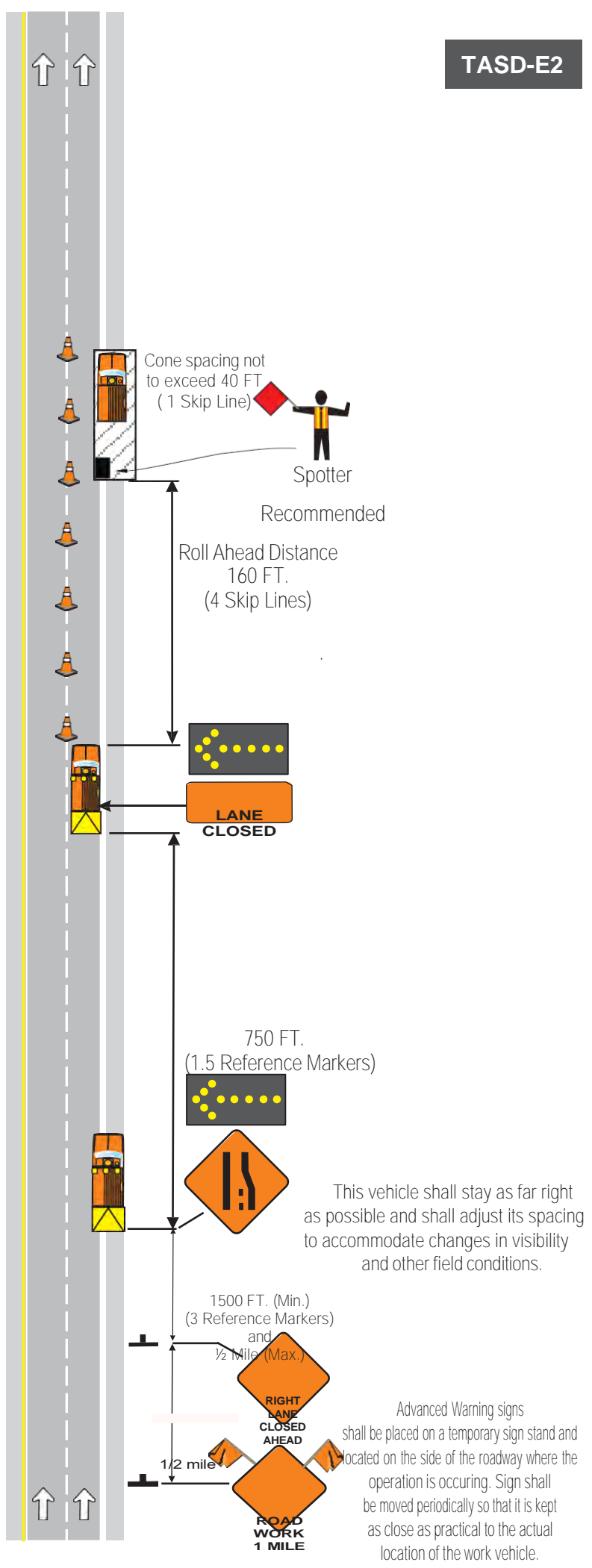
1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Right Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

	NYW8-33 48x24 in.		W20-5R 48x48 in.
	W20-1 48x48 in.	18"x18" (Minimum) Warning Flags	
	W4-2R 48x48 in.		
	Arrow	Panel	
	Work	Vehicle	
	Shadow/Barrier Vehicle with TMIA		

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
OPERATION INVOLVING  
**RIGHT SHOULDER CLOSURE**  
(PAVED SHOULDER LESS THAN 8 FT.)  
ON  
**FREEWAY OR EXPRESSWAY**

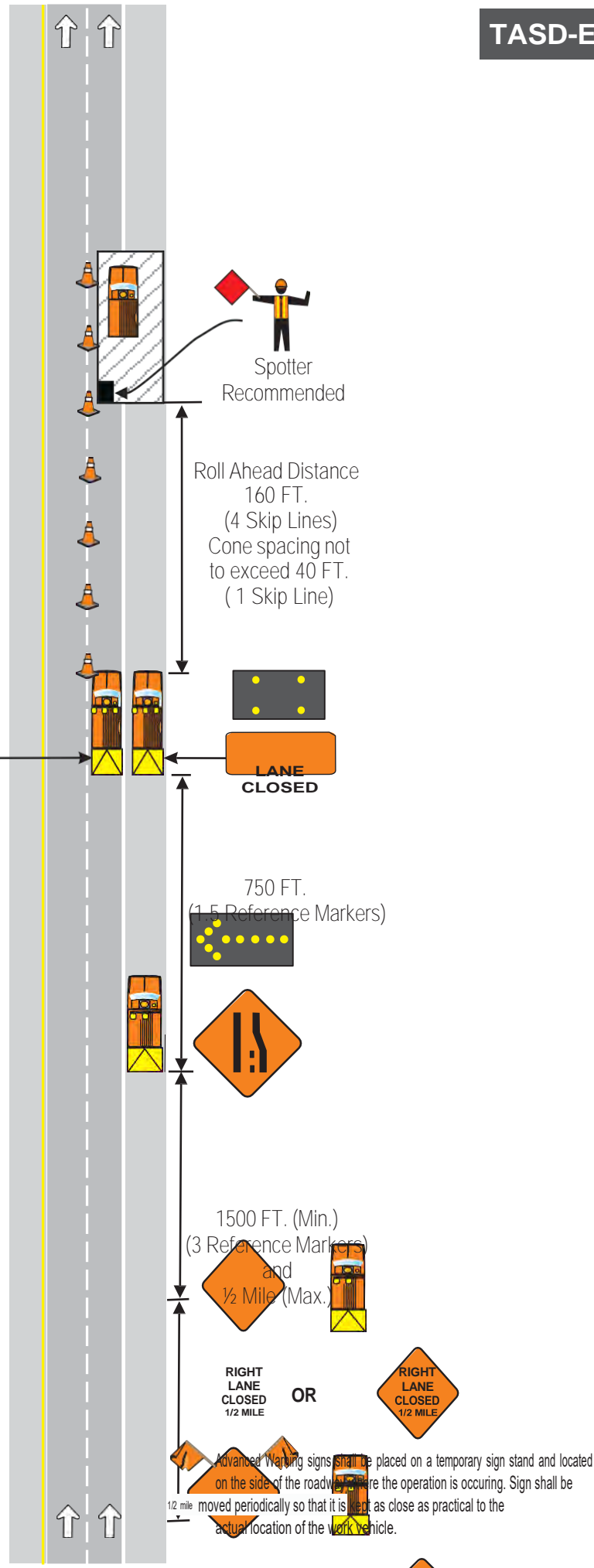
**OCTOBER 2010**



**FREEWAY OR EXPRESSWAY**

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Right Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. The Shadow Vehicle shall maintain the appropriate Roll-Ahead Distance, positioned parallel to traffic, parking brake set when possible, have the wheels aligned with the lane striping and lane to maintain lane discipline and to try to stay in lane if struck. Operators of Shadow Vehicles shall remain in the cab, with the lap/ shoulder belt and headrest properly adjusted.
5. Advanced Warning Vehicle may be occupied or unoccupied. If occupied, communication must be established with the work vehicle to ensure adequate spacing is maintained as the work progresses. The operator shall remain in the vehicle with the safety belt and headrest properly adjusted. The vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping and to maintain lane discipline and to stay in lane if struck. If unoccupied, the vehicle must be positioned parallel to traffic and have the wheels aligned with lanes striping. It must be placed in Neutral with the parking brake set (Park/2nd gear for engine off conditions).
6. There shall be no workers, equipment, or other vehicles in the roll ahead distance.



	NYW8-33 48x24 in.		
	W20-1 48x48 in. Warning Flags	18"x18" (Minimum)	
	W4-2R 48x48 in.		Arrow Panel (Caution Mode)
			Arrow Panel
	W20-5R 48x48 in.		Shadow/Barrier Vehicle with TMA
			Work Vehicle
			Advanced Warning Vehicle

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**








**SHORT DURATION**  
OPERATION INVOLVING  
**RIGHT LANE CLOSURE**  
(PAVED SHOULDER 8 FT. OR WIDER)  
ON

Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be moved periodically so that it is kept as close as practical to the actual location of the work vehicle.

# FREEWAY OR EXPRESSWAY

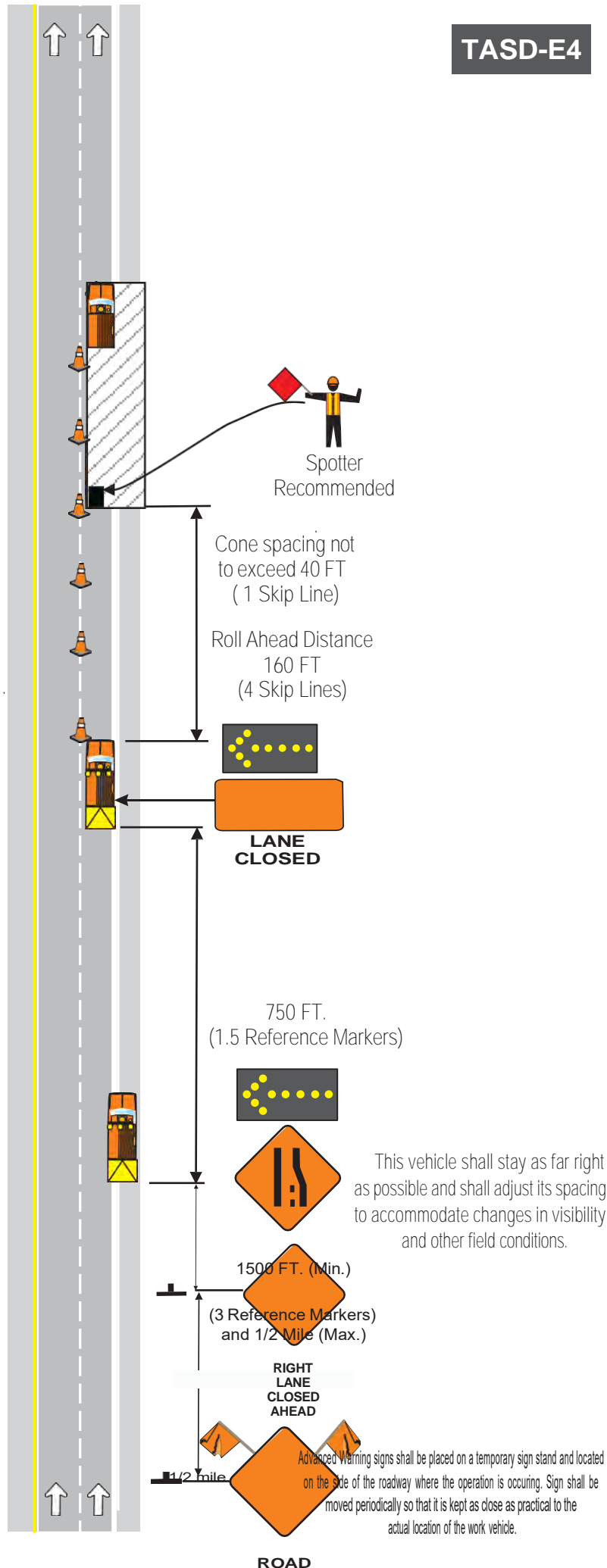
Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be recon'figured and adjusted to meet the requirements of the Short Term Stationary Right Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

	NYW8-33 48x24 in.
	W20-1 (18"x18" Minimum) 48x48 in. Warning Flags
	W4-2R 48x48 in.
	W20-5R 48x48 in.
	Arrow Panel
	Work Vehicle
	Shadow/Barrier Vehicle with TMIA

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
OPERATION INVOLVING  
**RIGHT LANE CLOSURE**  
(PAVED SHOULDER LESS THAN 8 FT.)  
ON  
**FREEWAY OR EXPRESSWAY**



**FREEWAY OR EXPRESSWAY**

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Right Two Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. The Shadow Vehicle shall maintain the appropriate Roll-Ahead Distance, positioned parallel to traffic, parking brake set when possible, have the wheels aligned with the lane striping and lane to maintain lane discipline and to try to stay in lane if struck. Operators of Shadow Vehicles shall remain in the cab, with the lap/ shoulder belt and headrest properly adjusted.
5. Advanced Warning Vehicle may be occupied or unoccupied. If occupied, communication must be established with the work vehicle to ensure adequate spacing is maintained as the work progresses. The operator shall remain in the vehicle with the safety belt and headrest properly adjusted. The vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping and to maintain lane discipline and to stay in lane if struck. If unoccupied, the vehicle must be positioned parallel to traffic and have the wheels aligned with lane striping. It must be placed in Neutral with the parking brake set (Park/2nd gear for engine off conditions).
6. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

Cone spacing not to exceed 40 FT (1 Skip Line)

Spotter Recommended

Roll Ahead Distance 160 FT. (4 Skip Lines)

Vehicle #7: Barrier Vehicle with TMA is required

**LANE CLOSED**

**LANE CLOSED**

750 FT. (1.5 Reference Markers)

**LANE CLOSED**



**LANE CLOSED**

750 FT. (1.5 Reference Markers)

1500 FT. (Min.) (3 Reference Markers) and 1/2 Mile (Max.)



OR



Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be moved periodically so that it is kept as close as practical to the actual location of the work vehicle.

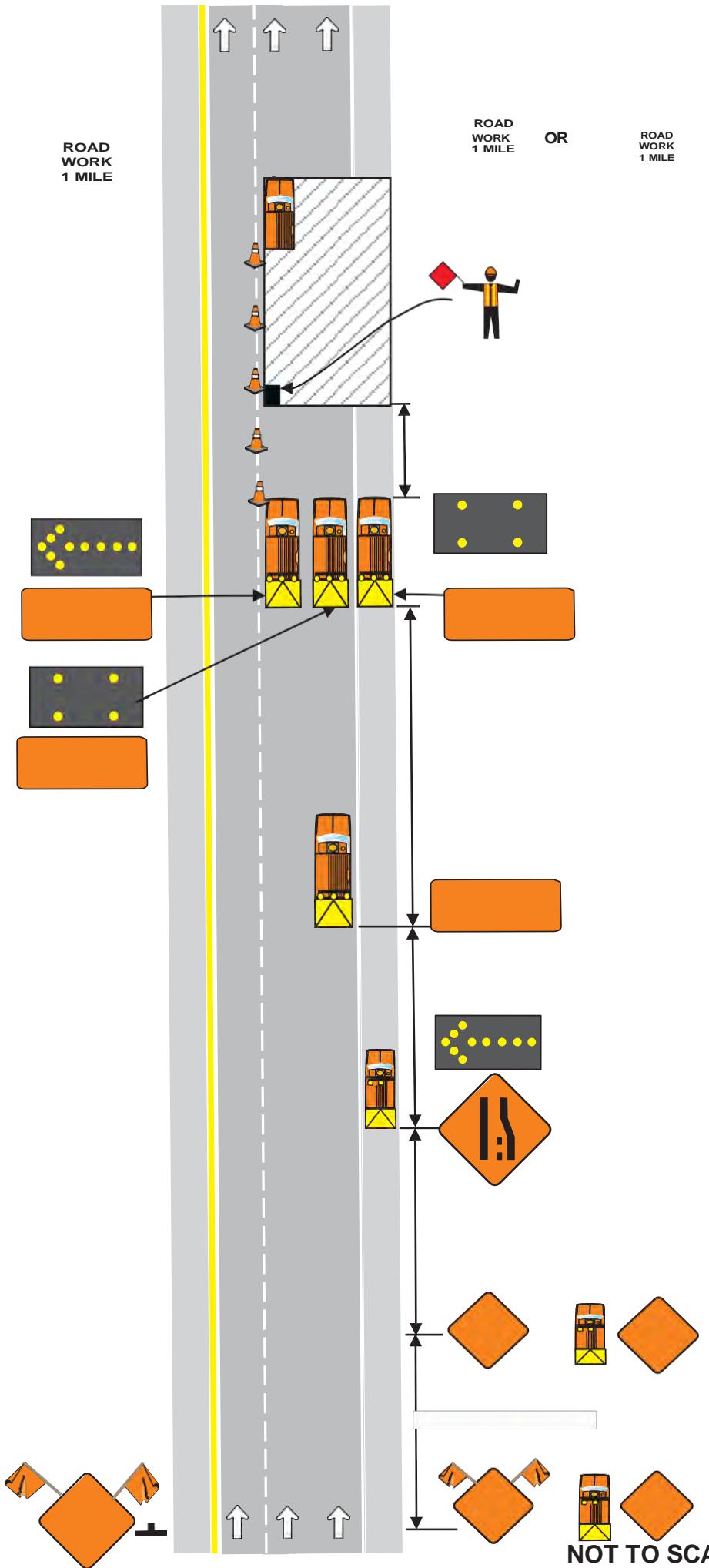
**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT DURATION**  
**OPERATION INVOLVING**  
**RIGHT TWO LANE CLOSURE**  
**(PAVED SHOULDER 8 FT. OR WIDER)**  
**ON**  
**FREEWAY OR EXPRESSWAY**  
**OCTOBER 2019**

ROAD WORK  
1 MILE

ROAD  
WORK  
1 MILE

OR

ROAD  
WORK  
1 MILE











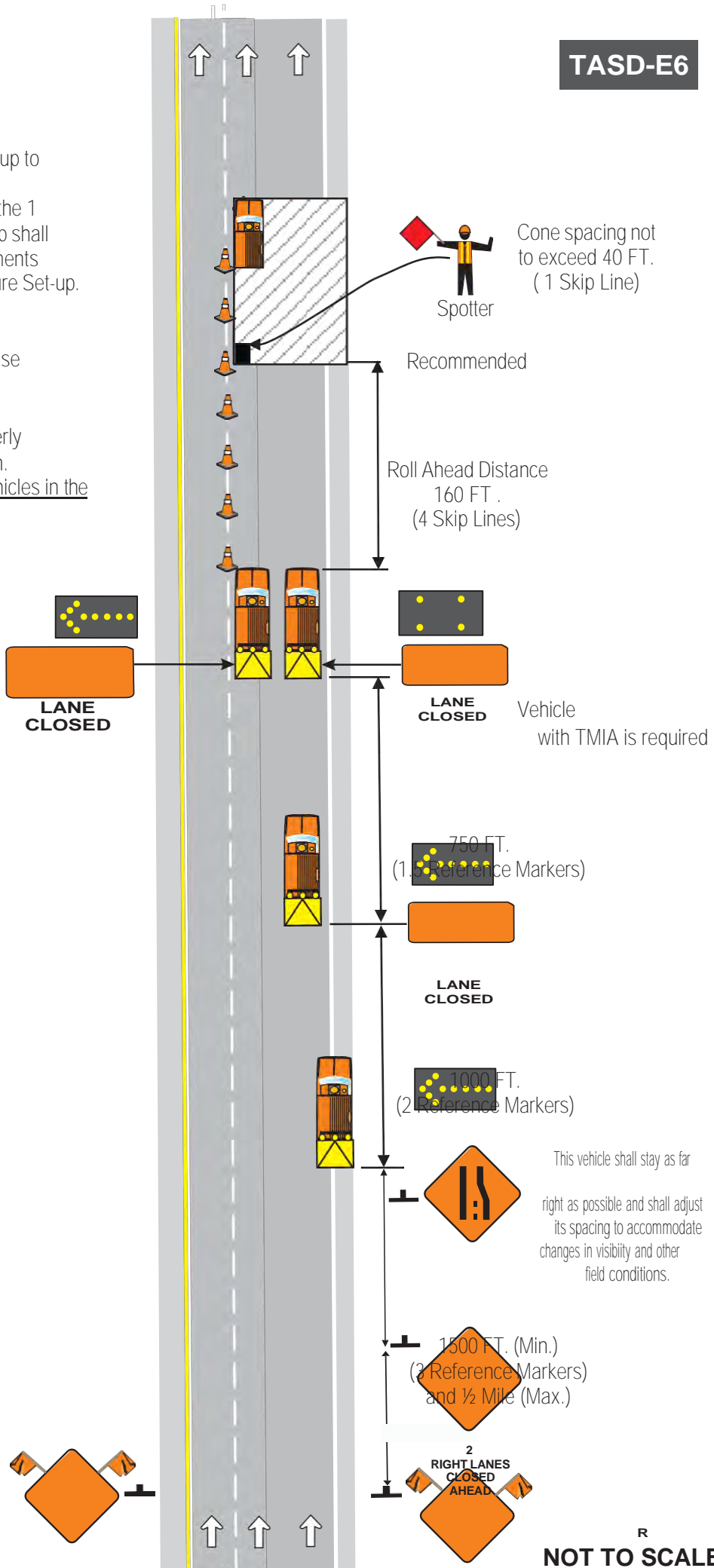
NOT TO SCALE

# FREEWAY OR EXPRESSWAY

**Notes:**

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Right Two Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

	NYW8-33 48x24 in.		W20-5aR 48x48 in.
	W20-1 48x48 in.	18"x18" (Minimum) Warning Flags	
	W4-2R 48x48 in.		
	Arrow Panel (Caution Mode)		
	Arrow Panel		
	Work Vehicle		
	Shadow/Barrier Vehicle with TMIA		



**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
 OPERATION INVOLVING  
**RIGHT TWO LANE CLOSURE**  
**(PAVED SHOULDER LESS THAN 8 FT.)**  
 ON  
**FREEWAY OR EXPRESSWAY**

# FREEWAY OR EXPRESWAY





Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Left Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

Spotter Recommended

Roll Ahead Distance  
160 FT  
(4 Skip Lines)

Cone spacing not to exceed 40 FT  
(1 Skip Line)

	NYW8-33 48x24 in.		W20-5L 48x48 in.
	W20-1 48x48 in.	18"x18" (Minimum)	
	W4-2L 48x48 in.	Warning Flags	



750 FT.  
(1.5 Reference Markers)



Arrow Panel



Work Vehicle



Shadow/Barrier Vehicle with TMIA



This vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changes in visibility and other field conditions.

1500 FT. (Min.)  
(3 Reference Markers)  
and 1/2 Mile (Max.)



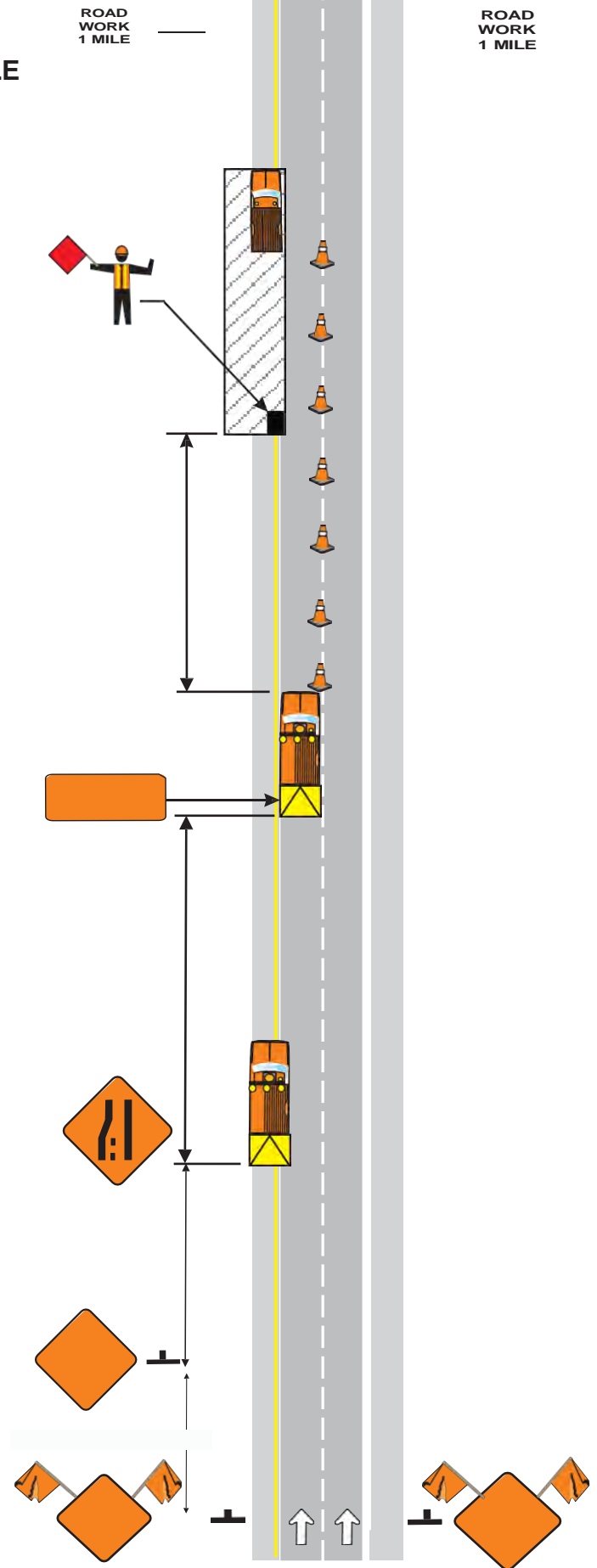
Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be moved periodically so that it is kept as close as practical to the actual location of the work vehicle.

1/2 mile

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
OPERATION INVOLVING  
**LEFT SHOULDER CLOSURE**  
**(PAVED SHOULDER LESS THAN 8 FT.)**  
ON  
**FREEWAY OR EXPRESWAY**

NOT TO SCALE



# FREEWAY OR EXPRESWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Left Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

Spotter Recommended

Roll Ahead Distance  
160 FT  
(4 Skip Lines)

Cone spacing not to exceed 40 FT  
(1 Skip Line)

**LANE CLOSED**

750 FT.  
(1.5 Reference Markers)

1500 FT. (Min.)  
(3 Reference Markers)  
and 1/2 Mile (Max.)

**LEFT  
LANE  
CLOSED  
AHEAD**

1/2 Mile



NYW8-33  
48x24 in.



W20-5L  
48x48 in.



W20-1  
48x48 in. (Minimum)

Warning Flags



W4-2L  
48x48 in.



Arrow Panel



Work Vehicle



Shadow/Barrier Vehicle with TMIA

This vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changes in

visibility and other field conditions.

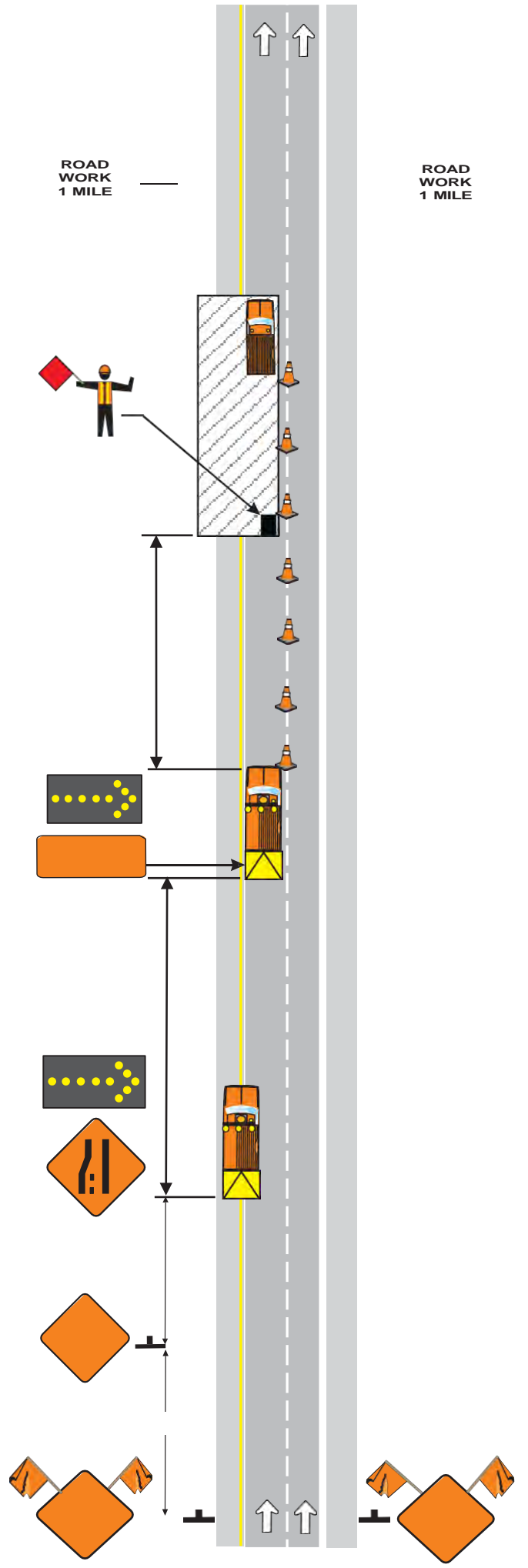
1500 FT. (Min.)  
(3 Reference Markers)  
and 1/2 Mile (Max.)

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION  
OPERATION INVOLVING  
LEFT LANE CLOSURE  
(PAVED SHOULDER LESS THAN 8 FT.)  
ON  
FREEWAY OR EXPRESWAY**

Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be moved periodically so that it is kept as close as practical to the actual location of the work vehicle.

NOT TO SCALE



# FREEWAY OR EXPRESSWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Left Two Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.

Spotter Recommended

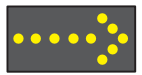
Roll Ahead Distance  
160 FT  
(4 Skip Lines)  
Cone spacing not to exceed 40 FT  
(1 Skip Line)



NYW8-33  
48x24 in.



LANE CLOSED



LANE CLOSED



W20-1

18"x18"  
(Minimum)

48x48 in. Warning Flags



W20-5aL  
48x48 in.



W4-2L  
48x48 in.

750 FT.  
(1.5 Reference Markers)

LANE CLOSED



Arrow Panel  
(Caution Mode)



Arrow panel



Work Vehicle

1000 FT  
(2 Reference Markers)



Shadow/Barrier Vehicle with TMIA

This vehicle shall stay as far left as possible and shall adjust its spacing to accommodate changes in visibility and other field conditions.

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
OPERATION INVOLVING  
**LEFT TWO LANE CLOSURE**  
**(PAVED SHOULDER LESS THAN 8 FT.)**  
ON  
**FREEWAY OR EXPRESSWAY**

**OCTOBER 2019**      **TASD-E9**

1500 FT. (Min.)  
(3 Reference Markers)  
and 1/2 Mile (Max.)



Advanced Warning signs shall be placed on a temporary sign stand and located on the side of the roadway where the operation is occurring. Sign shall be moved periodically so that it is

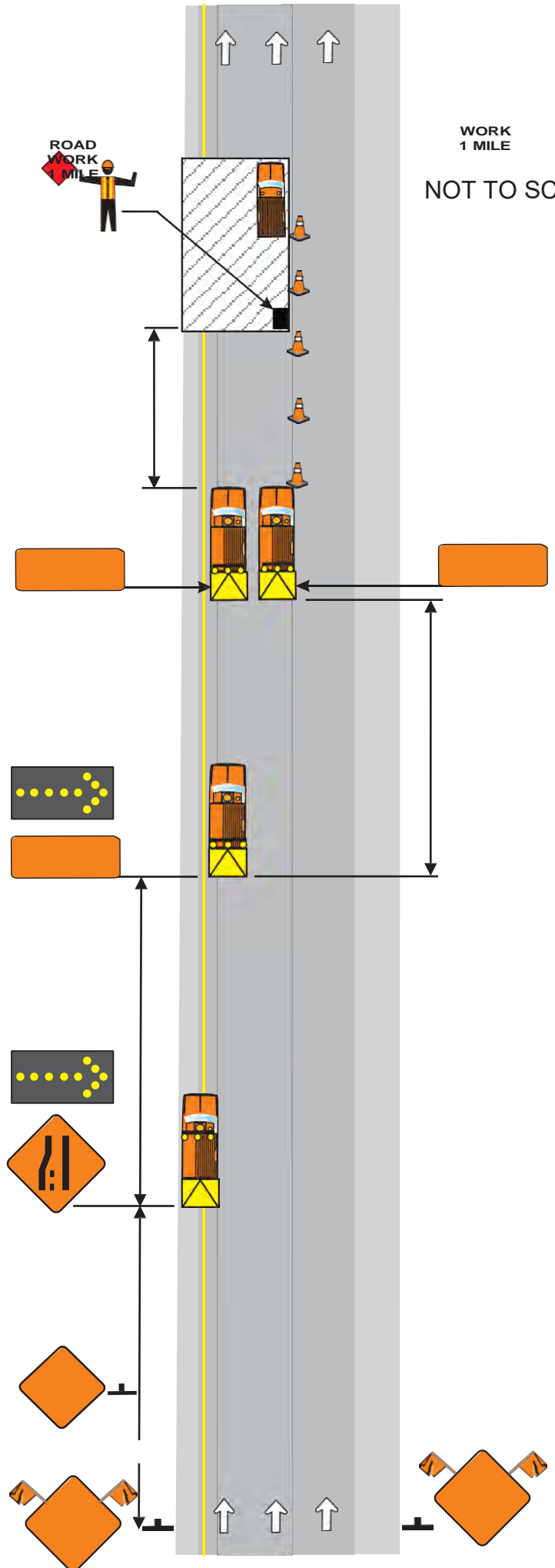
1/2 Mile

ROAD

kept as close as practical to the actual location of the work vehicle.

ROAD WORK MILE

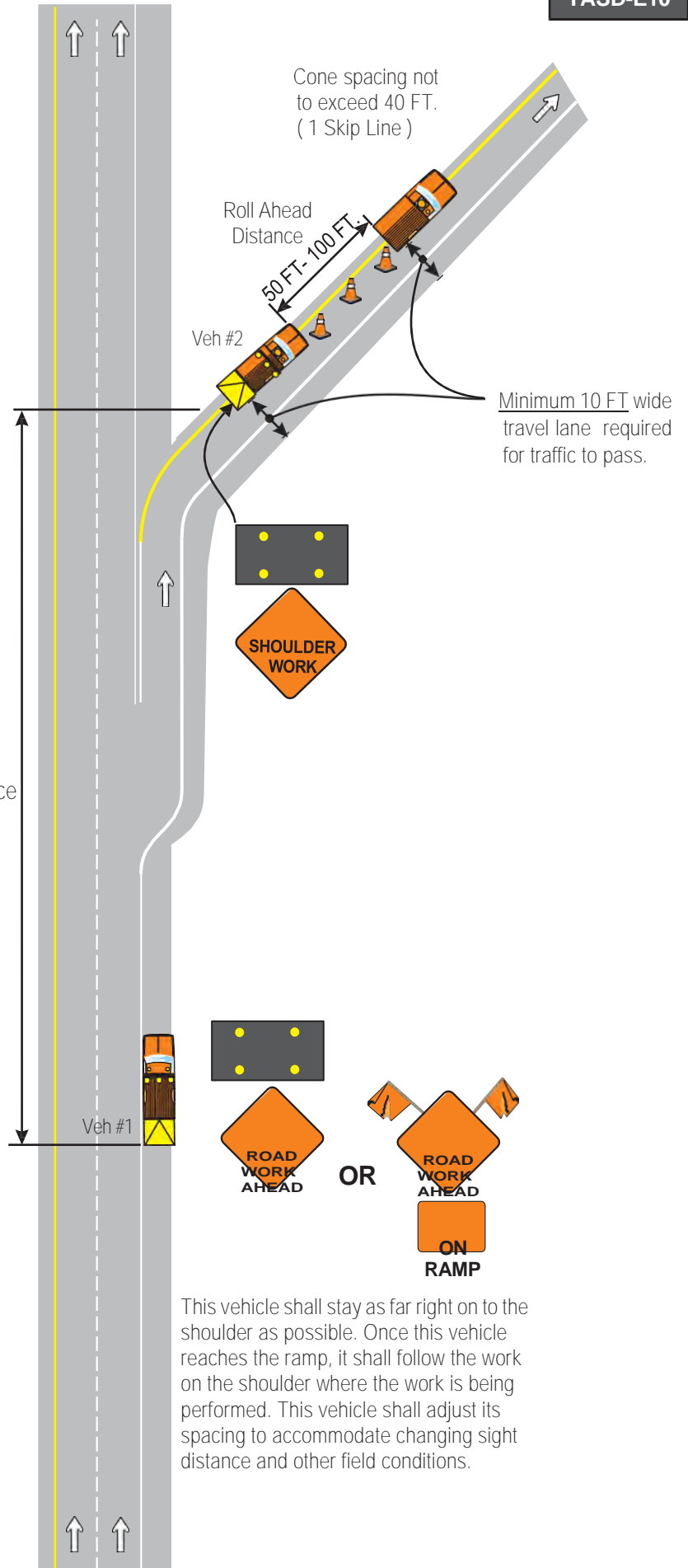
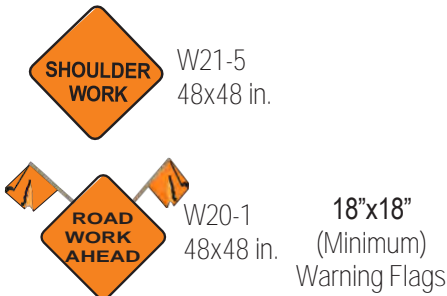
WORK 1 MILE  
NOT TO SCALE



# FREEWAY OR EXPRESSWAY

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Operation Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.



This vehicle shall stay as far right on to the shoulder as possible. Once this vehicle reaches the ramp, it shall follow the work on the shoulder where the work is being performed. This vehicle shall adjust its spacing to accommodate changing sight distance and other field conditions.

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**

**SHORT DURATION**  
 OPERATION INVOLVING  
**SHOULDER CLOSURE**  
**ON EXIT RAMP**  
 ON  
**FREEWAY OR EXPRESSWAY**

**PARKWAY**

Notes:

1. Short duration is work that occupies a location for up to 1 hour.
2. Should the work duration continue on longer than the 1 hour Maximum the Work Zone Traffic Control Setup shall be reconfigured and adjusted to meet the requirements of the Short Term Stationary Right Lane Closure Set-up.
3. Safety in a short duration operation should not be compromised by using fewer devices simply because the operation will frequently change its location.
4. Operator of the barrier vehicle shall remain seated inside the cab with seatbelt on and headrest properly adjusted for the entire duration of the operation.
5. There shall be no workers, equipment, or other vehicles in the roll ahead distance.
6. This typical shows set up for right lane closure. Similar set up can be used for left lane closure with appropriate lane closure signs.

Spotter Recommended

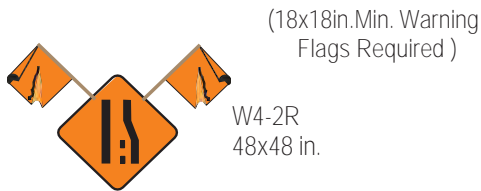
Speed Limit (MPH)	Merging Taper Lengths Based on Lane Shift			Shoulder Taper from 4'-6' Shift
	10'	11'	12'	
45	450'	495'	540'	60'-90'
50	500'	550'	600'	70'-100'
55	550'	605'	660'	75'-110'
65	650'	715'	760'	90'-130'

Cone spacing not to exceed 40 FT. (1 Skip Line)

Roll Ahead Distance  
160 FT.  
(4 Skip Lines)



Veh #1



Cone spacing not to exceed 40 FT. (1 Skip Line)

Taper Length (See Table)

500 FT  
(1 Reference Marker)



Work Area



See Note 6



1500 FT.  
(3 Reference Markers)

**WORK ZONE TRAFFIC CONTROL**

**RIGHT LANE**

**1 MILE**

**CLOSED 1/2 MILE**

**SHORT DURATION OPERATION INVOLVING RIGHT (OR LEFT) LANE CLOSURE**

1/2 Mile

(GRASS SHOULDER OR NO SHOULDER LESS THAN 8 FT.)

ON

**PARKWAY**

**ROAD WORK**

**ROAD WORK 1 MILE**

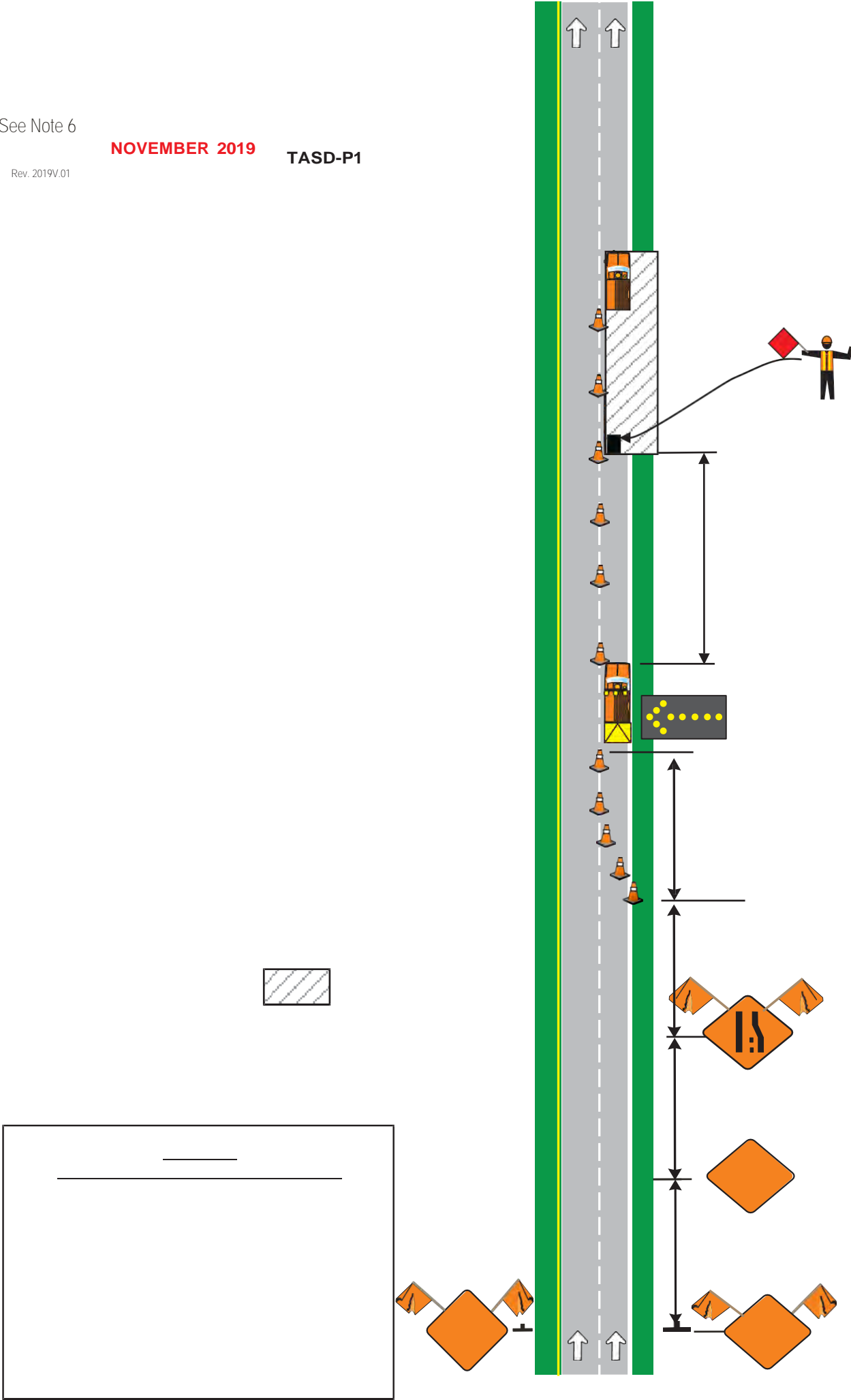
See Note 6

NOVEMBER 2019

TASD-P1

Rev. 2019V.01

NOT TO SCALE



# CONVENTIONAL ROADWAY

TAST-C1

Notes:

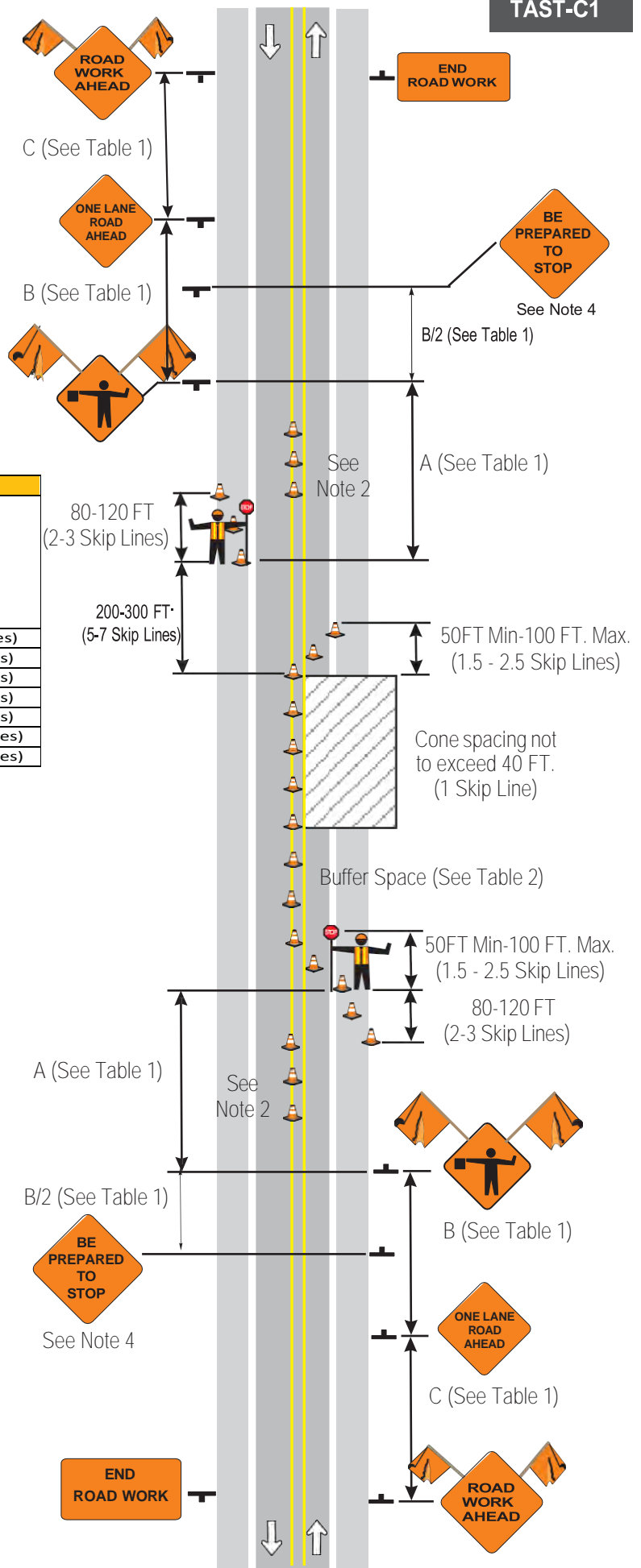
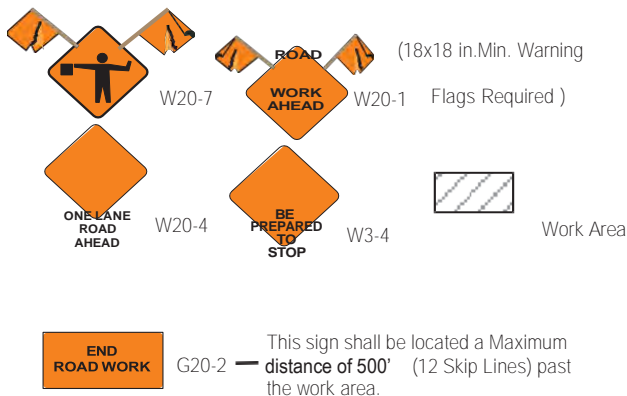
1. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
2. Centerline cones may be added to enhance the visibility of the flagger station. If cones are used, place them 100 ft. (minimum) from flagger.
3. Flagger Symbol Sign (W20-7) and "ONE LANE ROAD AHEAD" Sign (W20-4) shall be removed, covered or turned away from road users when flagging operations are not occurring.
4. Should the traffic queue prior to the advance warning signs, the "BE PREPARED TO STOP" sign can be added to the sign series at location shown or the entire advance warning sign series shall be moved to a location prior to the queued traffic.
5. If condition warrants, Barrier Vehicle with appropriate roll ahead distance may be used in advance of the work area. To use Barrier Vehicle, Buffer Space shall be provided accordingly.
6. For moving flagging operation, refer to TAST-CMF.

TABLE 1: ADVANCE WARNING SIGN SPACING				
Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS		
		A (FT.)	B (FT.)	C (FT.)
URBAN LOW (≤30 MPH)	30	100	100	100
URBAN (35-40 MPH)	35	200	200	200
	40			
URBAN HIGH (≥45 MPH)	45	350	350	350
RURAL		500	500	500

TABLE 2	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT
25	155 (~4 Skip Lines)
30	200 (~5 Skip Lines)
35	250 (~6 Skip Lines)
40	305 (~8 Skip Lines)
45	360 (~9 Skip Lines)
50	425 (~11 Skip Lines)
55	495 (~13 Skip Lines)

TABLE 3: REQUIRED SIGN SIZES*		
SIGN	CONVENTIONAL HIGHWAY	FREEWAY/EXPRESSWAY
W20-7	36X36 in.	48X48 in.
W20-1	36X36 in.	48X48 in.
W20-4	36X36 in.	48X48 in.
W3-4	36X36 in.	48X48 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.



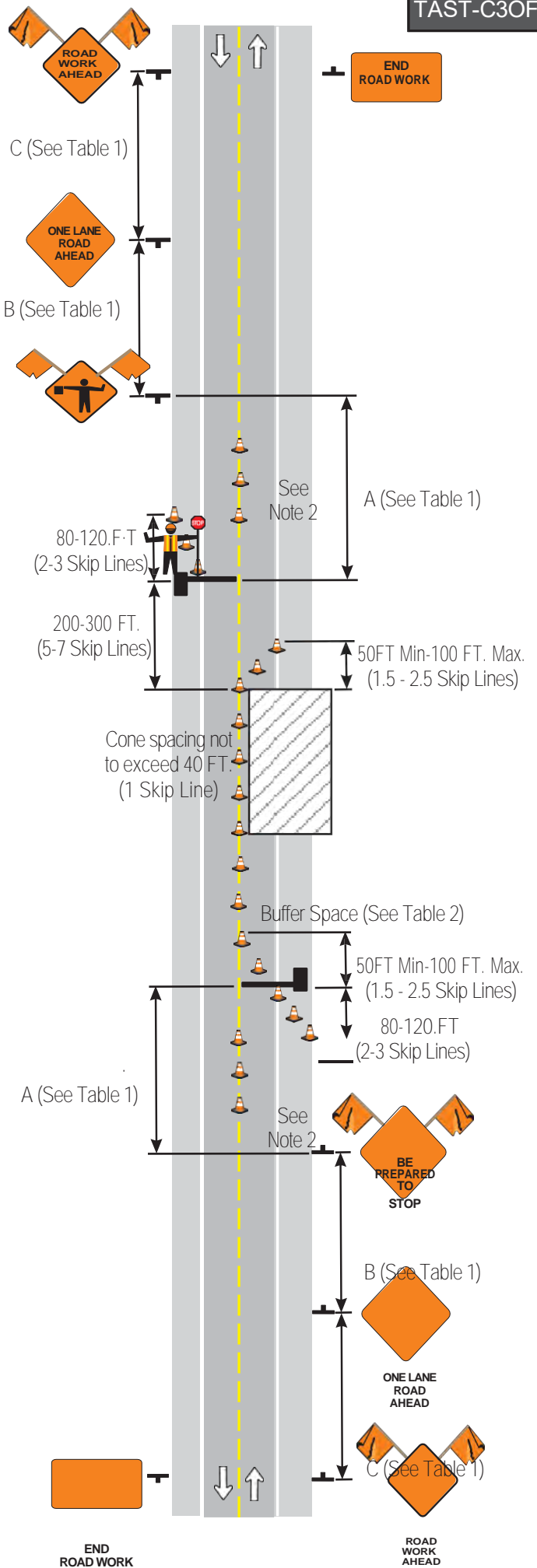


# CONVENTIONAL ROADWAY

Notes:

1. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
2. This typical application shall be used with both Red/Yellow Lens Automated Flagger Assistance Devices (AFAD) and STOP/SLOW AFADs.
3. AFADs shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled.
4. The operator of the AFAD SHALL:
  - a. Be trained on the operation of the model AFAD they are using,
  - b. Have an unobstructed view of the AFAD,
  - c. Have an unobstructed view of approaching traffic in BOTH directions, and
  - d. Not leave the AFAD(s) unattended at any time while the AFAD(s) is being used.
5. The AFAD shall be placed on the shoulder adjacent to the travel lane ensuring that the gate arm reaches at least to the center of the lane being controlled.
6. Cones/drums may be placed on the shoulder and/or centerline to assist/guide road users with proper lane position/alignment.
7. The operator of the AFAD shall not display the AFAD's SLOW face or Yellow lens phase until all oncoming vehicles have cleared the one-lane portion of the work zone.
8. The operator of the AFAD shall maintain verbal and/or visual (in the absence of two-way radios) contact with the flagger.
9. "Flagger Symbol Sign" (W20-7), "BE PREPARED TO STOP" Sign (W3-4) and "ONE LANE ROAD AHEAD" Sign (W20-4) shall be removed, covered or turned away from road users when flagging operations are not occurring.
10. Appropriate flagger tools (STOP/SLOW paddle, red flag, high visibility apparel, etc.) shall be on-site, available and ready to use in the event of an AFAD malfunction or traffic volumes exceed the capability of the AFAD to effectively control traffic.

TAST-C30F



**TABLE 1 : ADVANCE WARNING SIGN SPACING**

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS		
		A (FT.)	B(FT.)	C(FT.)
URBAN LOW (≤30 MPH)	30	100	100	100
URBAN (35-40 MPH)	35	200	200	200
	40			
URBAN HIGH (≥45MPH)	45	350	350	350
RURAL		500	500	500

**TABLE 2**

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT
25	155 (~4 Skip Lines)
30	200 (~5 Skip Lines)
35	250 (~6 Skip Lines)
40	305 (~8 Skip Lines)
45	360 (~9 Skip Lines)
50	425 (~11 Skip Lines)
55	495 (~13 Skip Lines)

**TABLE 3: REQUIRED SIGN SIZES\***

SIGN	CONVENTIONAL HIGHWAY	FREEWAY/EXPRESSWAY
W20-7	36X36 in.	48X48 in.
W20-1	36X36 in.	48X48 in.
W20-4	36X36 in.	48X48 in.
W3-4	36X36 in.	48X48 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.

Automated Flagger Device

ONE LANE ROAD AHEAD W20-4

Work Area

END ROAD WORK G20-2 This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

ROAD WORK AHEAD W20-1

BE PREPARED TO STOP W3-4

FLAGGER SYMBOL SIGN W20-7 (18x18in. Min Warning Flags Required)

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
 OPERATION INVOLVING  
**DAYTIME**  
**LANE CLOSURE WITH ONE**  
**AUTOMATED FLAGGER**  
**ASSISTANCE DEVICE & ONE FLAGGER**  
**ON CONVENTIONAL ROADWAY**

# CONVENTIONAL ROADWAY

## Notes:

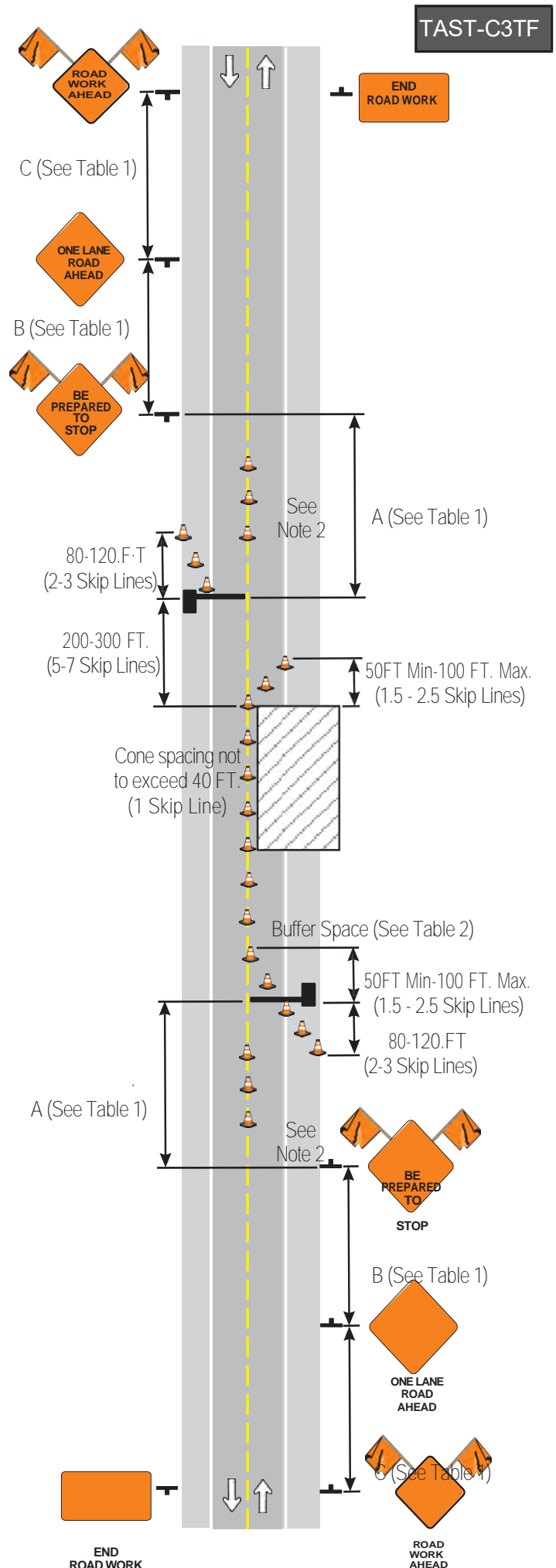
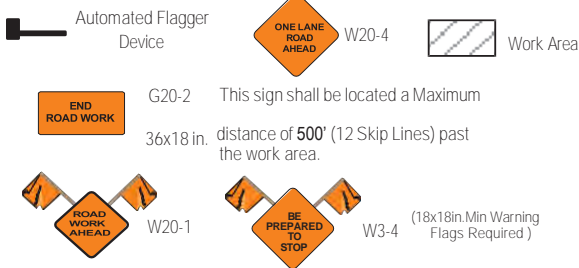
- In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
- This typical application shall be used with both Red/Yellow Lens Automated Flagger Assistance Devices (AFAD) and STOP/SLOW AFADs.
- AFADs shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled.
- The operator of the AFAD SHALL:
  - Be trained on the operation of the model AFAD they are using,
  - Have an unobstructed view of the AFAD,
  - Have an unobstructed view of approaching traffic in BOTH directions, and
  - Not leave the AFAD(s) unattended at any time while the AFAD(s) is being used.
- The AFAD shall be placed on the shoulder adjacent to the travel lane ensuring that the gate arm reaches at least to the center of the lane being controlled.
- Cones/drums may be placed on the shoulder and/or centerline to assist/guide road users with proper lane position/alignment.
- The operator of the AFAD shall not display the AFAD's SLOW face or Yellow lens phase until all oncoming vehicles have cleared the one-lane portion of the work zone.
- "BE PREPARED TO STOP" Sign (W3-4) and "ONE LANE ROAD AHEAD" Sign (W20-4) shall be removed, covered or turned away from road users when flagging operations are not occurring.
- Appropriate flagger tools (STOP/SLOW paddle, red flag, high visibility apparel, etc.) shall be on-site, available and ready to use in the event of an AFAD malfunction or traffic volumes exceed the capability of the AFAD to effectively control traffic.

TABLE 1 : ADVANCE WARNING SIGN SPACING				
Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS		
		A (FT.)	B (FT.)	C (FT.)
URBAN LOW (≤30 MPH)	30	100	100	100
URBAN (35-40 MPH)	35	200	200	200
	40			
URBAN HIGH (≥45 MPH)	45	350	350	350
RURAL		500	500	500

TABLE 2	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT
25	155 (~4 Skip Lines)
30	200 (~5 Skip Lines)
35	250 (~6 Skip Lines)
40	305 (~8 Skip Lines)
45	360 (~9 Skip Lines)
50	425 (~11 Skip Lines)
55	495 (~13 Skip Lines)

TABLE 3: REQUIRED SIGN SIZES*		
SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-7	36X36 in.	48X48 in.
W20-1	36X36 in.	48X48 in.
W20-4	36X36 in.	48X48 in.
W3-4	36X18 in.	48X48 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways



**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
 OPERATION INVOLVING  
**DAYTIME**  
**LANE CLOSURE WITH TWO**  
**AUTOMATED FLAGGER**  
**ASSISTANCE DEVICES**  
**ON CONVENTIONAL ROADWAY**  
**DECEMBER 2019**

# CONVENTIONAL ROADWAY

TAST-C4

Notes:

- Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
- The Barrier Vehicle (and Advance Warning Vehicle(s) where appropriate) shall maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park / Neutral), have the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.
- There shall be no workers, equipment or other vehicles in the buffer space or the roll ahead distance.

**TABLE 1: ADVANCE WARNING SIGN SPACING**

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS	
		A (FT.)	B(FT.)
URBAN LOW (≤30 MPH)	30	100	100
URBAN (35-40 MPH)	35	200	200
	40		
URBAN HIGH (≥45MPH)	45	350	350
RURAL		500	500

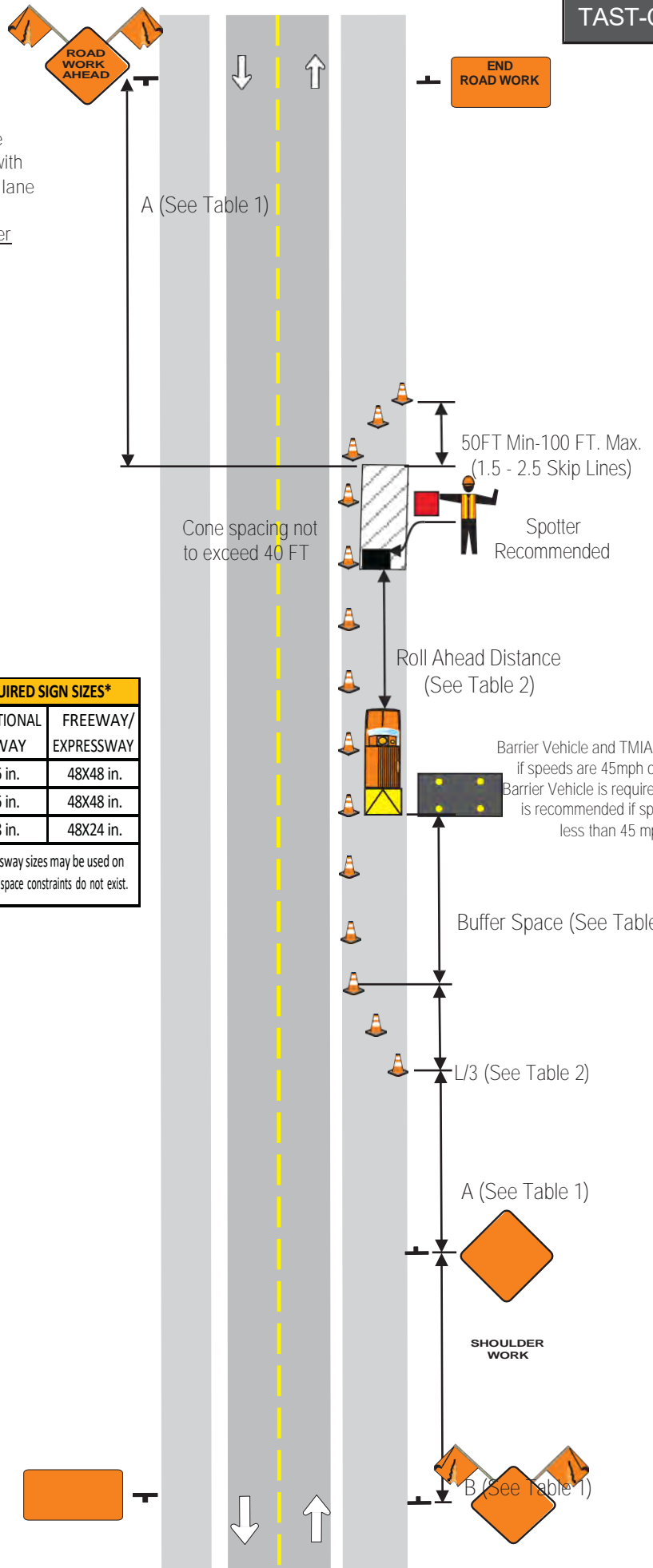
**TABLE 2**

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT	ROLL AHEAD DISTANCE IN FT		SHOULDER TAPER : L/3 (IN FT.) /# SKIP LINES/# OF CONES	
		MIN	MAX	FOR SHOULDER WIDTH	
				Less than 8 FT. (MIN -MAX)	8 FT OR WIDER
25	155 (~4 Skip Lines)	50	100	20/1/2	40/1/2
30	200 (~5 Skip Lines)			20/1/2	40/1/2
35	250 (~6 Skip Lines)			40/1/2	60/2/3
40	305 (~8 Skip Lines)	75	150	40/1/2	60/2/3
45	360 (~9 Skip Lines)			60/2/3	100/3/4
50	425 (~11 Skip Lines)			80/2/3	100/3/4
55	495 (~13 Skip Lines)	100	200	80/2/3	120/3/4
				140/4/5	160/4/5

**TABLE 3: REQUIRED SIGN SIZES\***

SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-1	36X36 in.	48X48 in.
W21-5	36X36 in.	48X48 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.



**G20-2** This sign shall be located a Maximum distance of **500'** (12 Skip Lines) past the work area.

**END ROAD WORK** (Rectangular sign)

**ROAD WORK AHEAD** (Diamond sign) (18x18in. Min Warning Flags Required)

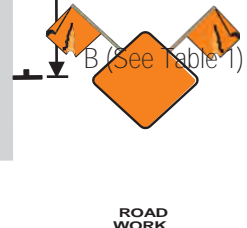
**SHOULDER WORK** (Diamond sign) **W21-5**

**Work Area** (Hatched rectangle)

**Arrow Panel (Caution Mode)** (Rectangular panel with arrows)

**Barrier Vehicle with TMIA** (Truck icon)

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
 OPERATION INVOLVING  
**SHOULDER CLOSURE**  
**WITHOUT LANE ENCROACHMENT**  
 ON  
**TWO LANE CONVENTIONAL ROADWAY**



# CONVENTIONAL ROADWAY

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
3. The Barrier Vehicle (and Advance Warning Vehicle(s) where appropriate) shall maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park / Neutral), have the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.
4. There shall be no workers, equipment or other vehicles in the buffer space or the roll ahead distance.

TABLE 1 : ADVANCE WARNING SIGN SPACING

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS		
		A (FT.)	B(FT.)	C(FT.)
URBAN LOW (≤30 MPH)	30	100	100	100
URBAN (35-40 MPH)	35	200	200	200
	40			
URBAN HIGH (≥45MPH)	45	350	350	350
RURAL		500	500	500

TABLE 2

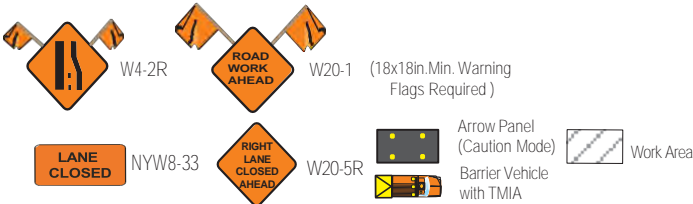
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT	ROLL AHEAD DISTANCE IN FT		LANE TAPER : L (IN FT.) /# SKIP LINES/# OF CONES			SHOULDER TAPER : L/3 (IN FT.) /# SKIP LINES/# OF CONES
		MIN	MAX	FOR LANE WIDTH			FOR SHOULDER WIDTH
				10 FT	11 FT	12 FT	Less than 8 FT. (MIN - MAX)
25	155 (~4 Skip Lines)	50	100	120/3/4	120/3/4	140/3/5	20/1/2 - 40/1/2
30	200 (~5 Skip Lines)			160/4/5	180/5/6	180/5/6	20/1/2 - 40/1/2
35	250 (~6 Skip Lines)			220/6/7	240/6/7	260/7/8	40/1/2 - 60/2/3
40	305 (~8 Skip Lines)			280/7/8	300/8/9	320/8/9	40/1/2 - 60/2/3
45	360 (~9 Skip Lines)	75	150	460/12/12	500/13/13	540/14/14	60/2/3 - 100/3/4
50	425 (~11 Skip Lines)			500/13/14	560/14/15	600/15/16	80/2/3 - 100/3/4
55	495 (~13 Skip Lines)	100	200	560/14/15	620/16/17	660/17/18	80/2/3 - 120/3/4

TABLE 3: REQUIRED SIGN SIZES\*

SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-1	36X36 in.	48X48 in.
W20-5R	36X36 in.	48X48 in.
W4-2R	36X36 in.	48X48 in.
NYW8-33	48x24 in.	48x24 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.

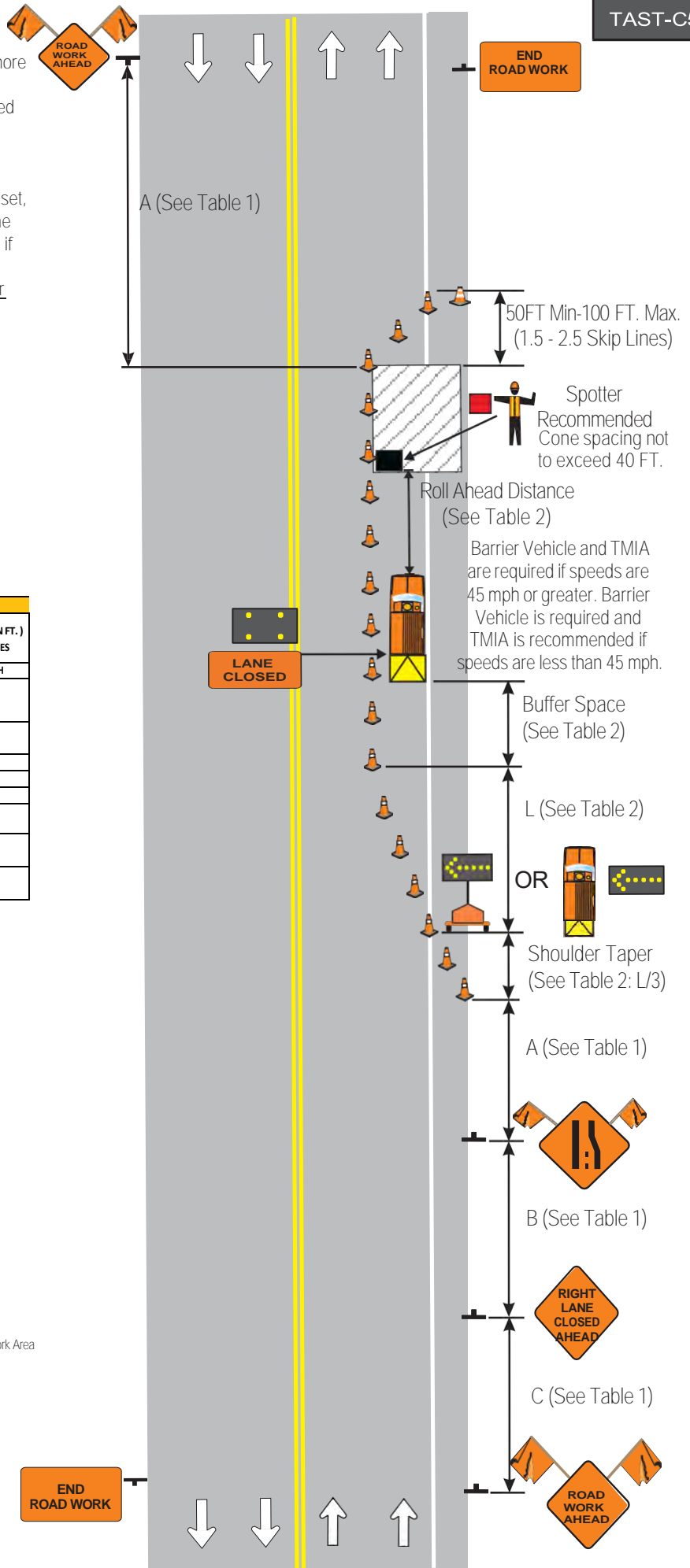
END ROAD WORK G20-2 This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.



**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
 OPERATION INVOLVING  
**RIGHT LANE CLOSURE**  
 (PAVED SHOULDER LESS THAN 8FT.)  
 ON  
**MULTI-LANE TWO-WAY**  
**CONVENTIONAL ROADWAY**

DECEMBER 2019 TAST-C5

Rev. 2019V.01



NOT TO SCALE

# CONVENTIONAL ROADWAY

## Notes:

- Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
- In urban conditions, advance warning sign spacing may be adjusted in order to accommodate side streets and driveways.
- There shall be no workers, equipment or other vehicles in the buffer space or the roll ahead distance.
- The Barrier Vehicle (and Advance Warning Vehicle(s) where appropriate) shall maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park / Neutral), have the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.
- If using BOTH a Barrier Vehicle and a Buffer Space, first place the Barrier Vehicle at the required roll-ahead distance from the work area, and the provide as much Buffer Space as practical.
- Depending upon the activity being performed and the work space needed for the operation, closing adjacent lane should be considered.

**TABLE 1: ADVANCE WARNING SIGN SPACING**

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS	
		A (FT.)	B (FT.)
URBAN LOW (≤30 MPH)	30	100	100
	35	200	200
URBAN (35-40 MPH)	40	200	200
URBAN HIGH (≥45 MPH)	45	350	350
	RURAL	500	500

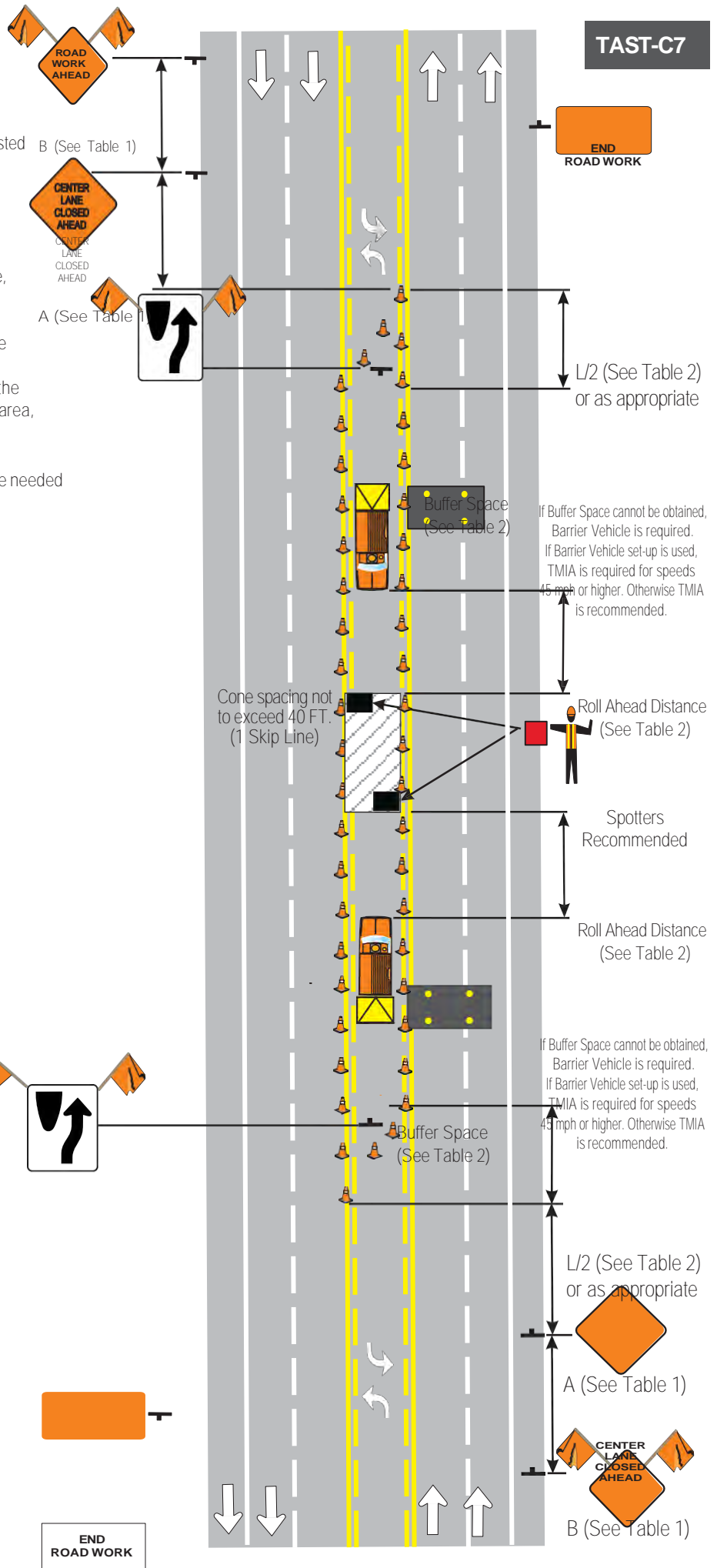
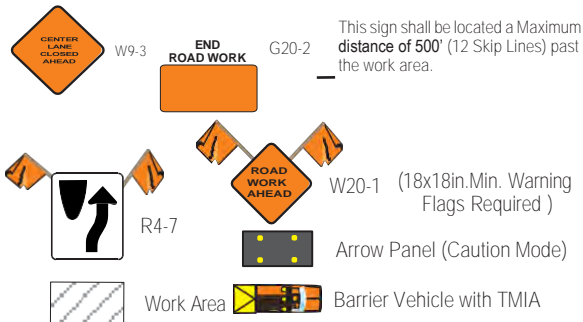
**TABLE 2**

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT	ROLL AHEAD DISTANCE IN FT		LANE TAPER : L (IN FT.) / # SKIP LINES/# OF CONES		
		MIN	MAX	FOR LANE WIDTH		
				10 FT	11 FT	12 FT
25	155 (~4 Skip Lines)	50	100	120/3/4	120/3/4	140/3/5
30	200 (~5 Skip Lines)			160/4/5	180/5/6	180/5/6
35	250 (~6 Skip Lines)			220/6/7	240/6/7	260/7/8
40	305 (~8 Skip Lines)			280/7/8	300/8/9	320/8/9
45	360 (~9 Skip Lines)	75	150	460/12/12	500/13/13	540/14/14
50	425 (~11 Skip Lines)			500/13/14	560/14/15	600/15/16
55	495 (~13 Skip Lines)			560/14/15	620/16/17	660/17/18

**TABLE 3: REQUIRED SIGN SIZES\***

SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-1	36X36 in.	48X48 in.
W9-3	36X36 in.	48X48 in.
R4-7	24X30 in.	36X48 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.



# CONVENTIONAL ROADWAY

Notes:

- Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
- In urban conditions, advance warning sign spacing may be reduced to a 100 FT. (Min.) in order to accommodate side streets and driveways.
- There shall be no workers, equipment or other vehicles in the buffer space or the roll ahead distance.
- The Barrier Vehicle shall maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park/Neutral), have the wheels aligned with lane striping and lane to maintain lane discipline and to stay in lane if struck.
- Barrier Vehicle and TMIA are required if speeds are 45 mph or higher. Barrier Vehicle is required and TMIA is recommended if speeds are less than 45 mph.
- Side road traffic control may be modified depending on available site distance.

TABLE 1: ADVANCE WARNING SIGN SPACING

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS		
		A (FT.)	B(FT.)	C(FT.)
URBAN LOW (≤30 MPH)	30	100	100	100
URBAN (35-40 MPH)	35	200	200	200
	40			
URBAN HIGH (≥45MPH)	45	350	350	350
RURAL		500	500	500

TABLE 2

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT	ROLL AHEAD DISTANCE IN FT		LANE TAPER : L (IN FT.) /# SKIP LINES/# OF CONES			SHOULDER TAPER : L/3 (IN FT.) /# SKIP LINES/# OF CONES	
		MIN	MAX	FOR LANE WIDTH			FOR SHOULDER WIDTH	
				10 FT	11 FT	12 FT	Less than 8 FT. (MIN -MAX)	
25	155 (~4 Skip Lines)	50	100	120/3/4	120/3/4	140/3/5	20/1/2 - 40/1/2	
30	200 (~5 Skip Lines)			160/4/5	180/5/6	180/5/6	20/1/2 - 40/1/2	
35	250 (~6 Skip Lines)			220/6/7	240/6/7	260/7/8	40/1/2 - 60/2/3	
40	305 (~8 Skip Lines)	75	150	280/7/8	300/8/9	320/8/9	40/1/2 - 60/2/3	
45	360 (~9 Skip Lines)			460/12/12	500/13/13	540/14/14	60/2/3 - 100/3/4	
50	425 (~11 Skip Lines)			500/13/14	560/14/15	600/15/16	80/2/3 - 100/3/4	
55	495 (~13 Skip Lines)	100	200	560/14/15	620/16/17	660/17/18	80/2/3 - 120/3/4	

TABLE 3: REQUIRED SIGN SIZES\*

SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-1	36X36 in.	48X48 in.
W20-5R	36X36 in.	48X48 in.
W4-2R	36X36 in.	48X48 in.
G20-2	36X18 in.	48X24 in.
NYW8-33	48X24 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.

RIGHT LANE CLOSED AHEAD W20-5R

LANE CLOSED NYW8-33

ROAD WORK AHEAD W20-1

Warning Flags W4-2R (18x18in. Min. Warning Flags Required)

END ROAD WORK G20-2

This sign shall be located a Maximum distance of 500' (12 Skip Lines) past the work area.

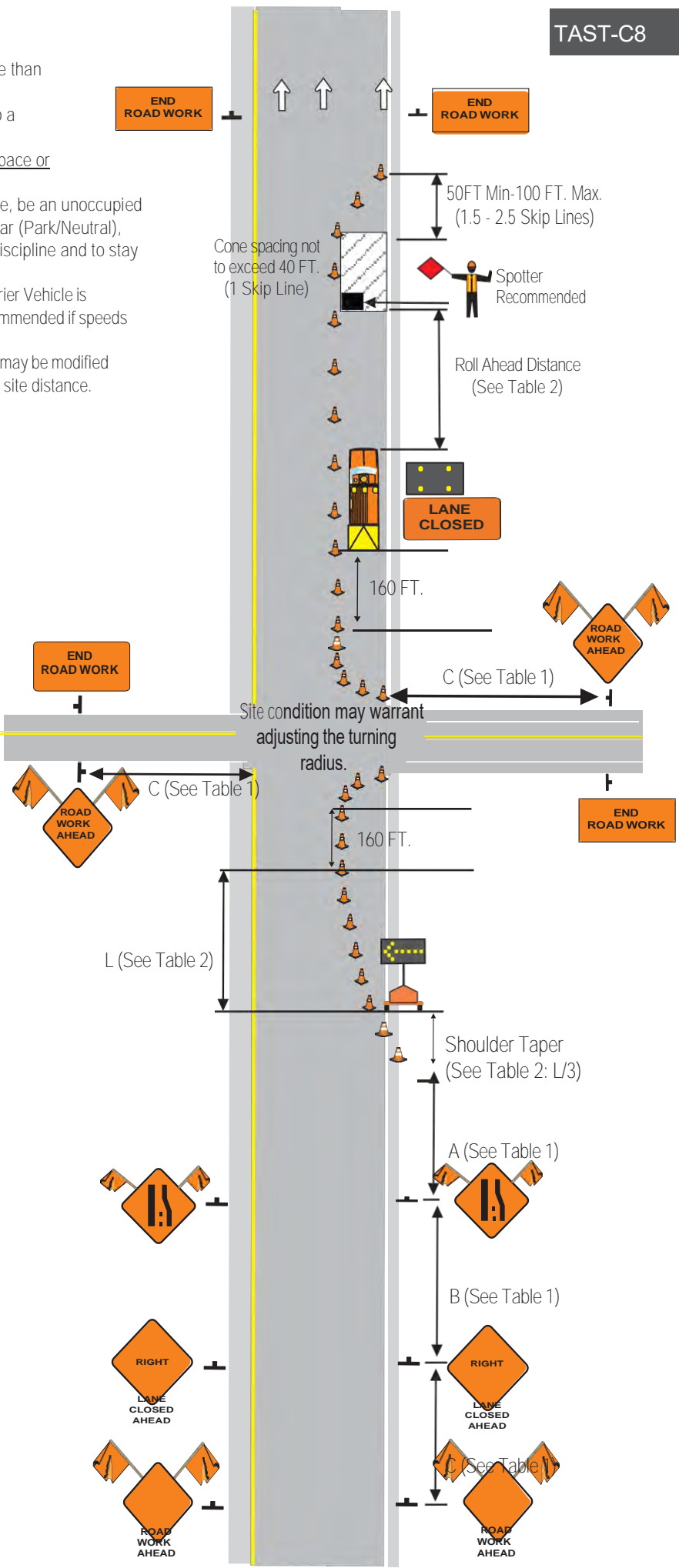
Arrow Panel

Work Area

(Caution Mode)

Barrier Vehicle with TMIA

**NYSDOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
 OPERATION INVOLVING  
**RIGHT LANE CLOSURE THRU INTERSECTION**  
 ON  
**ONE-WAY CONVENTIONAL ROADWAY**  
**DECEMBER 2019**



# ALL ROADWAYS

Notes:

1. Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.
2. In urban conditions, advance warning sign spacings may be adjusted in order to accommodate side streets and driveways.
3. There shall be no workers, equipment or other vehicles in the buffer space or the roll ahead distance.
4. The Barrier Vehicle (and Advance Warning Vehicle(s) where appropriate) shall

END ROAD WORK

END ROAD WORK

maintain the appropriate Roll-Ahead Distance, be an unoccupied truck, positioned parallel to traffic, parking brake set, placed in 2nd gear (Park / Neutral), have the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

5. Barrier Vehicle and TMIA are required if speeds are 45 mph or greater. Barrier Vehicle

50FT Min-100 FT. Max.

is required and TMIA is recommended if speeds are less than 45 mph.

Cone spacing not to exceed 40 FT (1 Skip Line)

(1.5 - 2.5 Skip Lines)

Spotter Recommended

Roll Ahead Distance (See Table 2)

Vehicle #2 is required for paved shoulder 8FT. or wider.

Veh #1

LANE CLOSED

Veh #2

Buffer Space (See Table 2)

Roadway	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
		A (FT.)	B(FT.)	C(FT.)	XX	YY
URBAN LOW (≤30 MPH)	30	100	100	100	AHEAD	AHEAD
	35	200	200	200		
	40					
URBAN (35-40 MPH)	45	350	350	350	1000 FT.	AHEAD
URBAN HIGH (≥45MPH)		500	500	500	1500 FT.	1000 FT.
RURAL		1000	1500	2640	1 MILE	1/2 MILE
Expressway /Freeway						

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE IN FT	ROLL AHEAD DISTANCE IN FT		LANE TAPER : L (IN FT.) /# SKIP LINES/# OF CONES			SHOULDER TAPER : L/3 (IN FT.) /# SKIP LINES/# OF CONES	
		MIN	MAX	FOR LANE WIDTH			FOR SHOULDER WIDTH	
				10 FT	11 FT	12 FT	Less than 8 FT. (MIN - MAX)	8 FT OR WIDER (MIN)
25	155 (~4 Skip Lines)	50	100	120/3/4	120/3/4	140/3/5	20/1/2 - 40/1/2	40/1/2
30	200 (~5 Skip Lines)			160/4/5	180/5/6	180/5/6	20/1/2 - 40/1/2	40/1/2
35	250 (~6 Skip Lines)			220/6/7	240/6/7	260/7/8	40/1/2 - 60/2/3	80/2/3
40	305 (~8 Skip Lines)			280/7/8	300/8/9	320/8/9	40/1/2 - 60/2/3	80/2/3
45	360 (~9 Skip Lines)	75	150	460/12/12	500/13/13	540/14/14	60/2/3 - 100/3/4	120/3/4
50	425 (~11 Skip Lines)			500/13/14	560/14/15	600/15/16	80/2/3 - 100/3/4	140/4/5
55	495 (~13 Skip Lines)	100	200	560/14/15	620/16/17	660/17/18	80/2/3 - 120/3/4	160/4/5
65	645 (~16 Skip Lines)			660/17/18	720/18/19	780/20/21	100/3/4 - 140/4/5	180/5/6

L (See Table 2)

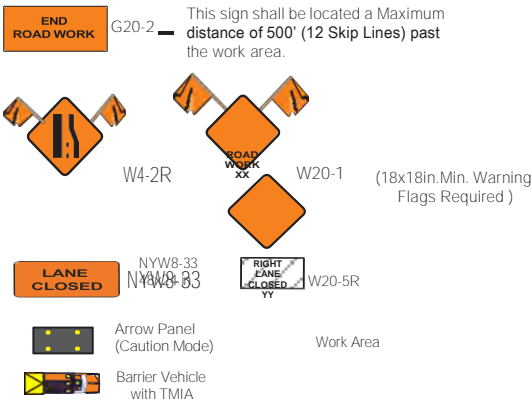
SIGN	CONVENTIONAL HIGHWAY	FREEWAY/ EXPRESSWAY
W20-1	36X36 in.	48X48 in.
W20-5R	36X36 in.	48X48 in.
W4-2R	36X36 in.	48X48 in.
NYW8-33	48x24 in.	48x24 in.
G20-2	36X18 in.	48X24 in.

\*Freeway/Expressway sizes may be used on Conventional Highways, if space constraints do not exist.

OR

Shoulder Taper (See Table 2: L/3)

A (See Table 1)



RIGHT LANE CLOSED YY

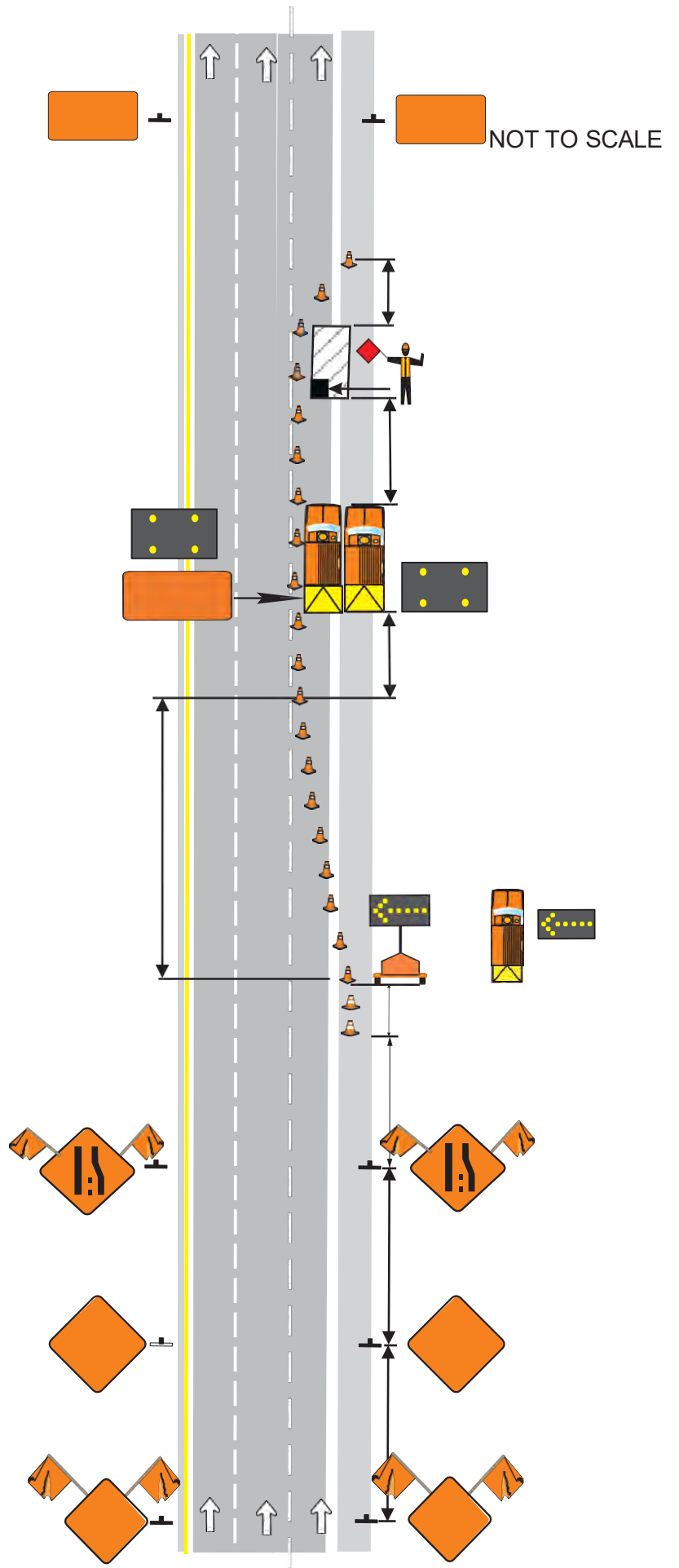
RIGHT LANE CLOSED YY

C (See Table 1)

**NYS DOT**  
**WORK ZONE TRAFFIC CONTROL**  
**SHORT TERM STATIONARY**  
**OPERATION INVOLVING**  
**RIGHT LANE CLOSURE**

ROAD WORK XX

ROAD WORK XX





Attachment B – Road Table

<b>Project Component</b>	<b>Road Name</b>	<b>Municipality</b>	<b>Latitude</b>	<b>Longitude</b>	<b>RUA Exhibit Reference</b>
Underground Collection	Brooks Road	Eaton	42.9232	-75.6861	Exhibit B-1
Temporary Construction Easement / Turning Radii	Cody Road	Fenner	42.9585	-75.7663	Exhibit C
Access Road	Cody Road	Fenner	42.9641	-75.7532	Exhibit D
Access Road	Cody Road	Fenner	42.9650	-75.7484	Exhibit D
Access Road	Cody Road	Fenner	42.9649	-75.7345	Exhibit D
Underground Collection	Cody Road	Fenner	42.9650	-75.7491	Exhibit B-1
Access Road	Davis Corners Road	Eaton	42.9223	-75.6446	Exhibit D
Access Road	Davis Corners Road	Eaton	42.9217	-75.6447	Exhibit D
Access Road	Davis Corners Road	Eaton	42.9176	-75.6423	Exhibit D
Underground Collection	Davis Corners Road	Eaton	42.9178	-75.6424	Exhibit B-1
Temporary Construction Easement / Turning Radii	Francis Road	Fenner	42.9467	-75.7548	Exhibit C
Temporary Construction Easement / Turning Radii	Francis Road	Nelson	42.9217	-75.7477	Exhibit C
Temporary Construction Easement / Turning Radii	Francis Road	Nelson	42.9223	-75.7477	Exhibit C
Underground Collection	Francis Road	Fenner	42.9438	-75.7550	Exhibit B-1
Underground Collection	Mutton Hill Road	Fenner	42.9441	-75.7545	Exhibit B-1
Underground Collection	Mutton Hill Road	Fenner	42.9433	-75.7323	Exhibit B-1
Temporary Construction Easement / Turning Radii	Old County Road	Eaton	42.9145	-75.6660	Exhibit C
Temporary Construction Easement / Turning Radii	Old County Road	Eaton	42.9135	-75.6656	Exhibit C
Access Road	Old County Road	Eaton	42.9162	-75.6668	Exhibit D
Access Road	Old County Road	Eaton	42.9154	-75.6664	Exhibit D
Access Road	Old County Road	Eaton	42.9113	-75.6632	Exhibit D

Underground Collection	Old County Road	Eaton	42.9166	-75.6669	Exhibit B-1
Temporary Construction Easement / Turning Radii	Pleasant Valley Road	Nelson	42.9273	-75.7110	Exhibit C
Access Road	Pleasant Valley Road	Smithfield	42.9409	-75.7125	Exhibit D
Access Road	Pleasant Valley Road	Smithfield	42.9403	-75.7129	Exhibit D
Underground Collection	Pleasant Valley Road	Smithfield	42.9402	-75.7127	Exhibit B-1
Access Road	Roberts Road	Nelson	42.9154	-75.6993	Exhibit D
Temporary Construction Easement / Turning Radii	South Road	Fenner	42.9570	-75.7651	Exhibit C
Access Road	South Road	Fenner	42.9450	-75.7646	Exhibit D
Access Road	South Road	Fenner	42.9486	-75.7652	Exhibit D
Temporary Construction Easement / Turning Radii	State Route 20	Nelson	42.9119	-75.6983	Exhibit C
Temporary Construction Easement / Turning Radii	State Route 20	Eaton	42.9001	-75.6571	Exhibit C
Temporary Construction Easement / Turning Radii	State Route 20	Eaton	42.8999	-75.6227	Exhibit C
Temporary Construction Easement / Turning Radii	State Route 20	Eaton	42.9001	-75.6230	Exhibit C
Access Road	State Route 20	Eaton	42.9080	-75.6879	Exhibit D
Access Road	State Route 20	Eaton	42.9003	-75.6573	Exhibit D
Temporary Construction Easement / Turning Radii	Stone Bridge Road	Nelson	42.9217	-75.7475	Exhibit C
Temporary Construction Easement / Turning Radii	Stone Bridge Road	Nelson	42.9274	-75.7093	Exhibit C
Access Road	Stone Bridge Road	Nelson	42.9259	-75.7013	Exhibit D
Access Road	Stone Bridge Road	Eaton	42.9168	-75.6768	Exhibit D
Underground Collection	Stone Bridge Road	Nelson	42.9260	-75.7012	Exhibit B-1
Underground Collection	Stone Bridge Road	Eaton	42.9172	-75.6779	Exhibit B-1
Underground Collection	Swamp Road	Eaton	42.9164	-75.6570	Exhibit B-1

Temporary Construction Easement / Turning Radii	Wyss Road	Fenner	42.9470	-75.7548	Exhibit C
Access Road	Wyss Road	Fenner	42.9403	-75.7674	Exhibit D
Access Road	Wyss Road	Fenner	42.9407	-75.7665	Exhibit D
Underground Collection	Wyss Road	Fenner	42.9476	-75.7535	Exhibit B-1
Underground Collection	Wyss Road	Fenner	42.9402	-75.7676	Exhibit B-1



Attachment C – Draft Road Use Agreement

## **AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS**

This Agreement for Road Use, Repair, and Improvements (the “**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”) between Hoffman Falls Wind LLC, with its principal place of business located at 412 W 15<sup>th</sup> Street, 15<sup>th</sup> Floor, New York, NY 10011, hereinafter “**Company**”, and the County of Madison, a municipal corporation having offices 138 N Court Street, Wampsville, NY 13163, (the “**County**”), the Town of Eaton, a municipal corporation of the State of New York, with an address at 35 Cedar Street, P.O. Box 66, Morrisville, New York 13408 (“**Eaton**”), the Town of Fenner, a municipal corporation of the State of New York, with an address at 3151 Fenner East Road, Cazenovia, New York 13035 (“**Fenner**”), the Town of Nelson, a municipal corporation of the State of New York, with an address at 4085 Nelson Road, Cazenovia, New York 13035 (“**Nelson**”), and the Town of Smithfield, a municipal corporation of the State of New York, with an address at 5255 Pleasant Valley Road, Cazenovia, New York 13035 (“**Smithfield**” and together with the County, Eaton, Fenner, and Nelson, the “**Municipalities**”). The Company, the County, Eaton, Fenner, Nelson, and Smithfield are each a “**Party**” and referenced together as the “**Parties**”.

### **RECITALS**

**WHEREAS**, the Company has been developing a wind generating facility located in the Towns of Eaton, Fenner, Nelson and Smithfield, in Madison County, New York (the “**Wind Project**”); and

**WHEREAS**, the Company intends to engage in the construction of the Wind Project (the “**Wind Project Construction Activities**”); and

**WHEREAS**, the Municipalities are responsible for the maintenance of certain public roads and highways within Eaton, Fenner, Nelson, Smithfield, and the County of Madison, New York (the “**Municipal Roads**”); and

**WHEREAS**, in connection with the development, construction, operation, maintenance and decommissioning of the Wind Project, it may be necessary for the Company and its contractors and subcontractors or designees (collectively “**Company Parties**”) to:

- (i) traverse certain of the Municipalities’ Designated Roads, as that term is defined in section 1(a) of this Agreement, with the Company operated heavy machinery weighing in excess of the legal dimensions or weights specified in Section 385 of the New York State Vehicle and Traffic Law (consisting of oversize/overweight (OS/OW) trucks to deliver the turbine components and the transformer, dump trucks for access road construction, concrete trucks for construction of turbine and substation foundations, and other components during the Period of Use) (collectively referred to herein as “**Company’s Heavy Vehicles**”),
- (ii) install temporary turning radii and other temporary construction easement rights-of-way and make certain modifications and improvements (both

temporary and permanent) to Designated Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material to pass,

- (iii) place certain electrical collection and transmission and communication cables, conduit and other wires and cables (collectively, “**Cables**”) for the Wind Project under or across certain Municipal Roads for the purposes of carrying electrical current and data and information from the Wind Project to the point of interconnection substation and Operation and Maintenance facility,
- (iv) place footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers, junction boxes and other machinery and equipment related to the Cables and existing utility poles which may need to be relocated temporarily or permanently to accommodate Wind Project components (all of the foregoing, collectively, “**Utility Poles**”) in certain Municipal rights-of-ways, and
- (v) carry out other related activities (the uses described in clauses (i) through (v) are the “**Permitted Uses**”); and

**WHEREAS**, the Company acknowledges that the nature of the Permitted Uses may cause damage to said Designated Roads; and

**WHEREAS**, the Municipalities and the Company wish to enter into an agreement for the use, repair, and improvement of the Designated Roads and Municipal Roads by the Company, all in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the Municipalities seek guarantees and assurances from the Company that the Company shall pay and/or otherwise indemnify the Municipalities for any Damage (as defined herein) to the Designated Roads arising from the Permitted Uses.

**NOW, THEREFORE**, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

**1. Rights and Responsibilities of the Parties.**

a. The term “**Designated Roads**” shall include all Municipal highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by each Municipality as listed on the Exhibits A-1 and A-2 attached to this Agreement. The Company’s Heavy Vehicles shall be prohibited from using any roads other than those identified and described in Exhibits A-1 and A-2 except as specifically authorized by this Agreement. This limitation shall not apply to vehicles that do not qualify as Company’s Heavy Vehicles, including passenger vehicles, light-duty trucks, or other standard-weight vehicles used in connection with the Wind Project.

b. The Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste and any substance discharged upon or adjacent to Designated Roads related to the Permitted Uses are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders that are not granted under this Agreement. Materials and equipment of the Company or the Company Parties, if any, shall be removed from the Designated Roads as soon as they are no longer necessary.

c. Except under emergency circumstances, the Company shall use reasonable efforts to not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any more than fifteen minutes at a time. The Company agrees that any proposed temporary road closings shall be properly coordinated in advance with the Municipalities. Longer term closures, if required, shall be coordinated in writing at least seven (7) days prior to the closing. For every activity of the Company that will impact the flow of traffic, the Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements and notifying the Towns and/or County Designees and Madison County Director of Emergency Management, as well as the appropriate emergency service providers and school district superintendents and directors of transportation.

d. The term “**Company**” shall include its employees, agents, vendors, contractors, subcontractors, and/or haulers. The Company shall require that each and every employee, agent, vendor, contractor, subcontractor, and/or hauler shall comply with the terms and conditions of this Agreement, and the Company shall be responsible for any failure of each and every employee, agent, vendor, contractor, subcontractor, and hauler that fails to comply with the terms of this Agreement.

- (1) Company agrees to provide the Municipalities with a copy of the Facilities Communications Plan, which will include the Company’s construction organizational structure, contact list, and protocol for communication to the Company during the Period of Use.
- (2) Company agrees to provide any updated Facilities Communication Plan to the Municipalities within 24 hours after such updated Facilities Communication Plan becomes available.

e. Designees. Each Town shall designate their respective Highway Superintendent and Town Supervisor, and the County shall designate the Highway Superintendent and the Chair of the Madison County Legislature (each, a “**Designee**” and collectively, the “**Designees**”) to act on behalf of the Designee’s respective Municipality and to issue approvals under this Agreement regarding roads located within their respective jurisdictions. Each Designee is authorized to act independently, and approvals or directives issued by any one of the designated individuals shall be binding upon that Municipality. Prior to the commencement of the Period of Use, each Municipality shall provide the name and contact information for its Designees. In the event any Designee is unavailable or unable to act, that Designee may appoint a temporary substitute designee in writing, and any approvals or directives issued by such substitute shall be equally binding upon the Municipality.

f. The Company agrees that it shall undertake the Wind Project Construction Activities and each of its Permitted Uses at all times in accordance with applicable state, federal and non-superseded local laws, rules and regulations, including without limitation, Public Service Law Article VIII and the terms, conditions, limitations and modifications of any certificate or permit it is awarded pursuant thereto.

g. Except as is otherwise set forth in this Agreement, the Municipalities agree not to impede, block, or otherwise interfere with the Company's or the Company Parties' access to or use of the Designated Roads nor take any action that would unreasonably delay or obstruct the Wind Project Construction Activities. In the event the Municipalities have a concern regarding the Company's use of the Designated Roads or its construction-related activities, the Municipalities shall, consistent with the Rapid Dispute Resolution Procedures set forth in Section 9 below, first provide the Company with written notice describing the specific concern, and the Parties shall engage in good faith discussions to resolve the matter expeditiously and in a manner that avoids unnecessary disruption to the Wind Project schedule. Nothing in this Section shall limit the Municipalities' ability to act immediately to address an emergency or threat to public health or safety, provided that the Company is notified as soon as reasonably practicable. Company agrees to comply with any instructions or directions of such Designees in the event of such an emergency or threat to public health or safety.

h. The term "**Period of Use**" shall mean the Construction Phase, Maintenance Phase, Repowering Phase, and Decommissioning Phase of the Wind Project, the hours of operation for the Company's Heavy Vehicles shall be from 7:00 a.m. to 8:00 p.m. Monday through Saturday and 8 a.m. to 8:00 p.m. on Sunday and national holidays, except as otherwise provided below.

(1) For purposes of this Agreement:

- i. "**Construction Phase**" shall mean the period of time during which the Company or the Company Parties are engaged in any site clearing, site preparation, grading, construction, and installation of wind turbine foundations, components, substation construction, erection of wind turbine components, installation of collection and transmission lines, and other construction and installation activities associated with the Wind Project. The Construction Phase shall not include pre-construction activities such as staging, limited tree-cutting related to testing or surveying (including geotechnical drilling, meteorological testing, and similar site-assessment activities), or the preparation of application materials or compliance filings. ;
- ii. "**Maintenance Phase**" shall mean the ongoing period following completion of construction during which the Company or its Contractors utilize Heavy Vehicle in connection with inspections, servicing, and repairs to ensure continued operation and safety of the Facility, including replacement of individual components and restoration following maintenance work. The Maintenance Phase shall not include large-scale replacement or retrofitting that would constitute Repowering

- iii. **“Repowering Phase”** shall mean the activity related to retrofitting or replacement of wind turbines, blades or related components of the wind towers either in whole or in part in order to replace aging components with new technology;
- iv. **“Decommissioning Phase”** shall mean the removal of the wind turbine and associated infrastructure and the restoration of any land that was used as part of the wind energy project.

i. If, due to exceptional circumstances involving public safety, health, or severe adverse environmental impacts (each, an **“Emergency”**) the Company and the Company Parties determine it is necessary for the Wind Project to use the Designated Roads outside the Period of Use, then the Company or, if applicable, the Company Parties shall notify the Designee, describing in detail such use and the reasons therefore. Such notice shall be given at least seventy-two (72) hours in advance, unless such activities are required to address an Emergency threatening public safety, health, or severe adverse environmental impacts that arise less than 72 hours in advance. In such cases, as much advance notice as is practicable shall be provided. Provided, however, that the Company shall return to the scheduled Period of Use as outlined in Paragraph 1(h) above as soon as the Emergency has resolved or terminated.

j. If the Company and the Company Parties determine it is necessary for specific construction or delivery activities requiring extended work hours or specialized timing (**“Special Work”**) to occur outside the normal Period of Use, the Company or, if applicable, the Company Parties shall seek prior approval from the appropriate Designee.

- (1) For purposes of this Agreement, **“Special Work”** shall mean limited-duration construction activities that, by their nature, cannot be reasonably completed within the normal daily Period of Use due to technical or safety constraints, including but not limited to turbine erection activities that require favorable wind conditions, or installation of major electrical equipment at substations (such as large power transformers).
- (2) Requests for Special Work shall describe in reasonable detail the nature of the work, anticipated duration, location, and measures to minimize community and roadway impacts (including lighting, noise, and traffic management). Such requests shall be submitted at least two (2) weeks in advance, except in cases where the work window is dependent on weather or other technical factors, in which case as much notice as practicable shall be provided.
- (3) The Designee shall consider, among other factors, weather conditions, road conditions, and potential impacts on the traveling public in determining whether to grant permission for Special Work. Such permission shall not be unreasonably withheld, conditioned, or delayed. In the event that the Designee fails to respond within ten (10) business days after receiving a complete request, approval shall be deemed granted.

- (4) The Company shall provide advance written notice to all adjacent landowners and residents at least forty-eight (48) hours prior to the commencement of any Special Work occurring outside the normal Period of Use. Such notice shall include the expected dates, hours, and nature of the activity, along with contact information for a Company representative responsible for responding to inquiries or complaints.
- (5) Special Work shall be limited to the specific activities and time periods approved by the Designee, and shall not be used to expand the general scope of the Construction Phase or otherwise allow continuous or routine construction outside the approved Period of Use.

k. Notwithstanding the above, the Parties acknowledge that turbine foundation concrete pours are continuous construction activities that, for technical and safety reasons, cannot be suspended once initiated and may exceed the normal Period of Use. The Company anticipates that each foundation pour may require up to fifteen (15) consecutive hours to complete. Accordingly, the Company shall be pre-authorized to conduct turbine foundation concrete pours outside the standard Period of Use without the need for separate advance approval, provided that:

- Such activities occur only as necessary to complete individual foundation pours;
- (1) The Company provides at least forty-eight (48) hours' advance written notice to the applicable Designee identifying the date, location, and expected duration of each pour; and
  - (2) Reasonable measures are implemented to minimize community and roadway impacts, including lighting controls, noise mitigation, and traffic management.

All other terms and conditions of this Agreement remain in effect, and this pre-approval applies solely to turbine foundation concrete pours as described above.

l. Once the Period of Use begins, the Designee shall be entitled, at any time, to notify the Company and the Company Parties that use of the Designated Roads may result in excessive damage to the Designated Roads due to weather conditions. The Company shall work with the Designee to develop a plan to mitigate or prevent the effect of such weather conditions. If the Parties are able to develop a plan to mitigate or prevent such damage, then the Company and the Company Parties may continue to use such roads provided such mitigation is implemented. If the Parties are unable to develop such a plan, the Company and the Company Parties may propose an alternate route to the Wind Project for approval by the Designee of the Municipality, such approval shall not be unreasonably withheld, conditioned, or delayed. The Company shall be solely responsible for all costs associated with any mitigation plan as implemented.

m. Beginning with commencement of the Period of Use, the Company Representative and the Designee shall meet as often as reasonably necessary, but at a minimum of every two weeks to discuss the expected use of the Designated Roads in the next succeeding two weeks, including, without limitation, the construction schedule and the Designated Roads to be used. The Designee shall have authority to act on behalf of the Municipality, including the right to allow use

of the Designated Roads outside the Period of Use and approve use of substitute roads.

n. Prior to the commencement of any work under this Agreement, that requires access across or connection to privately owned land (i.e. driveway entrance), the Company shall provide proof to the applicable Municipality that it has obtained the necessary consent or easement from the affected landowner. Municipal approval under this Agreement shall not confer or imply rights to use private property.

o. The Company has prepared a plan for dust control (attached hereto as Exhibit \_\_\_) (the “**Dust Control Plan**”) for the Designated Roads to be used during the Period of Use, including, but not limited to the Construction Phase, Maintenance Phase, Repowering Phase, and the Decommissioning Phase. The Company shall comply with the requirements of the Dust Control Plan. The Company shall maintain reasonable dust control measures throughout the Period of Use, including applying water or other dust control palliative on the Designated Roads. In the event the Company does not maintain a reasonable level of dust control in accordance with the Dust Control Plan, the Designee(s), after notifying the Company of its failure to maintain proper level of dust control, may apply such materials as deemed necessary during the Period of Use and the Company agrees to reimburse the Municipality(ies) for such costs.

p. Subsequent Relocation of Improvements. If, from time to time, a Municipality should determine, in its sole discretion, that it will widen a Municipal Road or otherwise modify the public right-of-way in a manner that impacts the Company’s Permitted Uses hereunder, upon notice from the Municipality, the Company shall work with the Municipality to relocate any of the improvements to allow all reasonable modifications. Any costs associated with such relocation of utilities shall be allocated between the Company and the Municipality on a proportionate basis.

## 2. **Company Use.**

Subject to the requirements of this Agreement, the Municipality hereby specifically grants Company during the Period of Use the right to:

a. Heavy Hauls. Use, traverse, improve, upgrade, construct and repair the Designated Roads listed on Exhibit A-1 and depicted on Exhibit A-2 using Company’s Heavy Vehicles and other vehicles to transport personnel, parts, equipment, facilities and materials on, over and across the Designated Roads. The routes depicted on Exhibit A-1 and A-2 shall include allowable routes for Company’s Heavy Vehicles when returning through the Municipalities after heavy components have been delivered. The Company’s Heavy Vehicles shall be prohibited from using any roads other than those identified and described in Exhibits A-1 and A-2 for Designated Roads except as specifically authorized by this Agreement. The Parties agree that any improvement, upgrade, construction or repair of Designated Roads shall be performed in accordance with the terms of this Agreement and in accordance with the Municipalities’ standards of construction and design as set forth in Exhibit E.

b. Installation of Underground Cables. Use and encroachment into Municipal Roads and public rights-of-way as shown on Exhibit B-1 for the purposes of the installation, ownership

and operation of underground Cables under the Municipal Roads and public rights-of-way, subject to the following:

- (1) Except for Cables that cross under the Municipal Roads, all Cables shall be placed outside of public rights-of-way, except upon prior written approval of the Municipalities, and such approval shall not be unreasonably withheld, conditioned, or delayed.
- (2) The Parties acknowledge that the Company may desire to route certain wires, cables, conduits and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 34.5 kV from the Wind Project below ground at a location adjacent to, under or across certain Municipal Roads, as identified on Exhibit B-1 (the "**34.5 kV Installation**"). The 34.5 kV Installation will include a fiber-optic communication cable that will be installed in conjunction with the electrical cables. In connection with the 34.5 kV Installation, the Parties further agree that the Company shall be responsible for obtaining all private land rights as are necessary to permit the Company to complete the 34.5 kV Installation, if any, and make the modifications and improvements to the Municipal Roads as contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Municipalities' roads, as may be needed. In connection with the 34.5 kV Installation, the Municipalities hereby grant the Company all such authorizations and approvals from the Municipalities as is necessary to complete the 34.5 kV Installation in strict compliance with Exhibit B-1 and such authorization shall extend through the operation of the Wind Project, to include within road right-of-way, subject only to the Company's obtaining all private land rights as are required in connection therewith.
- (3) For Cables that cross under Municipal Roads, the Company will bore under paved roads, and all boring pits and ditch excavation will be backfilled, compacted and raked to return it to conditions equal or better to those prior to commencement of work. The highest point of any such boring by the Company must be at a minimum depth of 48" below the lowest point of the following: (i) road; or (ii) drainage ditch at the selected crossing location. No such boring shall be drilled under any Municipal roads except in the locations set forth in the Exhibits to this Agreement.
- (4) Each boring across a Municipal Road will be identified by general location and also by centerline coordinate, and upon the completion of construction, the Company will provide an as-built location. The Company shall also provide updated as-built documentation for any additional borings occurring during operation of the Project.
- (5) The Company shall not locate, install, construct, replace, reconstruct, own or operate any underground Cables under any Municipal Road or public

right-of-way except as permitted and identified in Exhibit B-3 and such right is conditioned upon compliance with the Municipalities' Design Standards.

c. Installation of Overhead Cables. Use of Municipal Roads and public rights-of-way for the purposes of the installation, ownership and operation of overhead Cables and/or relocation of existing overhead collection or transmission lines to accommodate Wind Project component installation and/or delivery, over, across and in close proximity to certain Municipal Roads and public rights-of-way as shown on Exhibit B-2. The Company's overhead Cables will be designed and constructed in accordance with National Electric Safety Code ("NESC") governing the clearance requirements above the roadway. Under no circumstances shall any poles used for the installation of overhead Cables encroach into Municipal Roads or public rights-of-way, unless first approved in writing by the Designee.

- (1) The Company shall not locate, install, construct, replace, reconstruct, own or operate any overhead Cables over or across of any Municipal Road or public right-of-way except as permitted and identified in Exhibit B-2 and such right is conditioned upon compliance with the Municipalities' Design Standards.

d. Utility Poles. Use of Municipal Roads and public rights-of-way for the purposes of the installation, ownership and operation of Utility Poles, including the temporary or permanent relocation of existing utility poles to accommodate Wind Project component installation and/or delivery, as shown on Exhibit B-2, subject to the following:

- (1) Overhead Utility Poles will be situated away from Municipal Roads, outside of the public right-of-way, unless first approved in writing by the Designee, and such approval shall not be unreasonably withheld, conditioned, or delayed.
- (2) The Company acknowledges that installation of Utility Poles is conditioned upon compliance with the Municipalities' Design Standards.

e. Construction Easements and Turning Radii. Use, traverse, improve, upgrade, widen, construct the Designated Roads and rights-of-way shown on Exhibit C for purposes of making certain modifications and improvements (both temporary and permanent) to such Designated Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material associated with the Wind Project to pass. All such modifications and improvements must be constructed in accordance with local laws and regulations and consistency with the specifications and requirements of the respective Designees, as set forth in the Municipalities' Design Standards. Should any modification or improvement constructed pursuant to this subsection result in excessive drainage of waters onto or substantially impede the drainage of waters from Designated Roads, Company upon being provided notice by Designee shall cure such condition as soon as practicable after receiving notice, but not to exceed thirty (30) days thereafter. Determination of the necessity for and suitability of any cure shall be at the sole discretion of Designee.

f. Driveways. Use and encroach into Designated Roads and other rights-of-way

shown on Exhibit D for purposes of installing driveways or entrances into or from certain Municipal Roads subject to the following:

- (1) Each driveway entrance from a Municipal Road will have a coordinate that will be transmitted in an electronic geographic information system (GIS) format (Environmental Systems Research Institute, Inc. [ESRI] shapefile or equivalent) to the Designee.
- (2) Each driveway shall be constructed in accordance with the minimum specifications outlined in the Permit Application for Highway Access, appended hereto as Exhibit D-1. Driveways installed by the Company must be consistent with the Wind Project's Stormwater Pollution Prevention Plan (SWPPP) and must maintain proper drainage of the Municipal Roads, the right-of-way, and other adjoining property located outside the rights-of-way, including the installation of a culvert pipe as reasonably necessary or upon request of the Designee.
- (3) The Company shall not locate, install, construct, replace, or reconstruct any driveways in, on, over, or across any Municipal Road or public right-of-way except as permitted and identified in Exhibit D unless first approved in writing by the Designee, and such approval shall not be unreasonably withheld, conditioned, or delayed.

g. The Company agrees to keep in good repair all underground and overhead utilities that may be placed within public rights-of-way. Any injury or disturbance of the pavement structure, substructure support, or the highway drainage system, which may occur hereafter by reason of work authorized by this Agreement, shall be repaired at the sole expense of the Company to the complete satisfaction of the Designee(s). No unnecessary obstruction shall be left on the pavement, within the right-of-way, or in such a position as to block warning signs, during working or non-working hours. No work shall be done to adversely modify or obstruct existing drainage patterns contiguous to or within the right-of-way. Work that maintains, restores, or improves existing drainage conditions shall be permitted. All falsework must be removed, and all excavations must be backfilled and restored, to the satisfaction of the Designee(s).

h. Where the terms of this Agreement and the terms, conditions and specifications of any Utility Work Permit or Highway Access Permit issued pursuant to Highway Law 136 shall conflict, the terms, conditions and specifications of the applicable permit shall prevail.

### **3. Establishment of Escrow Accounts.**

a. The Company shall reimburse the Municipalities for their documented out of pocket costs and expenses reasonably related to the implementation of this Agreement not otherwise covered by existing escrow agreements between the Municipality and the Company, or other funds designated for expenses related to the activities of the major renewable energy development program under Article VIII of the Public Service Law, or equivalent state permitting process (including the reasonable fees of the Municipalities' attorneys, clerks, Environmental

Monitor, and Municipal Engineer) (hereinafter collectively referred to as “**Professional Fees**”). Such Professional Fees may include without limitation, legal, engineering, or consulting costs incurred in connection with the implementation of this Agreement and its associated Exhibits. The Municipalities may draw upon the Professional Fees Escrow Account described in Section 3(b) below to pay such Professional Fees; provided, however, upon the Company's request, the Municipalities shall detail the costs, fees, expenses and any other bills incurred to or by the Municipalities for the Professional Fees. If the Company reasonably and in good faith disputes a payment made from the Escrow Account, then the Parties shall abide by the procedure set forth herein for dispute resolution in Section 9 below.

b. The Parties acknowledge that the Company previously provided escrow funds to the Municipalities to cover costs associated with the review, negotiation, and approval of this Agreement and associated Exhibits prior to execution. The Parties further agree that any unexpended balance of such escrow funds may be applied by the Municipalities toward costs and expenses reasonably incurred in connection with ongoing implementation and administration of this Agreement including as outlined in Section 3(a) above.

c. The Company shall comply with the following escrow requirements:

- (1) Within seven (7) business date of the Effective Date of this Agreement the Company shall deposit the sum of thirty thousand dollars (\$30,000.000) per Municipality in an escrow account to be established by each of the Municipalities to secure the payment of Professional Fees (the “**Professional Fees Escrow Account**”). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipal Clerk shall advise the Company, and the Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of the Company's receipt of written request thereof. The remaining balance (if any) of the Professional Fees Escrow Account shall be returned to the Company within thirty (30) days of the end of each Period of Use.
- (2) No later than sixty (60) days prior to the Commencement of Construction, the Company shall deposit the sum of \$75,000.00 per Municipality in a separate escrow account to be established by the Municipalities to secure the payment of costs for emergency repairs of Immediately Dangerous Damage, as set forth in Section 5(g) below (“**Emergency Repairs Escrow Account**”). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipal Clerk shall advise the Company, and the Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of the Company's receipt of written request thereof. The remaining balance (if any) of the Emergency Repairs Escrow Account shall be returned to the Company within thirty (30) days of the end of each Period of Use.

#### 4. **Approval of Locations of Permitted Uses.**

a. The Company has provided Exhibits A-1, A-2, B-1, C, and D to the Municipalities for review and approval prior to the execution of this Agreement. This Agreement shall act as the necessary permit encroachment, crossing, driveway or other similar permit(s) to allow the Company's encroachment into the public right-of-way. Except for the foregoing and as provided for in this Agreement, no other permits or approvals, for those activities described in Section 2 of this Agreement, shall be required from the Municipalities for the Permitted Uses hereunder.

(1) The Company acknowledges that the Municipalities' approval of Exhibits A-1, A-2, B-1, C and D is expressly conditioned upon the Company's compliance with the Municipalities' Design Standards.

(2) The Company further agrees that within ninety (90) days of completion of the Construction Phase, it will provide to the Municipalities a complete set of as-built drawings for all improvements made to the Designated Roads and/or Municipal Roads as depicted in Exhibits A-D, as applicable, including without limitation, all utility crossings, bores, Utility Poles, road enhancements, driveways, and any related appurtenances.

b. The Municipalities may retain an engineer (the "**Municipal Engineer**") to assist in the review of the Company's Exhibits, documents, reports and plans submitted under this Agreement. Pursuant to Section 3(b) above, each respective Municipality may draw upon the Professional Fees Escrow Account to retain such Municipal Engineer.

c. The Parties recognize that variations to the location of the improvements, or that other routes, may become necessary to use due to various reasons.

(1) Unless otherwise agreed to between the Company and the Designee, should any Designated Roads not listed or shown on Exhibits A-1 and A-2 be expected by Company to be used by the Company's Heavy Vehicles, at least thirty (30) days prior to the commencement of such use, the Company shall notify the appropriate Designee in writing, conduct the necessary surveys and pre-use inspections under this Agreement and add the roads to Exhibit A-1 and A-2, subject to the prior review and written approval of the Designee which approval shall not be unreasonably withheld, conditioned or delayed. The Designee shall complete the review within thirty (30) days, notwithstanding, however, that in no circumstance shall Designee's review be required to be completed prior to submission of an acceptable supplemental Initial Survey and Road Report completed in accordance with Section 6(a) below relative to any additional Designated Roads. In the event that the Company verifiably deviates from the Road route designated in, or added by the Company in Exhibits A-1 and A-2 without Designee approval, the provisions included in Section 4(e) shall apply and the Company shall be liable to the specific Municipality where the unauthorized variable deviation occurred for a penalty of \$1,000.00 for the first such deviation, and \$2,500.00 penalty for each subsequent unauthorized deviation.

- (2) In the event that the Company's Heavy Vehicles need to use Municipal Roads not listed or shown on Exhibits A-1 and A-2 in an unanticipated contingency (as defined below), the Company shall provide telephonic notice to the Designee and may only use said alternate Municipal Roads for a period not exceeding twenty-four (24) hours. If the contingency is expected to last more than 24 hours, then the Designee shall state in writing what permission is granted and the length of time that such permission is given. The Company shall strictly comply with the instruction/permissions given by the Designee. In the event that the Company, in consultation with the Designee, determines that an alternate Municipal Road needs to be used on a permanent basis, the Company shall comply with the terms of Section 4(c)(1) above. The Company shall be responsible for any damages to such Municipal Road or repairs necessary or caused by such contingency use and shall reimburse the affected Municipality in accordance with the provision of Section 7 of this Agreement. For purposes of this provision, a "contingency" means a condition beyond the Company's reasonable control that prevents use of a Designed Road, including but not limited to weather events, accidents, road closures, or similar access limitations. Any temporary use under this subsection shall be limited to the period reasonably necessary to address such conditions and restore access to the Designated Road.
- (3) If the Company needs to materially vary the type, method or locations of any improvements shown on Exhibits B-1, B-2, C or D, the Company shall provide a revised Exhibit to the appropriate Designee for their review and approval, which shall not be unreasonably withheld, conditioned, or delayed. Except in the event of an Emergency, the Designees shall complete the review within thirty (30) days. The Company agrees to comply with any design, construction, repair, replacement or improvement to the Municipal Roads requested or recommended by the Designees or the Municipal Engineer based upon such review, provided that such recommendations are reasonable and based on sound engineering principles. In the event the Company disagrees with any recommendation, the Company and the Designee(s) agree to engage in good faith discussion to resolve the matter in a timely manner to avoid unnecessary project delays.

d. At all times during the Term of this Agreement, the Company shall keep the Municipality apprised, of the timing, location, and nature of its Permitted Uses, including, without limitation, notice of its anticipated and actual start and stop dates for each Phase described in the Period of Use for the Wind Project Construction Activities and identification of Company Parties using Heavy Vehicles. The Company shall provide such information regarding the timing, location and nature of its Permitted Uses promptly upon request. The Company agrees to cooperate in good faith with the Municipalities with respect to such time periods, which cooperation shall include but not be limited to coordinating the timing of the Company's use, repair or improvement of the Roads with similar activities of the Municipalities and other heavy

haulers or developers within the Municipality who are subject to road use local laws or road use agreements. Upon reasonable request of Designee(s), the Company shall regularly provide updates on the timing, location and nature of its planned Permitted Uses and shall distribute same to the Municipalities and post to the project website to apprise the public of planned activities.

e. Nothing in this Agreement shall be construed as granting permission or rights to the Company to infringe, use or encroach upon the land of private landowners. Any right or permission granted to the Company by the terms of this Agreement to infringe, use or encroach upon land within the Municipality shall be limited to land owned by the Municipality and shall be subject to the Company obtaining from private landowners within the Municipality all legal and/or equitable permissions and rights necessary to infringe, use or encroach upon privately owned land. For any reinforcement activities, damage repairs or other Permitted Uses that require excavation of land, the Company shall contact Dig Safely New York and shall avoid damage to any water, sewer, gas or other utility pipes, tanks or lines located in the Municipal rights of way.

## **5. Modifications, Repairs and Reinforcement Activities.**

a. The Parties acknowledge and agree, that in connection with the Wind Project, the Company may need to perform improvements, upgrades, repairs, widening, or construction activities on the Designated Roads and adjacent rights-of-way as shown on Exhibit C. These activities may include both temporary and permanent modifications to accommodate the transport and delivery of equipment and materials. Such modifications may involve without limitation work on culverts, bridges, road shoulders and other related infrastructure to support equipment and material associated with the Wind Project.

b. The Parties also acknowledge and agree that certain repairs may be needed during the Company's use of the Designated Roads to maintain the road in a serviceable condition during the Period of Use.

c. The Company shall be responsible for engaging a contractor at its sole cost and expense to perform such modifications, improvements and repairs provided that the contractor is selected from a list of approved contractors provided by the Municipalities.

d. At least ninety (90) days prior to the commencement of the Period of Use, the Company shall provide the Designee with any changes to Exhibit C or indicate that there are no changes. The Designee shall at the time of such submission or promptly thereafter provide the Company with a list of contractors approved by the Municipalities for purposes of performing any repairs, modifications, or improvements. The Designee shall complete their review of Exhibit C within thirty (30) days of their receipt of Exhibit C. The Company agrees to comply with any reasonable design, construction, repair, replacement or improvements requested or recommended by the Designee or the Municipal Engineer based upon such review, which recommendations shall be incorporated into Exhibit C. In the event the Company disagrees with any recommendation, the Company and the Designee(s) agree to engage in good faith discussion to resolve the matter in a timely manner to avoid unnecessary project delays.

e. Seasonal Limited Use Highways. The Company may, at its own cost and risk, plow

and maintain any Seasonal Limited Use Highway as needed to provide access for the Wind Project. Any damage resulting from such plowing or winter use shall be repaired by the Company at its sole expense, subject to inspection and approval by the Designee(s).

f. The Municipalities and Company agree that such repairs, modifications, and improvements shall be made in accordance with the Municipalities' Design Standards set forth on Exhibit E to the extent applicable. Notwithstanding anything herein to the contrary, upon the reasonable written request of the Company, the Designee(s) are authorized from time to time to grant consent to temporary deviations in writing from the specifications set forth on Exhibit E. Upon the Designees' approval of said plans, the Company shall perform the repairs, modifications, and improvements. The Company's performance of the repairs, modifications, and improvements on the Designated Roads shall be conducted to minimize the effects on local transportation and shall be coordinated with the Designee with respect to its planned construction (if any) affecting the Designated Roads.

g. If any Damage occurs to Designated Roads by the use of Designated Roads by the Company's Heavy Vehicles or by the Company's other Permitted Uses and such Damage is, in the reasonable opinion of the Designee(s), an immediate danger to the public using said Designated Road ("**Immediately Dangerous Damage**"), the Designee shall provide telephonic and written notice to the Company that there is an Immediately Dangerous Damage to a Designated Road or Designated Roads. In the event that the Company does not undertake the necessary emergency repairs in a reasonable timeframe, the Municipality shall advise the Company that it shall undertake the repairs itself, provide any details available to the Municipality at that time, and may retain necessary contractors and subcontractors to undertake immediate emergency repairs to said Designated Road. The Municipality shall then provide the Company with documentation detailing the completed repairs and any additional repairs that may be required. Immediately Dangerous Damage includes any condition that in the opinion of the Designee creates a safety risk if not repaired within the next five (5) days. In the event the Company becomes aware of any potential Immediately Dangerous Damage, it shall immediately notify the Designee of the particulars of such Damage, which the Municipality shall thereafter inspect and, if warranted, repair in the manner described above.

h. The Company agrees that in connection with any upgrades or repairs to be made hereunder, the Company may determine, in its sole discretion, that there may be certain materials removed from the Designated Roads that are no longer necessary for the Wind Project (the "**Excess Materials**"). The Company agrees to remove such materials and stockpile them for use by the Municipalities if requested by the Designee(s). Materials will be stockpiled as is. No processing of the materials will be required. The Designee shall designate the place on Municipal property on which the Excess Materials shall be stored. In the event that the Municipality does not want the Excess Material, the Company shall dispose of the Excess Materials in accordance with all applicable laws.

i. The Company warrants that all repairs, modifications, improvements, and materials furnished in connection with the performance by the Company and the Company Parties under this Agreement shall be free and clear of all liens.

j. No Liens.

- (1) The Company and the Company Parties shall not at any time suffer or permit any mechanics' lien, materialmen's lien, or any other lien of any kind (collectively, "**Liens**") to be filed or maintained against any involved property (or any portion thereof) or the improvements thereon on account of any work, labor, services, or materials provided by Company, the Company Parties, or any suppliers, or other parties performing work under the direction or control of the Company as part of the Wind Project Construction Activities on the Municipalities' roads.
- (2) The Company and the Company Parties hereby expressly waive and release any and all rights to file or claim a Lien against Municipal Roads and agree that the Municipality's interest in the Municipal Roads shall not be subject to any such Lien. This waiver is a material condition of this Agreement. To the extent that Company Parties are not parties to this Agreement, the Company shall ensure the following paragraph appears in all contracts/subcontracts with parties performing work on or providing supplies to the Wind Project.
- (3) In the event any such Lien is filed or placed upon any Municipal Road by the Company or the Company Parties such party shall, within thirty (30) calendar days of receiving notice of the filing of such Lien, at its sole cost and expense, take all necessary actions to cause such Lien to be removed, discharged, or bonded off to the satisfaction of the affected Municipality. Such actions may include, but are not limited to, the payment of the claim, the posting of a bond, or the filing of a lawsuit to contest the validity of the Lien. The Company shall not be deemed in default so long as it is diligently contesting such Lien in good faith.
- (4) If the Company or the Company Parties fail to take the necessary action to remove or discharge the Lien within the specified timeframe, the affected Municipality, in addition to any other rights or remedies it may have, may elect to pay, satisfy, or bond off the Lien. Prior to taking such action, the Municipality shall provide the Company with at least ten (10) business days written notice and an opportunity to cure. In such an event, the Company or the Company Parties, shall promptly reimburse the affected Municipality for all verified, reasonable, and documented costs actually and necessarily incurred, including but not limited to, the amount of the Lien, bond premiums, and reasonable attorneys' fees and costs.
- (5) The Company agrees to indemnify, defend, and hold harmless the affected Municipality from and against any and all verified and properly filed claims, liens, demands, costs, expenses, and liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising from or related to any Lien filed against the affected Municipality's real property as a result of the Company's work or the work of its Company Parties. The Municipality shall promptly provide written notice to the Company of any such Lien or claim for which indemnification is sought and shall reasonably cooperate in the Company's

efforts to resolve or defend the same. The Company shall have the right to assume the defense of any such Lien or claim, provided it acts diligently and in good faith. The Company shall not be responsible for any costs or expenses incurred by the Municipality without such notice or that are not reasonably necessary or properly documented.

- (6) This Section shall survive the termination of this Agreement and the completion of the Wind Project Construction Activities. Nothing herein shall be construed to expand the Company's liability beyond the limits expressly set forth in this Agreement.

## 6. Pre-Period of Use Road Survey and Routes.

Prior to the commencement of the Period of Use, the Company shall retain an independent New York licensed professional civil engineer approved by the Municipality ("**Company Engineer**") to:

a. Survey the Designated Roads to document the conditions of such roads prior to their use (the "**Initial Survey**"). The Initial Survey shall include for each Designated Road or Road section (i) the Municipalities' specifications applicable to the construction and use of the existing road; (ii) the period of time since the road was construction or last maintained; (iii) an assessment of the condition of the road based on visual inspection; (iv) the condition of appurtenant supporting structures and existing culverts; and (v) impacts to shoulders or roads due to construction of temporary or permanent accessways on Designated Roads. The Company shall reasonably include all potential alternate routes in the Initial Survey; provided however, that the inclusion of any road or road segment in the Initial Survey identified as an Initial Survey Road Only shall not obligate the Company to use such road or road segment for Permitted Uses. If the Company does not use an Initial Survey Road, the Company shall have no responsibility or liability for repairs, maintenance, or restoration of such road or road segment. The Company accepts the risk of any delay in the approval of additional Designated Roads pursuant to the procedure provided in Section 4(c)(1) that may result from the requirement to perform a supplemental Initial Survey. The Company Engineer shall perform a Road Surface Analysis (including a high resolution imagery or LiDAR data acquisition phase and an algorithmic or artificial intelligence assisted data processing phase) of all Designated Roads rendering findings as a survey including Pavement Condition Index score of road surface defects and conditions in accordance with ASTM 6433-07 (Standard Practice for Road and Parking Lot Pavement Condition Index Surveys-American Society for Testing and Materials) or PASER (Pavement Surface Evaluation and Rating System) (the "**Road Report**"). Copies of background data and the Road Report shall be provided to the Designee and the Company. The costs of the Initial Survey and Road Report will be borne by the Company. The Company agrees that the Initial Survey shall include an assessment of the haul routes identified in Exhibits A-1 and A-2 for rutting conditions and potential for rutting. The Initial Survey and Road Report shall be submitted to Designee(s) no later than thirty (30) days prior to the commencement of Permitted Uses.

## 7. Post Construction Road Repairs.

a. The Company shall in good faith notify the Designees when the Company's Heavy

Vehicles have concluded their use of the Designated Roads during the Construction Phase and within sixty (60) days thereafter, the Company shall, at the Company's cost, retain a third-party Engineer, agreed to by the Parties to prepare a post-construction road survey, subject to the technical requirements and specifications of the Initial Survey and Road Report above, unless a different scope is otherwise agreed to by the Designee, to determine the then current condition of the Designated Roads. (“**Post Construction Survey**”), as well as a report detailing any damage arising from the Construction Phase or other Permitted Uses of the Company (the report hereinafter referred to as “**Damage Report**” and specific identified damage as “**Damage**”). The Post-Construction Survey shall assess rutting for the locations identified in Exhibits A-1 and A-2. All of the foregoing work shall be done at the Company's sole cost and expense and Post Construction Survey and Damage Report shall be submitted to the Designee(s) in a timely manner after completion.

b. In the event that any of the (i) Designated Roads, including shoulders of the roads, or related appurtenances, including bridges, culverts and other infrastructure, or (ii) modifications and improvements made pursuant to Section 5 are damaged as a result of the use by the Company or the Company Parties, the Municipalities shall perform the necessary repairs to restore such road(s) or related appurtenances. The Company agrees to reimburse the Municipality for all costs, fees and expenses incurred by the Municipality to repair such damage and to restore such road(s) or related appurtenance to the condition they were in prior to the Company’s use (as near as is reasonably practicable having due regard for normal wear and tear) under this Agreement, including road section thickness and width. Upon payment of such costs, fees, and expenses, the Company shall be deemed to have fully discharged its obligations under this Section and shall be released from any further liability or claims related to such damage or restoration.

c. Within ninety (90) days following the submittal of the Post Construction Survey and Damage Report (if any), the Municipalities must notify the Company in writing if the Municipalities believe damage to the Designated Roads (other than those which are identified in Company’s Post Construction Survey or Damage Report) arose from Wind Project Construction Activities or other Permitted Uses of the Company.

- (1) Within twenty (20) days after a receipt of any written notice of allegation of damage from the Municipalities, the Company shall notify the Designee(s) in writing of its agreement or disagreement with the allegations.
- (2) With respect to any repairs that are not in dispute, the Company shall reimburse the Municipalities for the undisputed repair costs incurred by the Municipalities within thirty (30) days after receipt of the invoice. The Municipalities’ charges shall be based on the Municipalities’ maintained time and material cost records, which shall be made available to the Company for review upon request. Billing rates shall be those established by the Municipalities and shall be uniformly applied to all customers.
- (3) If the Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair, the Company shall pay any and all amounts not in

dispute and Company shall provide a written statement as to its basis for contesting the disputed amount(s) within the same twenty (20) day period set forth in Section 7(c)(1). In the event of a dispute, then both Parties shall abide by the dispute resolution procedures set forth in Section 9 below.

## **8. Operating, Maintaining, and Decommissioning Project.**

In the event the Maintenance Phase, Repowering Phase, and/or Decommissioning Phase require the use by the Company of oversized or overweight vehicles, the Company shall inspect the affected roads and highways pursuant to this Agreement and produce to the Designee a continuing use survey (the “**Continuing Use Survey**”). The Continuing Use Survey shall be subject to the technical requirements and specifications of the Initial Survey and Road Report above, or such other technical requirement as may be then agreeable to the parties. Routine, infrequent use of oversized or overweight vehicles, including limited gravel or material deliveries for minor maintenance or repair activities, shall not require a Continuing Use Survey. In the event of subsequent damage caused by operating, maintaining, or decommissioning of the Wind Project (measured against the Continuing Use Survey), the Parties agree that this Agreement, in particular but without limitation, Section 7, outlining requirements for post construction road surveys and repairs, will be reinstated for a term necessary to repair such damage, in which event the Company’s rights and obligations hereunder shall be restored for the period necessary, if any. In no event shall the Maintenance Phase, Repowering Phase or Decommissioning Phase obligations limit the use of ordinary commercial trucks (i.e. pick-up trucks) for the Wind Project.

## **9. Dispute Resolution**

a. **Disputes Regarding Agreement.** If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party shall notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting. Any litigation related to this Agreement shall be initiated before a court of competent jurisdiction located in Madison County, the State of New York. For the purposes of clarity, in the event a cure period applies pursuant to Section 22, no dispute resolution obligation shall apply until after the expiration, or alleged expiration, of such cure period.

b. **Rapid Dispute Resolution.** For Permitted Uses during each of the Phases described in the Period of Use and interim repairs/upgrades arising during each of the Phases of the Period of Use, the parties agree to the following rapid dispute resolution procedures (hereinafter the “**Rapid Dispute Resolution Procedures**”):

- (1) Any dispute arising in the field shall first be submitted in writing (including email or text) to the Company’s site representative and the applicable Designee(s). The Parties shall confer in good-faith within twenty-four (24) hours to attempt resolution.
- (2) If the matter is not resolved within such 24-hour period, the Parties shall refer

the dispute to the Municipal Engineer (or, if unavailable, another independent engineer mutually agreed upon by the Parties). The Municipal Engineer shall render a determination within forty-eight (48) hours of referral, and such determination shall be binding upon the Parties on an interim basis. The Company shall implement the determination as soon as reasonably practicable. Compliance with such interim determination shall not constitute an admission of liability and shall remain in effect until disputed. Such determination shall be limited to the Period of Use activities and Permitted Uses and shall not address matters involving contractual interpretations or financial penalties.

- (3) Either Party may thereafter pursue the dispute under the procedures of this Section 9 provided that the Municipal Engineer's interim determination shall remain in effect until modified by agreement of the Parties or final resolution under this Agreement.
- (4) This rapid dispute resolution process is intended to ensure that day-to-day issues are addressed simply, efficiently, and without unnecessary delay to the Wind Project or an undue burden to the Municipalities.

## **10. Indemnification.**

a. To the fullest extent permitted by law, the Company (as “**Indemnitor**”) shall indemnify and hold harmless the Municipalities, and their officers, and employees (collectively, “**Indemnitee**”), from and against all losses, damages, liabilities, costs, or expenses, to the extent that such losses, damages, liabilities, costs, or expenses to the extent that such losses are caused by, or arising out of, the negligent acts, errors, omissions, willful misconduct, or breach of this Agreement by the Company or the Company Parties in the performance of work on or affecting the Municipal Roads. More particularly, but without in any way limiting the foregoing, the Indemnitor agrees to indemnify and hold harmless the Indemnitee from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Designated Road by the Indemnitor and their respective employees, agents, representatives or contractors. This indemnity shall not apply to any losses, damages, liabilities, costs, or expenses caused by, arising out of, or resulting from the negligence, willful misconduct, or failure to act of any Indemnitee, nor shall it be construed to create any duty or liability beyond that imposed by applicable law. The Municipalities shall promptly provide written notice to the Company of any claim for which indemnification is sought and shall reasonably cooperate in the Company's investigation, defense, or settlement of such claim. The Company shall have the right to assume and control the defense of any claim subject to indemnification, provided it does so diligently and in good faith.

b. Limitation of Warranty. Except as expressly set forth herein, including, but not limited to Exhibit of this Agreement, the acts of each Party are provided hereunder without warranty of any kind, express or implied, and each Party hereby disclaims any such warranty including, without limitation any warranty of merchantability or fitness for a particular purpose.

c. Company agrees that the terms of this Agreement shall serve to preserve the

Municipalities' right to contribution and/or indemnification from the Company, its employees, subcontractors, or suppliers under the New York State Worker's Compensation Law. Company shall require in any agreement with its subcontractors that said subcontractors shall fully and promptly defend, indemnify, and hold the Municipalities and their respective elected officials, officers, agents, and employees harmless upon the same terms and conditions as outlined above. Company agrees to fully reimburse and indemnify the Municipalities for all costs, disbursements, and expenses, including attorneys' fees incurred by the Municipalities in any action or proceeding for the enforcement of any provision of this Agreement.

## **11. Insurance.**

a. The Company shall at all times throughout each Period of Use maintain or cause to be maintained in full force and effect the following minimum insurance coverage:

Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 annual aggregate, naming the County as additionally insured on a primary and non-contributory basis;

Commercial Automobile Liability \$1,000,000 combined single limit, naming the County as additionally insured on a primary and non-contributory basis;

Worker's Compensation at statutory limits and Employer's Liability \$1,000,000 each accident/\$1,000,000 each disease each employee/\$1,000,000 each disease policy limit;

NYS Disability Insurance at statutory limits;

Commercial Umbrella Liability \$5,000,000 per occurrence and in the aggregate, naming the County as additionally insured on a primary and non-contributory basis. Umbrella policy must include as underlying the Commercial General Liability, Commercial Automobile Policy, and Employer's Liability policies;

Transportation Pollution Liability \$1,000,000 per claim (or \$5,000,000 if hazardous materials will be transported).

b. The Company may utilize any combination of primary and/or excess insurance to satisfy these requirements. The Company may not self-insure any of the insurance requirements contained in this Agreement without prior written approval of the Municipalities and demonstration of financial resources and an established self-insurance program. The Company shall require all Company Parties to list the Municipalities as additional insureds on all insurance policies related to the Wind Project and copies of all such insurance policies must be provided to the Municipalities showing the Municipalities as additional insureds or be endorsed. If the Municipalities performs a repair, the Company shall have no obligation relative to indemnity or insurance for work completed and the Municipalities shall be responsible for its own insurance protection.

c. The Company shall for the duration of each Period of Use maintain appropriate Workers' Compensation Insurance and/or Self-Insurance for its employees as required by the applicable jurisdiction and shall provide the Municipalities with a completed Certificate of Insurance or Certificate of Attestation of Exemption in accordance with Workers' Compensation Law Section 57 prior to the effective date to this Agreement.

**12. Captions and Headings.**

Captions and headings throughout this agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this agreement nor in any way affect this Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply. All Exhibits referenced in this Agreement are incorporated in and form a part of this Agreement.

**13. Amendments and Integration.**

a. This Agreement (including Exhibits A through E) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed by all of the Parties.

**14. Severability; No Waiver.**

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any Party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

**15. Governing Law; Forum.**

This Agreement shall be governed and construed in accordance with the laws of the State of New York. The exclusive forum for any actions or proceedings not settled or required to be settled through dispute resolution or other means pursuant to this Agreement shall be the state and federal courts located in Madison County, New York.

**16. Binding Effect/Assignment.**

a. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto

and their respective successors and assigns.

b. Except as provided in subsection (c), below, no Party to this Agreement shall assign, transfer, delegate or encumber this Agreement or any or all of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Municipality, the Municipality's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Company pursuant to this Agreement. The Company may, without the consent of the Municipality, assign this Agreement or any or all of its rights, interests or obligations under this Agreement to (i) an affiliate of Company, (ii) an entity to which the Company has conveyed or leased the Wind Project, or (iii) any corporation, partnership, limited liability company or other business entity that acquires all or substantially all of the assets used in connection with the Wind Project; provided further that, assignee agrees in writing to be bound by the terms of this Agreement. The Company or the assignee shall provide notice of the assignment of this Agreement prior to assignee using the Roads pursuant to the terms of this Agreement.

c. The Company may, without the consent of the Municipality, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to any lender or equity provider providing financing for the Wind Project as security for the Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) (a "**Permitted Collateral Assignee**"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the Municipality shall, upon the request of the Company, deliver to the Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by the Company and the Permitted Collateral Assignee and which shall contain customary provisions.

#### **17. Entire Agreement.**

The entire agreement of the Parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

#### **18. Counterparts.**

This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

**19. Intentionally Left Blank**

**20. Authority of Parties.**

The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

**21. Nature of Relationship.**

The status of the Company under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Municipality is, and notwithstanding anything to the contrary in this Agreement the Municipality shall not be, a contractor of the Company with respect to Repairs. Rather, the Municipality shall perform Repairs as part of its ongoing maintenance of Municipal Roads, and the Company's only obligation with respect to Repairs performed by the Municipality shall be to reimburse the Municipality in accordance with this Agreement.

**22. Notice.**

a. Except where telephonic notice is permitted and when providing telephonic notice to the other Party in the event of an emergency, any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, (2) facsimile, or (3) on the first day following delivery via a nationally registered United States overnight courier service. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. Prior to the commencement of Road use activities by the Company's Heavy Vehicles, the Company shall provide a telephone number in writing to the Designee where a Company Representative will be available 24 hours a day and, thereafter, Designee shall provide a telephone number to the Company. The Parties agree that whenever there is an emergency situation, the Party shall provide telephonic notice to the other Party in a reasonable amount of time following the emergency.

b. For purposes of this Agreement only, any notices to the Parties, other than telephonic notices, shall be directed to the Parties as set forth below:

**For Company:**

Hoffman Falls Wind LLC  
412 W 15<sup>th</sup> Street, 15<sup>th</sup> Floor

New York, NY 10011

With a copy to:

Young/Sommer LLC  
Attorneys for Hoffman Falls Wind LLC  
500 Federal Street  
Fifth Floor  
Troy, NY 12180

For County of Madison:

Tina M. Wayland-Smith, Esq.  
County Attorney  
PO Box 635  
Wampsville, NY 13163

Joseph Wisinski  
Highway Superintendent  
139 N. Court Street  
Wampsville, NY 13163

With a copy to:

Wendy A. Marsh, Esq.  
Hancock Estabrook, LLP  
1800 AXA Tower I  
100 Madison Street  
Syracuse, NY 13202

For Town of Eaton:

35 Cedar Street  
P.O. Box 66  
Morrisville, New York 13408

With a copy to:

Costello Cooney & Fearon  
211 W. Jefferson Street  
Site 1  
Syracuse, New York 13202

For Town of Fenner:

3151 Fenner East Road  
Cazenovia, New York 13035

With a copy to:

Costello Cooney & Fearon  
211 W. Jefferson Street  
Site 1  
Syracuse, New York 13202

For Town of Nelson:

4085 Nelson Road  
Cazenovia, New York 13035

With a copy to: Costello Cooney & Fearon  
211 W. Jefferson Street  
Site 1  
Syracuse, New York 13202

For Town of Smithfield: 5255 Pleasant Valley Road  
Cazenovia, New York 13035

With a copy to: Costello Cooney & Fearon  
211 W. Jefferson Street  
Site 1  
Syracuse, New York 13202

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 22.

**23. Default and Remedies.**

a. In the event the Municipalities believe a default in the obligations of the Company under this Agreement has occurred, the Municipalities shall give the Company written notice of such alleged default and the Company shall have thirty (30) days (unless the alleged default is already subject to an express time period in this Agreement, in which case that time period shall control), from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, Company shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) (or ten (10) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days. No cure period shall apply to a default that requires immediate attention pursuant to Section 6 of this Agreement. Notwithstanding anything in this Section 23 to the contrary, the Company shall have a reasonable amount of time to cure an alleged default with regard to its obligations regarding disposal of debris and the blockage of traffic.

b. In the event the Company believes a default in the obligations of the Municipality under this Agreement has occurred, Company shall give the Municipality written notice of such alleged default and the Municipality shall have thirty (30) days (unless the alleged default is already subject to an express time period in this Agreement, in which case that time period shall control) from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, the Municipality shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days.

**24. Further Assurances.**

Subject to the terms of this Agreement, each Party agrees to reasonably cooperate with the other Party's reasonable use of Roads.

**25. Safety.**

a. The Company shall develop a Traffic Control Plan to ensure all work performed hereunder is performed in a safe manner and shall obey all safety requirements of the Company, and all applicable federal, state, County, and Town laws, rules, and regulations and permit conditions, that may be established from time to time. The Traffic Control Plan shall be specific to each wind turbine location, and shall be submitted to the Municipalities at least sixty (60) days prior to the commencement of the Construction Phase. The Municipality shall provide all comments to the Company within seven (7) days of delivery of the Traffic Control Plan. As part of the Traffic Control Plan, the Company shall include a method for communicating with local farmers within the Municipalities to ensure that such farmers are able to operate large equipment on the roads during the Construction Phase. While work is being done on a Designated Road, the Company shall cause the Company Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. The Company also agrees to cause the Company Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by the Company or the Company Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

b. In the event that the Municipality(ies) determine that the Traffic Control Plan is not acceptable, such decision is final and the Company must submit a revised Traffic Control Plan that addresses the concerns of the Municipality(ies).

c. All traffic control devices and signage associated with Road construction shall conform with the Manual on Uniform Traffic Control Devices and shall be in both English and Spanish.

d. The Company agrees to place traffic control measures including but not limited to barricades, chains, signage or other traffic control devices, subject to applicable traffic safety standards at turning radii locations. These measures shall be used to prevent the traveling public from using the turning radii to bypass or avoid adjacent intersections. The Company shall be responsible for the cost and installation of such devices. The Parties agree that access to the turning radii shall be restricted to vehicles engaged in Wind Project Construction Activities or other authorized users. In the event that a Designee provides notice to the Company that the traffic control measures are insufficient, the Company shall modify the traffic control measures as specified by the Designee within 24 hours of receipt of written notice from the Designee of the modifications. In the event of a conflict between the Company and a Designee regarding traffic control measures, the Parties agree to meet in good faith to resolve the dispute. In the event that the Company and Designees fail to resolve the dispute within a timely manner, either party may require an independent Mediator Engineer to be engaged to resolve the dispute. Once engaged, the Mediator Engineer has full authority to resolve the dispute, and shall do so within two business days. All costs associated with the Mediator Engineer shall be borne by the Company.

**26. Term.**

a. The term of this Agreement shall become effective as of the date first written

above and shall remain in effect until the date that is sixty (60) days after the conclusion of the Decommissioning Phase, and the decommissioning has been approved by ORES or State permitting equivalent (“**Term**”).

b. The Municipalities agree that the Company’s right to place Cables and Utility Poles and other infrastructure as permitted herein in Municipal Roads and in the Municipalities’ rights-of-way shall be irrevocable during the Term, provided the Company has fully complied with the terms and conditions set forth in this Agreement.

## **27. Provision of Security for Performance.**

a. Form of Security. For the period commencing on the date that the Construction Phase of the Period of Use begins and ending on the date that is three years from such date (“**Security Termination Date**”) subject to reestablishment of security as provided in Section 27(b) below, the Company agrees to furnish a payment and performance bond or other reasonably equivalent form of security or guarantee (including, without limitation, an escrow agreement, letter of credit, or guarantee provided by Hoffman Falls Wind LLC) which the Company may elect to provide (i) in the amount of two Hundred fifty Thousand Dollars (\$250,000.00) for the joint and several benefit of the Municipalities, with such surety and on such terms as are reasonably satisfactory to the beneficiaries, guaranteeing (i) the full and faithful performance of the repairs, modifications and improvements by the Company and the Company Parties hereunder and (ii) the payment of all liens of all persons performing labor or providing services, materials, equipment, supplies, machinery, and other items in connection with the performance of such repairs, modifications and improvements by the Company and the Company Parties hereunder. The amount of the payment and performance bonds is not intended to limit in any way the obligation of the Company to perform its obligations, all in accordance with this Agreement.

b. Release of Security. Upon the achievement of the Security Termination Date and the completion of the repair work to the reasonable satisfaction of the Designee, the Designee shall issue to the Company a certification in writing that the performance is accepted in the form provided in Exhibit \_\_. If, following the Security Termination Date and release of the construction bond, the Company plans to use heavy vehicles for any additional Periods of Use, the Company shall provide notice to the affected Municipalities and new security shall be established for the duration of such activities to ensure the protection and repair of affected roads. If further repair work is required to return roads to a condition that is not worse than the conditions identified in the initial survey, the bond may be reduced to an amount to cover the reasonable “repair” expenses for the remaining pre-construction repair work. Upon completion of the Period of Use work, the Municipality shall issue the certificate contained in Exhibit \_\_ and release the funds remaining in the bond or other form of security back to the Company.

## **28. Force Majeure.**

a. Force Majeure Event Defined. As used in this Agreement, “**Force Majeure Event**” means causes or events that are beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, pandemics, natural disasters; fire; lightning strikes; earthquake; acts of God; unusually or

unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this Section 28 ; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money).

b. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (1) the non-performing Party will give the other Parties written notice within forty-eight (48) hours of the commencement of the Force Majeure Event, with details to be supplied within fourteen (14) calendar days after the commencement of the Force Majeure Event further describing the particulars of the occurrence of the Force Majeure Event;
- (2) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;
- (3) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance and will provide a written report to the other Parties during the period that performance is delayed or prevented describing actions taken and to be taken to remedy the consequences of the Force Majeure Event, the schedule for such actions and the expected date by which performance will no longer be affected by the Force Majeure Event; and
- (4) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Parties written notice to that effect.

[signature page to follow]

**IN WITNESS WHEREOF**, Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

**HOFFMAN FALLS WIND LLC**

**COUNTY OF MADISON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**TOWN OF EATON**

**TOWN OF FENNER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**TOWN OF NELSON**

**TOWN OF SMITHFIELD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

**LIST OF EXHIBITS:**

- Exhibit A-1: List of Designated Roads
- Exhibit A-2: Map of Designated Roads
- Exhibit B-1: Locations of Underground Cables
- Exhibit B-2: Locations of Overhead Cables and Utility Poles
- Exhibit C: Locations of Temporary Construction Easements and Turing Radii

Exhibit D: Location of Driveways and Curb Cuts  
Exhibit E: Municipal Design Standards for Road Improvements, Repairs, Reinforcement or Replacements

DRAFT

**Exhibit A-1**

**List of Designated Roads**

DRAFT

**Exhibit A-2**

**Map of Designated Roads**

DRAFT

**Exhibit B-1**

**Locations of Underground Cables**

DRAFT

**Exhibit B -2**

**Locations of Overhead Cables and Utility Poles Crossing County Roads**

The Company is not proposing Overhead Cables and Utility Poles crossing County Roads.  
This Exhibit is, therefore, blank.

DRAFT

**Exhibit C**

**Locations of Temporary Construction Easements and Tiring Radii**

DRAFT

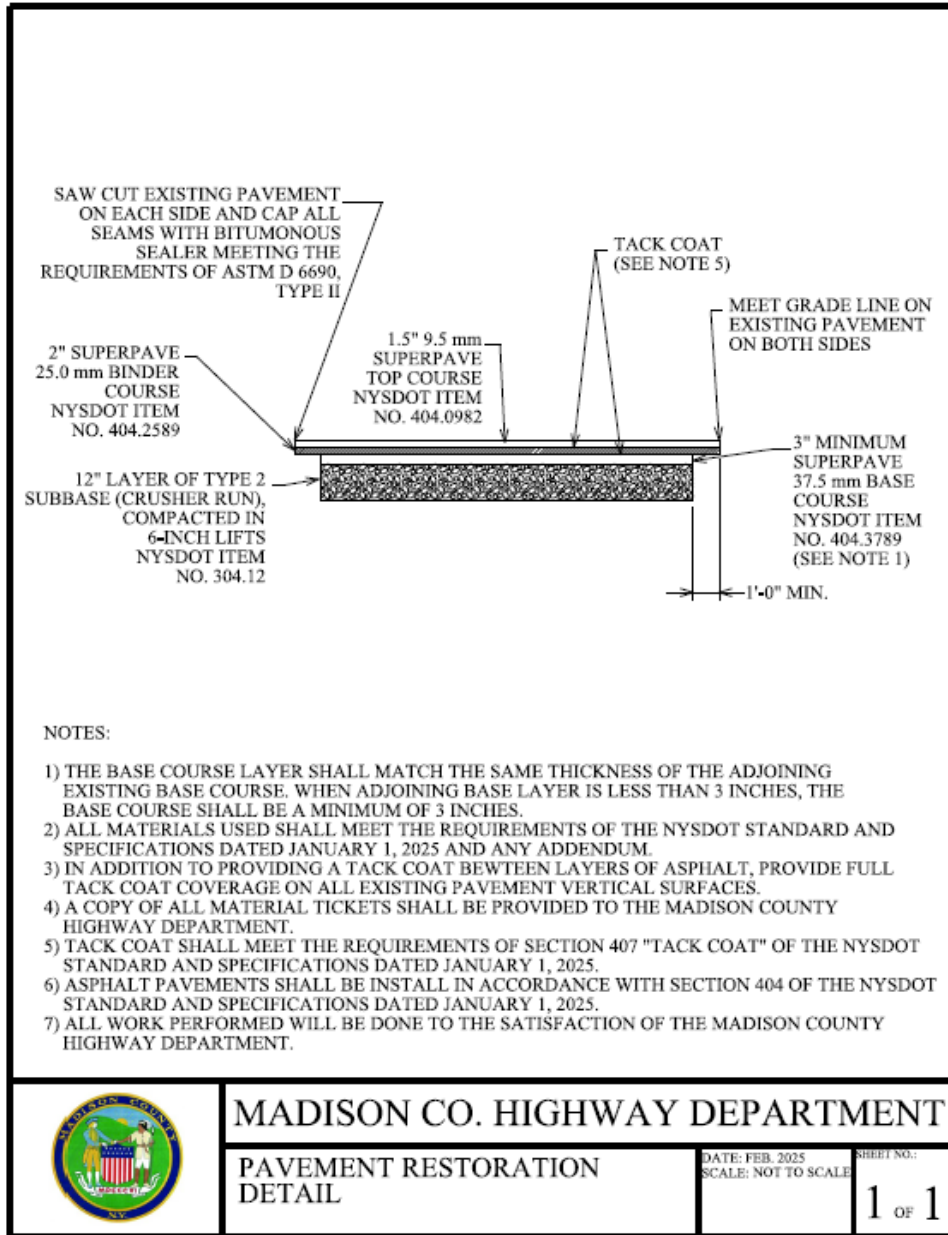
**Exhibit D**

**Location of Driveways and Curb Cuts**

DRAFT

## Exhibit E

### Repair Techniques



**Exhibit F**

**Road Inspection and Release**

Whereas the County of Madison has inspected and approved the necessary repairs on \_\_\_\_\_ Road (the “**Road**”) on \_\_\_\_\_, 20\_\_\_\_.

The County of Madison hereby releases Company, according to the terms of the Road Use Agreement dated \_\_\_\_\_20\_\_\_\_\_, from any future repairs on the Road from the following date: \_\_\_\_\_20\_\_\_\_\_. Excepting from this release future repairs required in association with the operating, maintaining, or decommissioning of the Wind Project as set forth in Section 7 of the Agreement or warranty repairs as set forth in Section 6(k).

County of Madison

DRAFT

MEMORANDUM

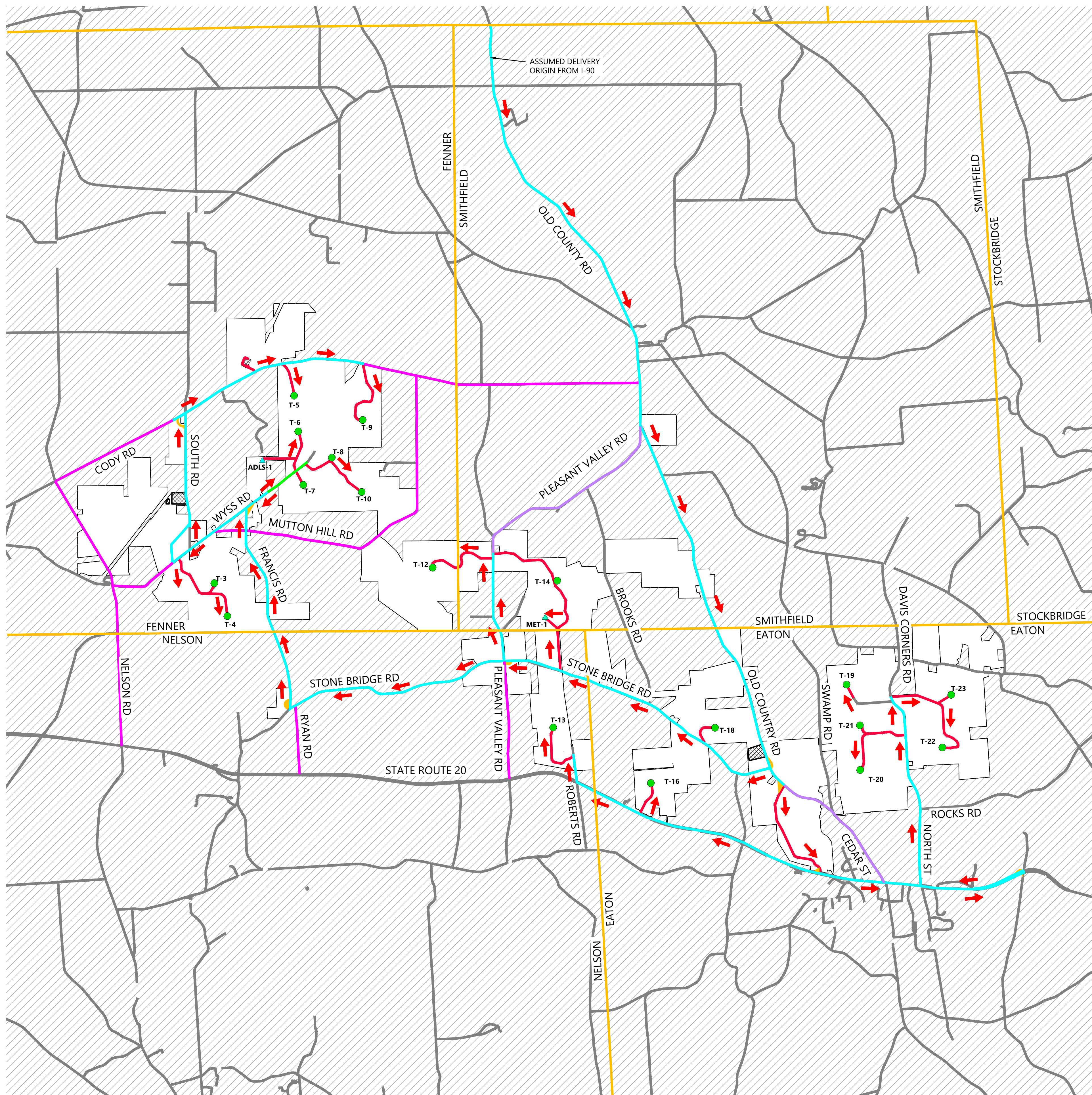
Date: February 23<sup>rd</sup>, 2026

**Re: Exhibit A-1: List of Designated Roads and Initial Survey Only Roads**

Below are the designated roads and roads for initial survey only used in the Hoffman Falls Wind Project in Madison County.

<b>Designated Road</b>	<b>Town</b>	<b>County</b>
Old County Road	Smithfield/Eaton	Madison
Cody Road	Fenner	Madison
South Road	Fenner	Madison
Wyss Road	Fenner	Madison
Francis Road	Fenner/Nelson	Madison
Stone Bridge Road	Eaton/Nelson	Madison
Pleasant Valley Road	Smithfield/Nelson	Madison
Roberts Road	Nelson	Madison
Cedar Street	Eaton	Madison
Davis Corners Road	Eaton	Madison
North Street	Eaton	Madison
State Route 20	Eaton/Nelson	Madison

<b>Initial Survey Only Road</b>	<b>Town</b>	<b>County</b>
Cody Road	Fenner/Smithfield	Madison
Mutton Hill Road	Fenner	Madison
Nelson Road	Fenner/Nelson	Madison
Pleasant Valley Road	Nelson	Madison
Wyss Road	Fenner	Madison
Ryan Road	Nelson	Madison



**LEGEND:**

- T-# WIND TURBINE
- ▲ M-# PERMANENT MET TOWER
- ▲ ADLS-# ADLS TOWER
- PROJECT BOUNDARY
- PROPOSED ACCESS ROAD
- EXISTING ROAD
- TURBINE DELIVERY ROUTE (INGRESS)
- INITIAL SURVEY ROAD ONLY
- EX. ASPHALT PROJECT USE RD.
- PRIVATE GRAVEL ROAD
- CONSTRUCTION TRAFFIC ONLY
- ▲ TEMPORARY INTERSECTION IMPROVEMENT
- PROPOSED FACILITIES
- TOWN LINES

**EOR: Alejandro Alvarado, PE**

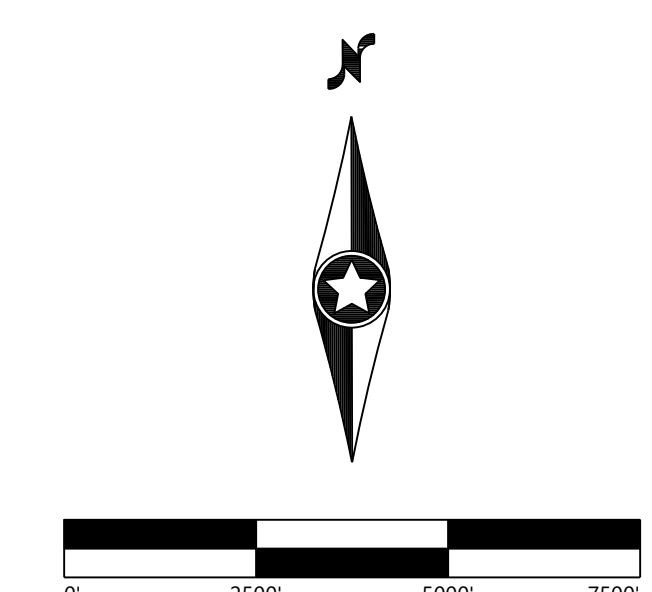
PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

**REVISIONS:**

#	DATE	COMMENT	BY	CHK	APR



**Hoffman Falls**  
**Wind Project**  
 Madison County, New York

Exhibit A-2: Map of  
 Designated Roads

FOR REVIEW

DATE:	02/23/2026	REV:	E
SHEET:	1		

EOR: Alejandro Alvarado, PE

PREPARED FOR:

Hoffman Falls Wind LLC

90 State Street  
 Albany, NY 12207

REVISIONS:

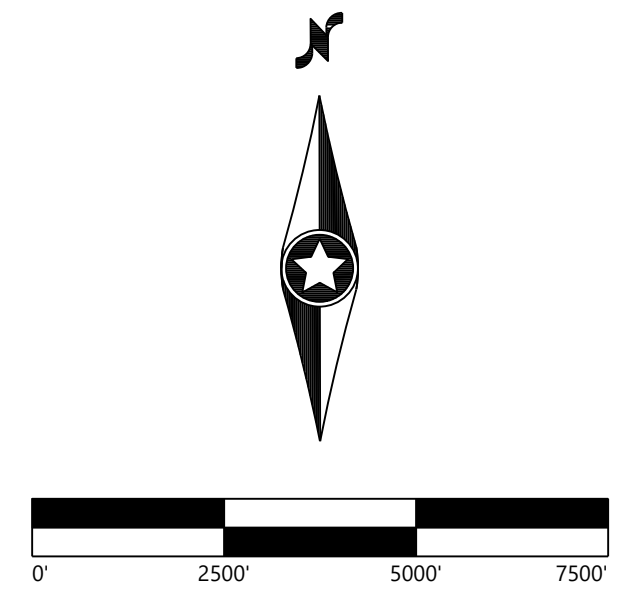
#	DATE	COMMENT	BY	CHK	APR

**LEGEND:**

- T-# WIND TURBINE
- ▲ M-# PERMANENT MET TOWER
- ▲ ADLS-# ADLS TOWER
- PROJECT BOUNDARY
- PROPOSED ACCESS ROAD
- EXISTING ROAD
- EX. ASPHALT DELIVERY RD.
- PRIVATE GRAVEL ROAD
- PROPOSED UNDERGROUND CABLE
- TOWN LINES
- INITIAL SURVEY ROAD ONLY
- PROPOSED FACILITIES
- UNDERGROUND CABLE CROSSING

**CROSSING LAT/LONG DATA**

POINT NUMBER	LATITUDE	LONGITUDE
1	N042.964958	W075.749113
2	N042.947645	W075.753512
3	N042.944066	W075.754505
4	N042.943829	W075.754961
5	N042.940212	W075.767565
6	N042.943295	W075.732262
7	N042.940184	W075.712737
8	N042.926020	W075.701222
9	N042.923210	W075.686075
10	N042.917218	W075.677865
11	N042.916566	W075.666939
12	N042.916353	W075.656982
13	N042.917756	W075.642351



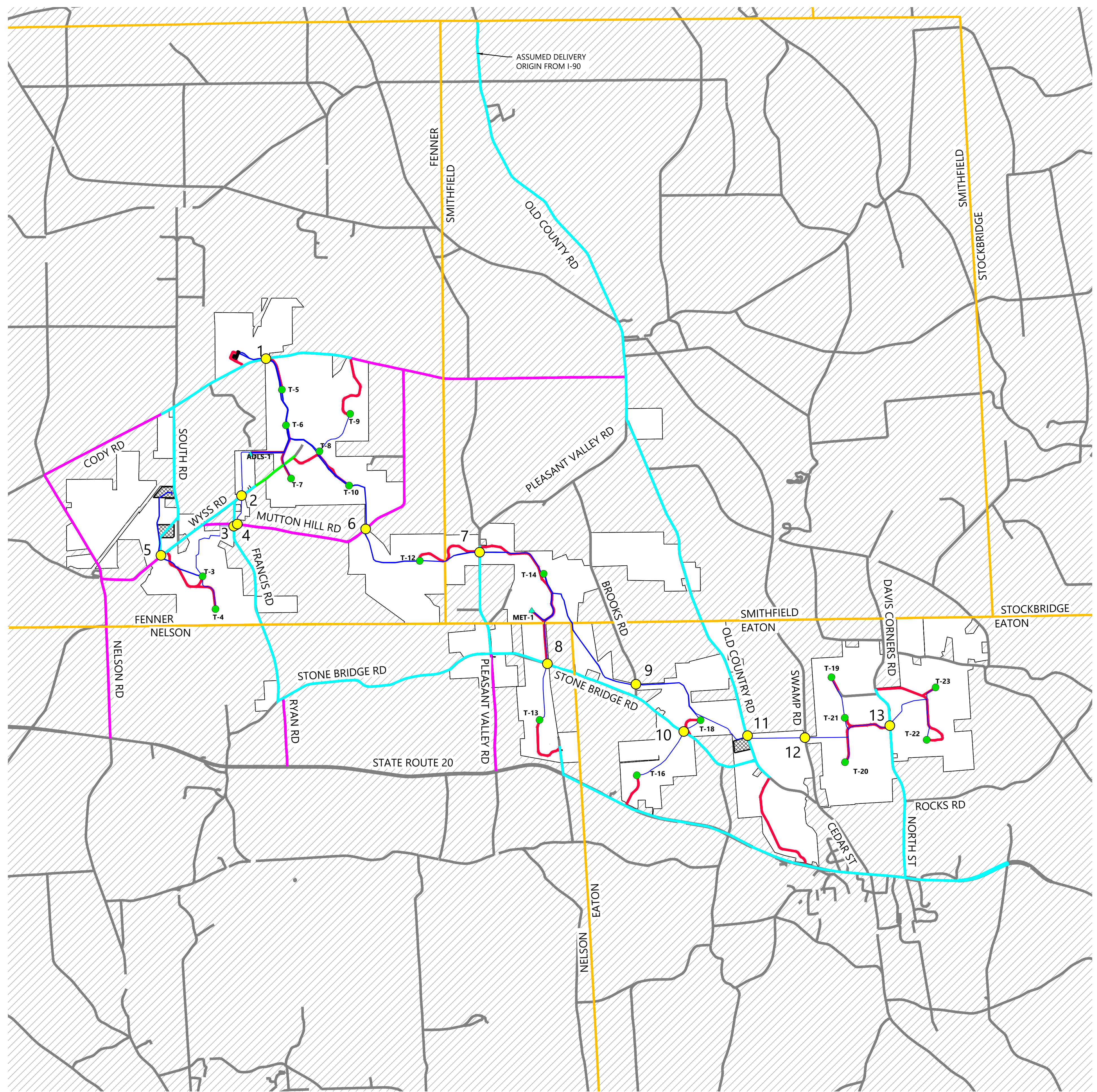
## Hoffman Falls Wind Project

Madison County, New York

Exhibit B-1: Locations of Underground Cables

FOR REVIEW

DATE: 02/23/2026  
 SHEET: 1 REV: E



EOR: Allison Leach, PE

PREPARED FOR:

Hoffman Falls Wind LLC

90 State Street  
 Albany, NY 12207

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR

**LEGEND:**

- PROPOSED ACCESS ROAD
- TEMPORARY INTERSECTION
- DELIVERY ROUTE (INGRESS)
- DELIVERY ROUTE (EGRESS)
- DISTURBANCE LIMITS
- GRADING LIMITS
- PROPOSED INDEX CONTOUR
- PROPOSED INTERVAL CONTOUR
- UNDERGROUND COLLECTION AND COMMUNICATION
- BLADE SWING LIMITS ABOVE WETLAND
- BLADE SWING LIMITS ABOVE ENVIRONMENTALLY SENSITIVE AREA
- BLADE SWING AREA
- NON-PARTICIPATING LAND
- RIGHT OF WAY LINES
- PARCEL LINES (BOUNDARY SURVEY)
- EASEMENT LINES
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EXISTING STRUCTURES
- EX. ROAD CENTERLINE
- EX. STREAM CHANNEL
- EX. WETLAND (DELINEATED)
- 50-FT NYS-REGULATED STREAM BUFFER
- 75-FT NYS-REGULATED WETLAND BUFFER
- 100-FT NYS-REGULATED WETLAND BUFFER
- PROPOSED FACILITY
- EX. ENVIRONMENTALLY SENSITIVE AREA
- INVASIVE SPECIES

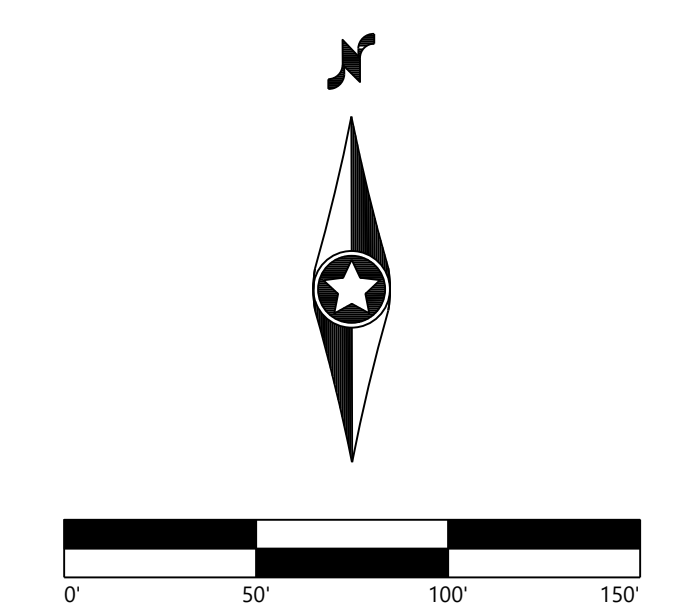
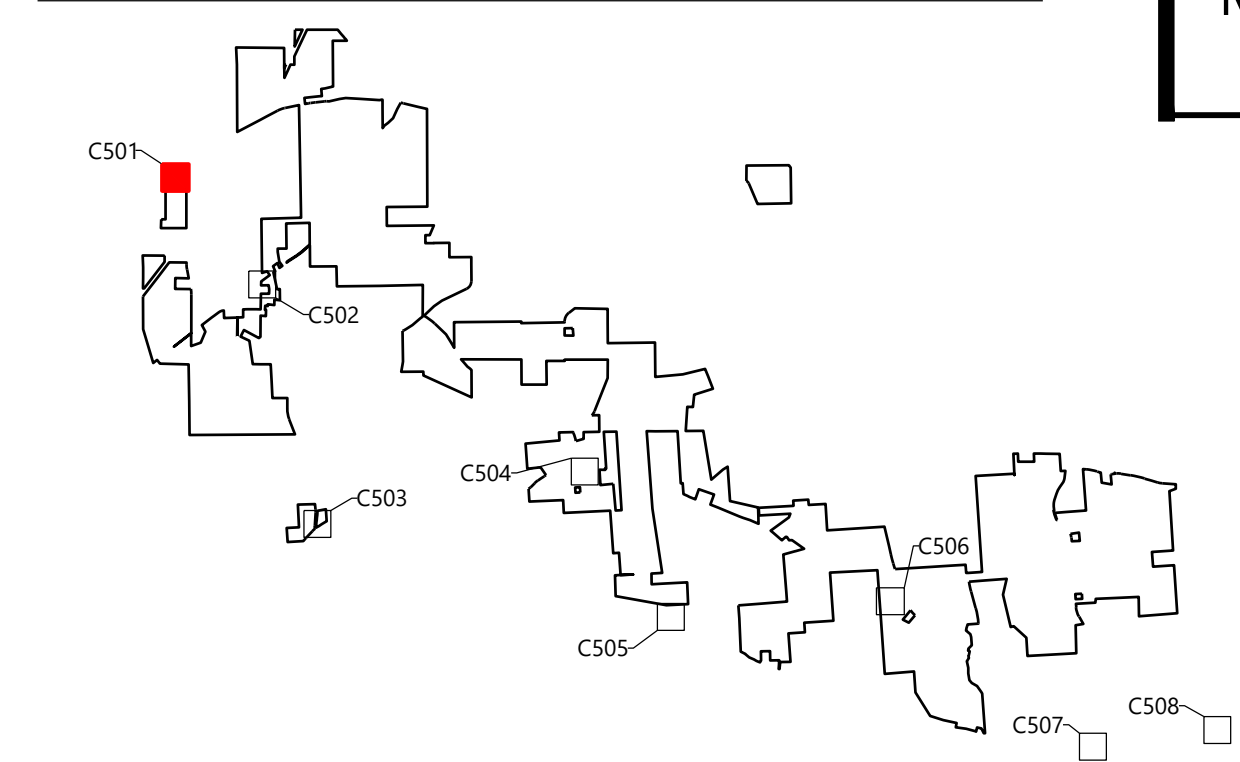
**EROSION CONTROL LEGEND:**

- WATER BARS TO BE INSTALLED AT 125 FOOT SPACING WHERE SLOPES ARE LESS THAN 5%
- WATER BARS TO BE INSTALLED AT 100 FOOT SPACING WHERE SLOPES ARE 5% TO 10%
- WATER BARS TO BE INSTALLED AT 75 FOOT SPACING WHERE SLOPES ARE 10% TO 20%
- PROPOSED VEGETATED FILTER STRIP
- PROPOSED RIPARIAN BUFFER
- PERIMETER SEDIMENT CONTROL (PSM). REFER TO SWPPP APPROVED ESC PRACTICES. MODIFY DESIGN OF PSM IN AGRICULTURAL AREAS, WHERE POSSIBLE, TO MAINTAIN PARALLEL ORIENTATION WITH THE SLOPE. J-HOOK PSM WHEN UNABLE TO MAINTAIN PARALLEL ORIENTATION. J-HOOK LOCATION. SEE FIGURE A7.2 FOR INSTALLATION REQUIREMENTS
- PROPOSED DRAINAGE SWALE
- PROPOSED CONSTRUCTION FENCE
- PROPOSED SEDIMENT LOGS
- PROPOSED FILTER FABRIC
- PROPOSED ROCK CONSTRUCTION ENTRANCE
- PROPOSED ROCK CHECK DAM
- TIMBER MATTING - REQUIRED FOR ALL AGRICULTURAL AND WETLAND CROSSINGS. ACCESS TO AGRICULTURAL LAND DURING TREE CLEARING WILL BE LIMITED TO MATTED AREAS ONLY.
- PROPOSED SILT FENCE STONE OVERFLOW
- PROPOSED EROSION CONTROL BLANKET

**TREE CLEARING LEGEND:**

- FORESTLAND
- SHRUBLAND
- TREE & SHRUB CLEARING

**KEY MAP:**



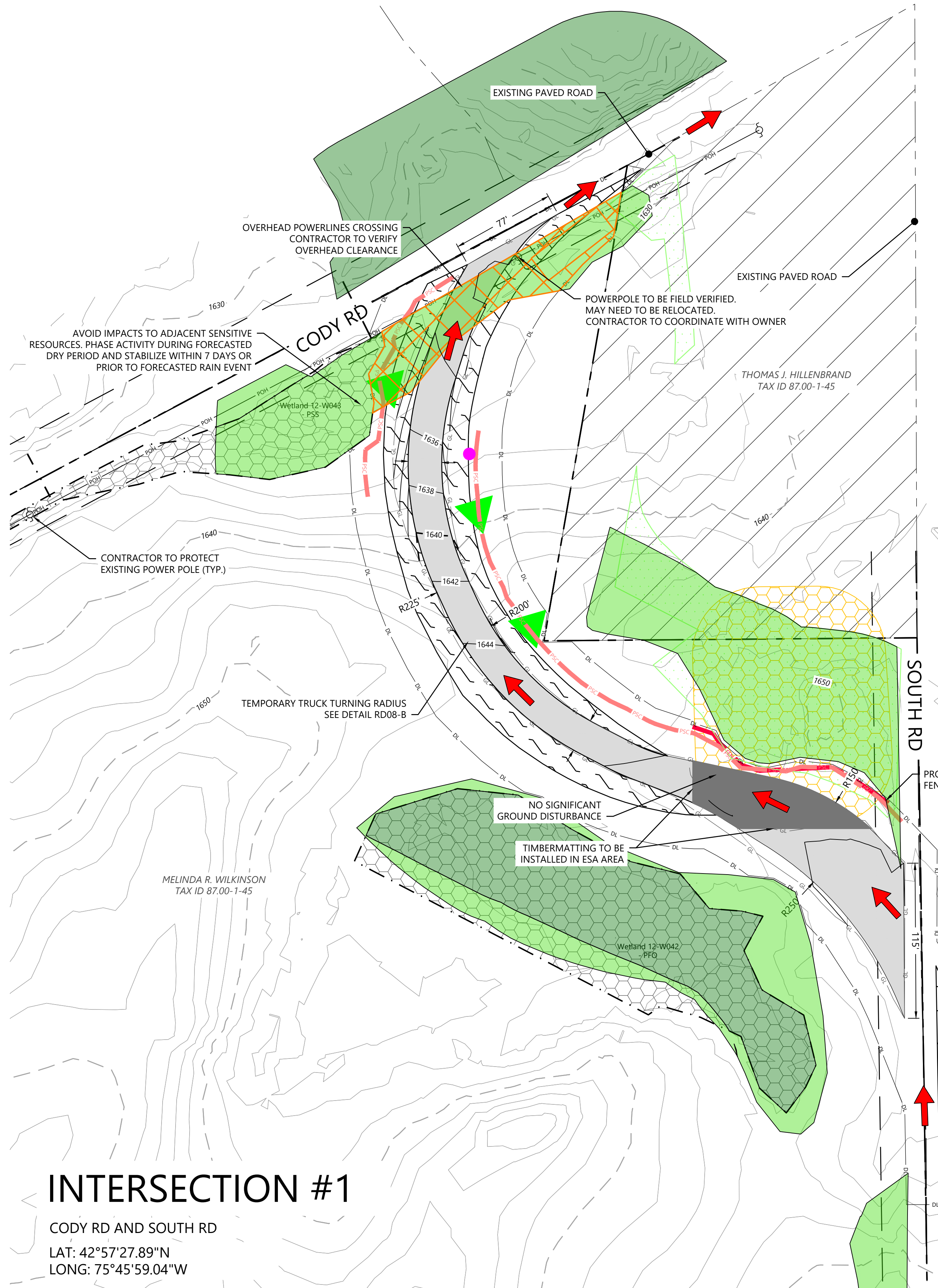
**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

DATE: 02/23/2026

SHEET: 1 REV: E



**INTERSECTION #1**

CODY RD AND SOUTH RD  
 LAT: 42°57'27.89"N  
 LONG: 75°45'59.04"W

**EOR: Allison Leach, PE**

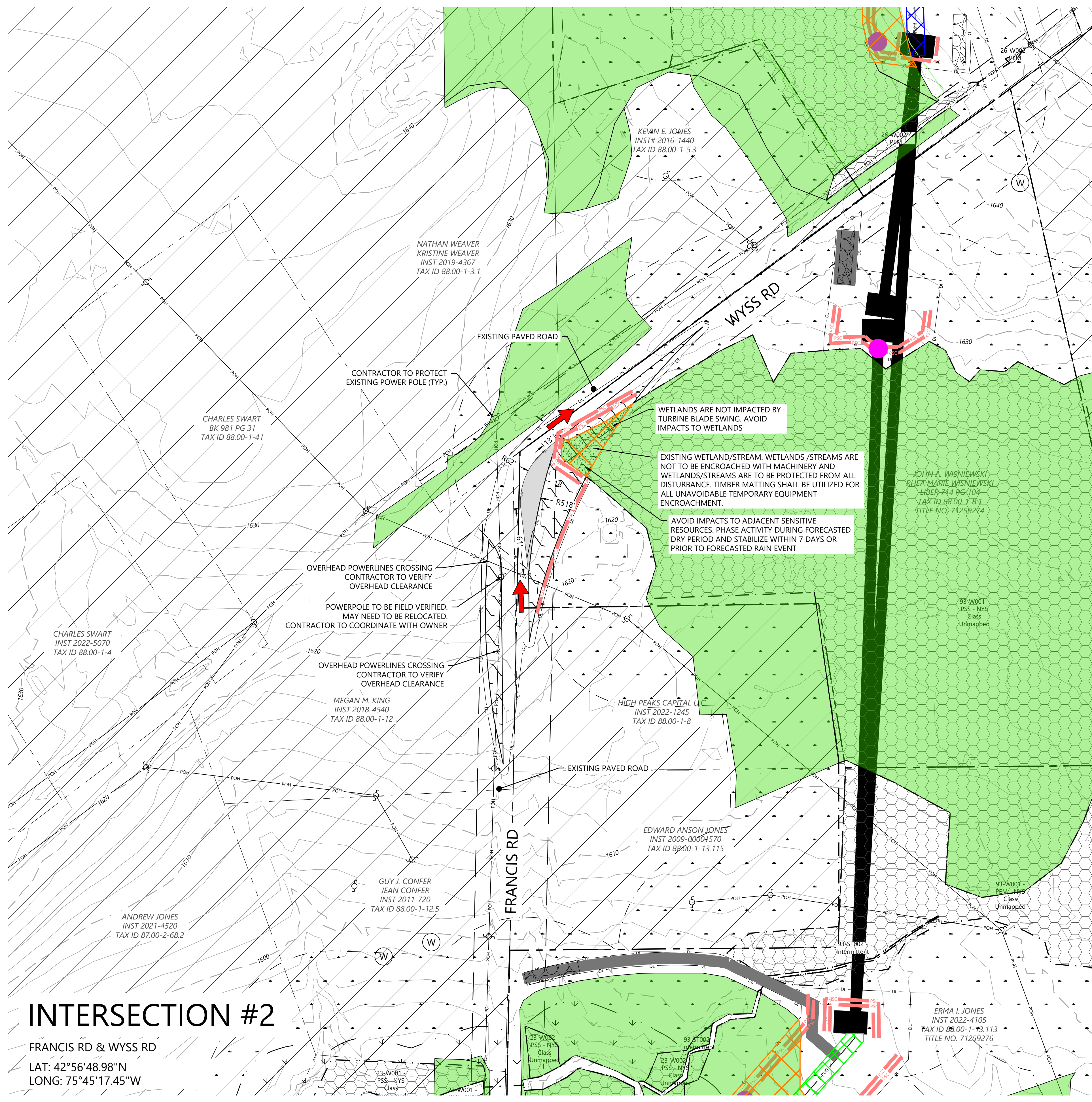
PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR



**INTERSECTION #2**

FRANCIS RD & WYSS RD  
 LAT: 42°56'48.98"N  
 LONG: 75°45'17.45"W

**LEGEND:**

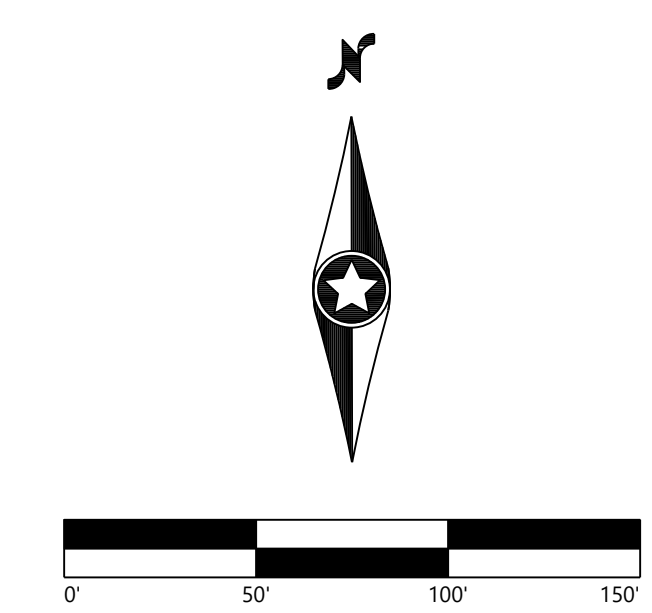
- PROPOSED ACCESS ROAD
- TEMPORARY INTERSECTION
- DELIVERY ROUTE (INGRESS)
- DELIVERY ROUTE (EGRESS)
- DISTURBANCE LIMITS
- GRADING LIMITS
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- NON-PARTICIPATING LAND
- RIGHT OF WAY LINES
- PARCEL LINES (BOUNDARY SURVEY)
- EASEMENT LINES
- EX. INDEX CONTOUR
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- EX. STREAM CHANNEL
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- 50-FT NYS-REGULATED STREAM BUFFER
- 75-FT NYS-REGULATED WETLAND BUFFER
- 100-FT NYS-REGULATED WETLAND BUFFER
- PROPOSED FACILITY
- EX. ENVIRONMENTALLY SENSITIVE AREA
- INVASIVE SPECIES

**EROSION CONTROL LEGEND:**

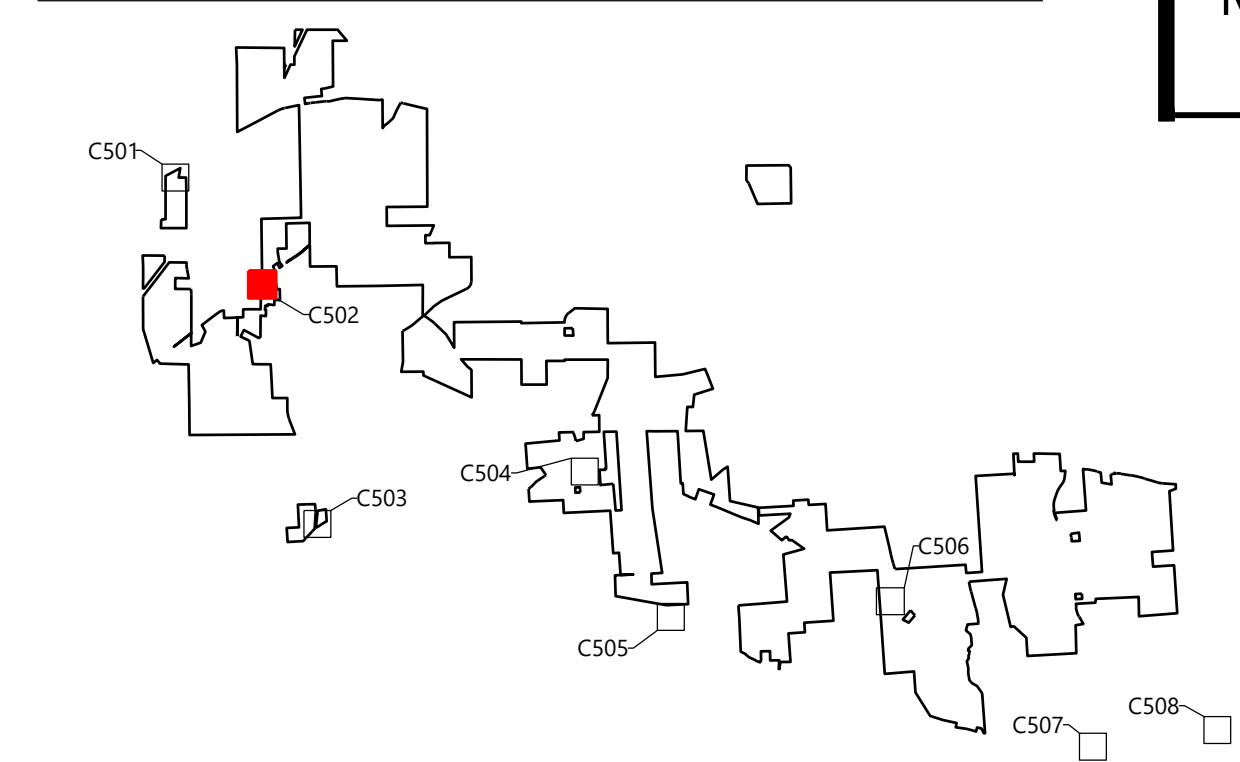
- WATER BARS TO BE INSTALLED AT 125 FOOT SPACING WHERE SLOPES ARE LESS THAN 5%
- WATER BARS TO BE INSTALLED AT 100 FOOT SPACING WHERE SLOPES ARE 5% TO 10%
- WATER BARS TO BE INSTALLED AT 75 FOOT SPACING WHERE SLOPES ARE 10% TO 20%
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- PERIMETER SEDIMENT CONTROL (PSM). REFER TO SWPPP APPROVED ESC PRACTICES. MODIFY DESIGN OF PSM IN AGRICULTURAL AREAS, WHERE POSSIBLE, TO MAINTAIN PARALLEL ORIENTATION WITH THE SLOPE. J-HOOK PSM WHEN UNABLE TO MAINTAIN PARALLEL ORIENTATION. J-HOOK LOCATION. SEE FIGURE A7.2 FOR INSTALLATION REQUIREMENTS
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- PROPOSED SILT FENCE STONE OVERFLOW
- PROPOSED EROSION CONTROL BLANKET

**TREE CLEARING LEGEND:**

- FORESTLAND
- SHRUBLAND
- TREE & SHRUB CLEARING



**KEY MAP:**



**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

DATE: 02/23/2026  
 SHEET: 2  
 REV: E

**EOR: Allison Leach, PE**

PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

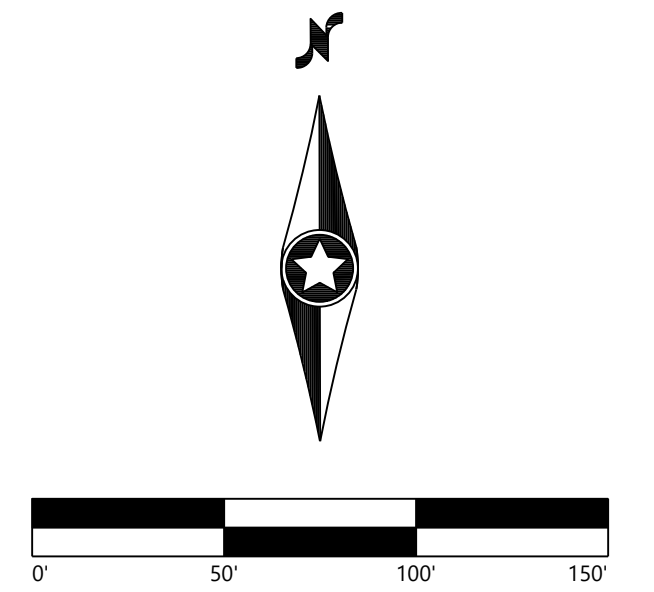
REVISIONS:

#	DATE	COMMENT	BY	CHK	APR

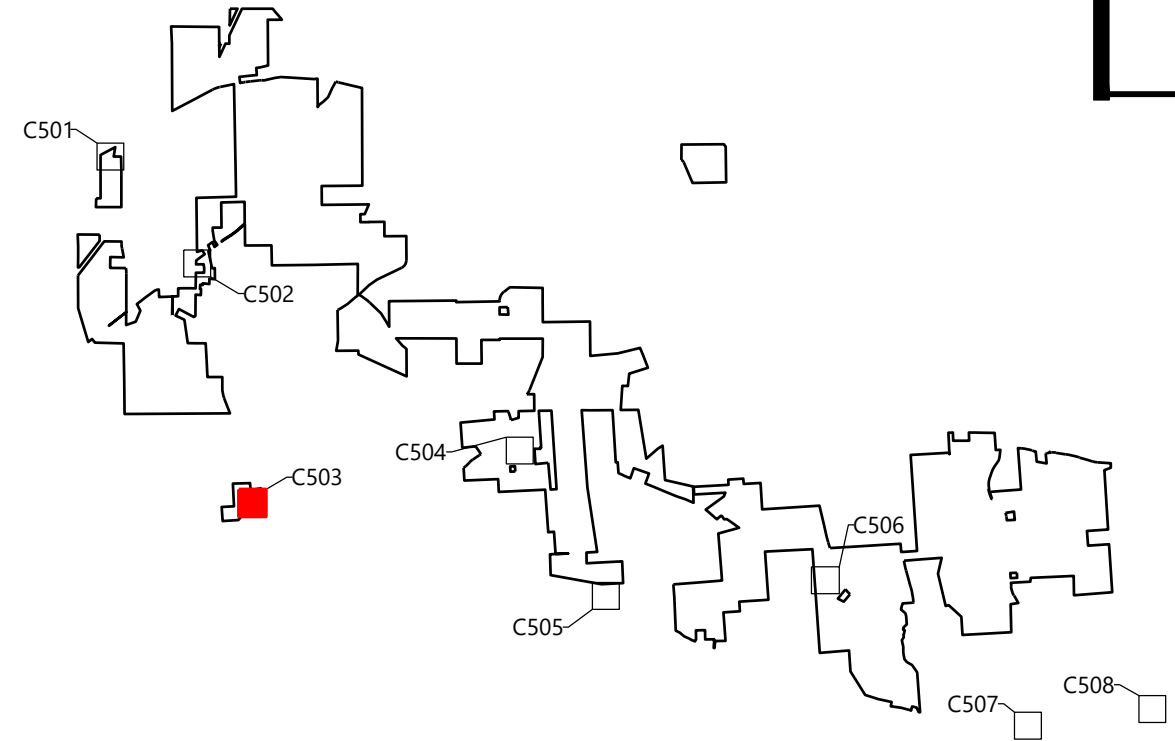
- LEGEND:**
- PROPOSED ACCESS ROAD
  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
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- WATER BARS TO BE INSTALLED AT 125 FOOT SPACING WHERE SLOPES ARE LESS THAN 5%
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  - PROPOSED VEGETATED FILTER STRIP
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  - PERIMETER SEDIMENT CONTROL (PSM). REFER TO SWPPP APPROVED ESC PRACTICES. MODIFY DESIGN OF PSM IN AGRICULTURAL AREAS, WHERE POSSIBLE, TO MAINTAIN PARALLEL ORIENTATION WITH THE SLOPE. J-HOOK PSM WHEN UNABLE TO MAINTAIN PARALLEL ORIENTATION. J-HOOK LOCATION. SEE FIGURE A7.2 FOR INSTALLATION REQUIREMENTS.
  - PROPOSED DRAINAGE SWALE
  - PROPOSED CONSTRUCTION FENCE
  - PROPOSED SEDIMENT LOGS
  - PROPOSED FILTER FABRIC
  - PROPOSED ROCK CONSTRUCTION ENTRANCE
  - PROPOSED ROCK CHECK DAM
  - TIMBER MATTING - REQUIRED FOR ALL AGRICULTURAL AND WETLAND CROSSINGS. ACCESS TO AGRICULTURAL LAND DURING TREE CLEARING WILL BE LIMITED TO MATTED AREAS ONLY.
  - PROPOSED SILT FENCE STONE OVERFLOW
  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**KEY MAP:**



**Hoffman Falls Wind Project**

Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

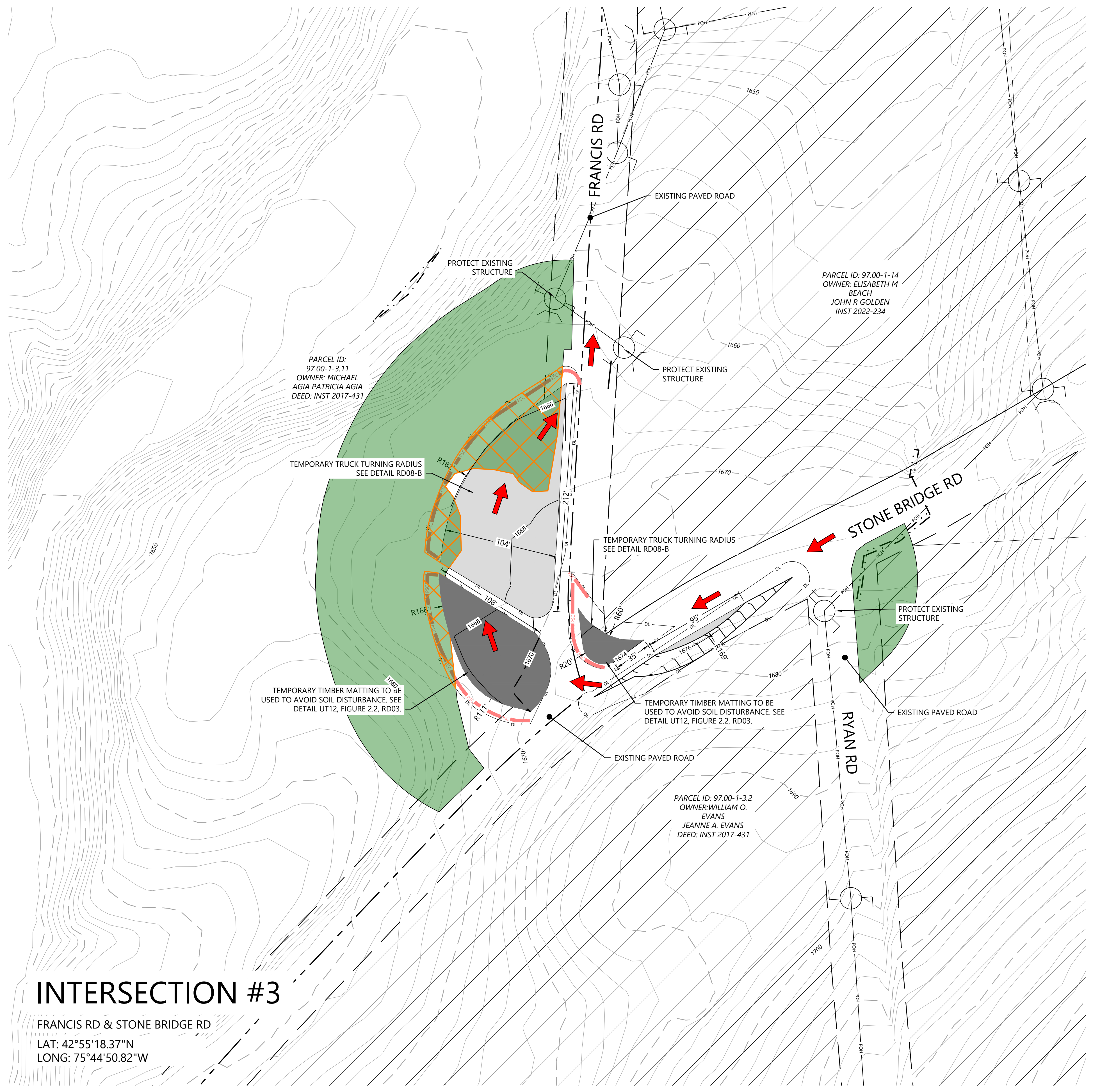
DATE: 02/23/2026

SHEET: 3

REV: E

**INTERSECTION #3**

FRANCIS RD & STONE BRIDGE RD  
 LAT: 42°55'18.37"N  
 LONG: 75°44'50.82"W



**EOR: Allison Leach, PE**

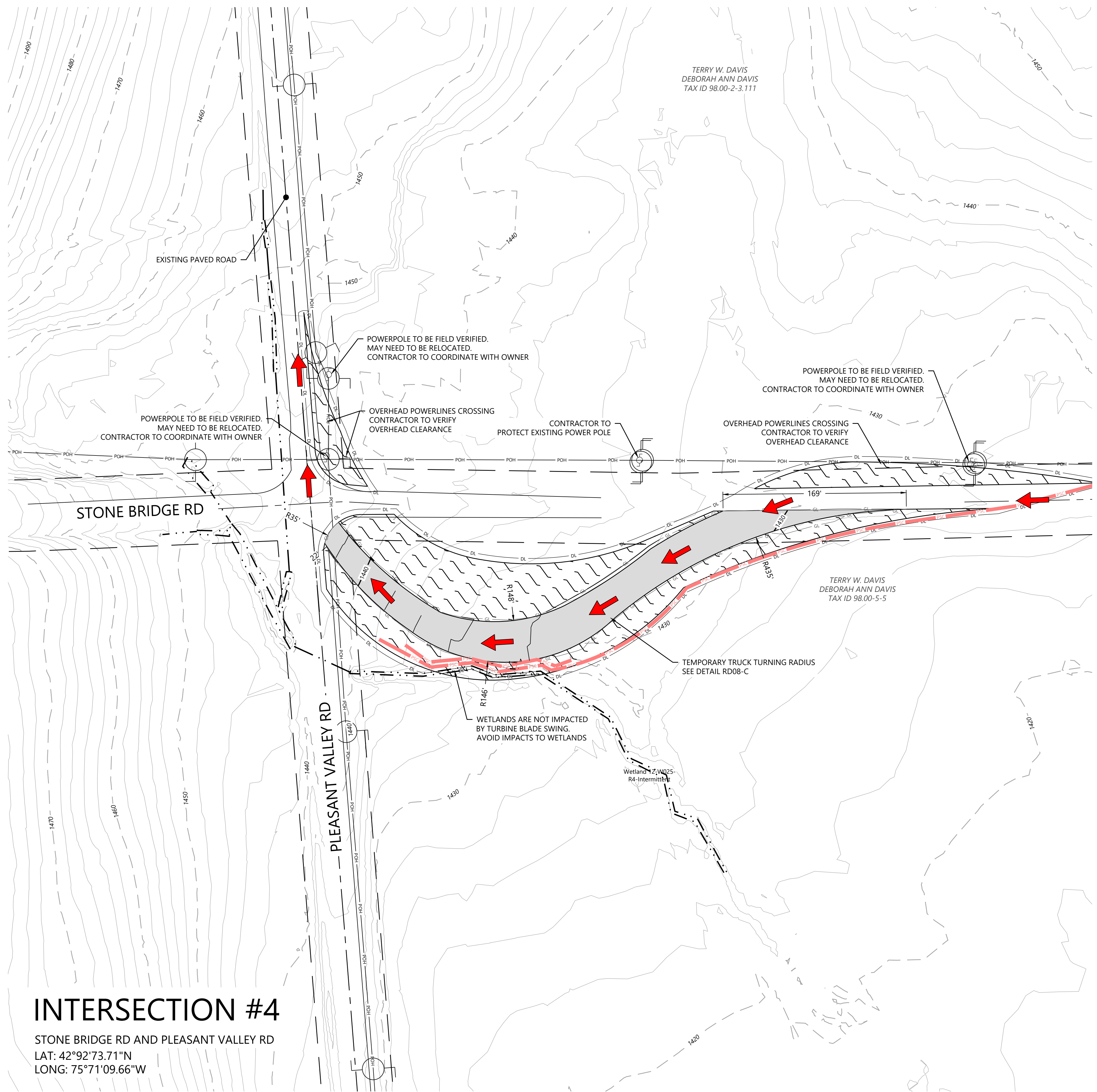
PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

REVISIONS:

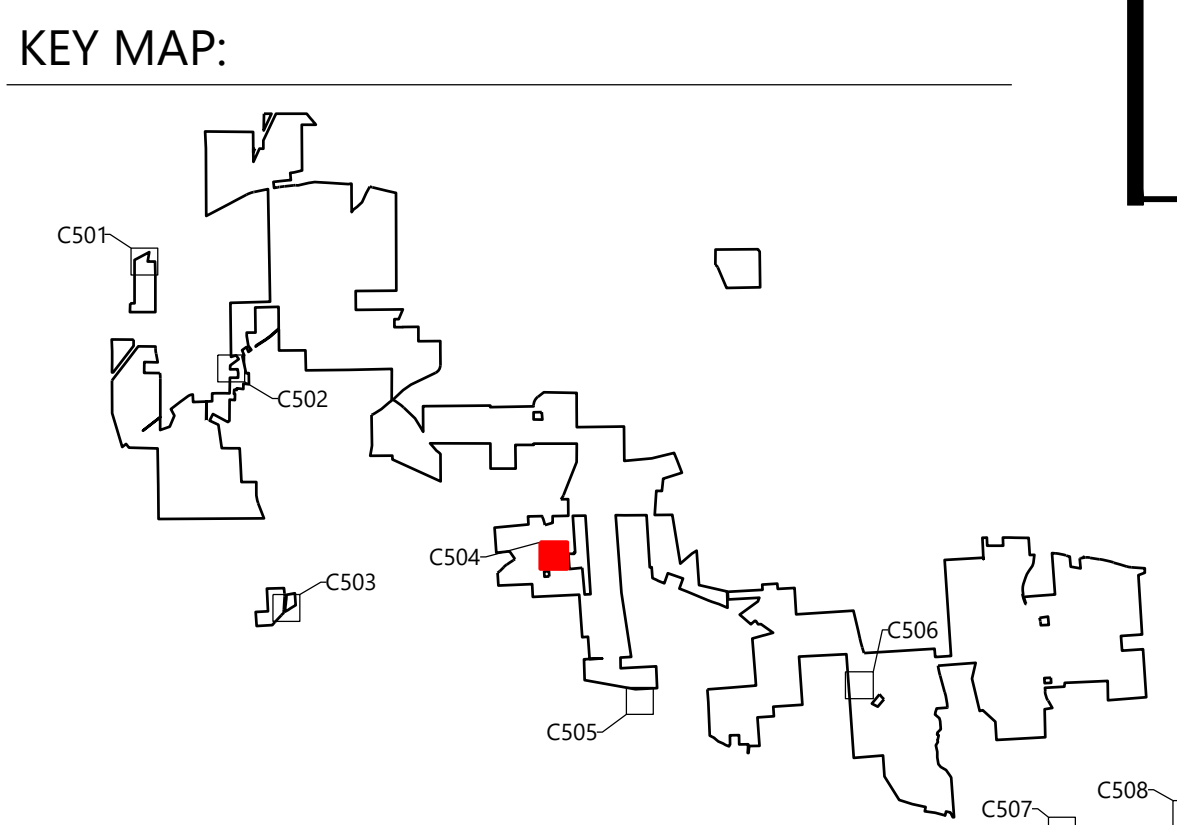
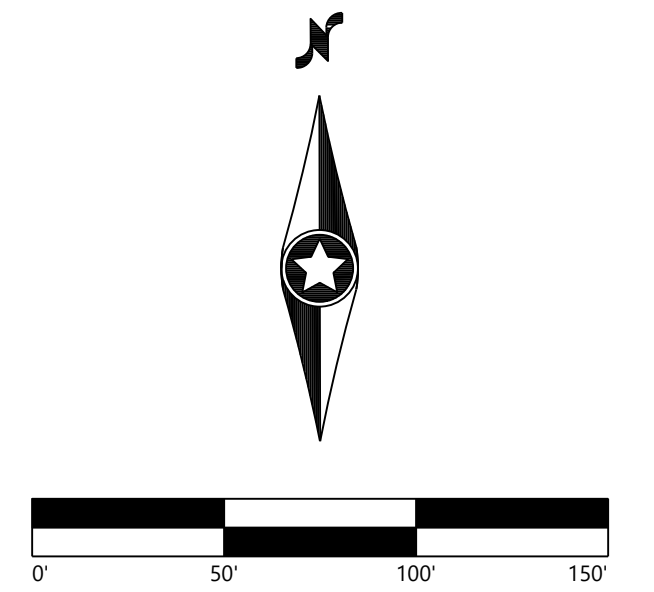
#	DATE	COMMENT	BY	CHK	APR



- LEGEND:**
- PROPOSED ACCESS ROAD
  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
  - GRADING LIMITS
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERVAL CONTOUR
  - UNDERGROUND COLLECTION AND COMMUNICATION
  - BLADE SWING LIMITS ABOVE WETLAND
  - BLADE SWING LIMITS ABOVE ENVIRONMENTALLY SENSITIVE AREA
  - BLADE SWING AREA
  - NON-PARTICIPATING LAND
  - RIGHT OF WAY LINES
  - PARCEL LINES (BOUNDARY SURVEY)
  - EASEMENT LINES
  - EX. INDEX CONTOUR
  - EX. INTERVAL CONTOUR
  - EXISTING STRUCTURES
  - EX. ROAD CENTERLINE
  - EX. STREAM CHANNEL
  - EX. WETLAND (DELINEATED)
  - 50-FT NYS-REGULATED STREAM BUFFER
  - 75-FT NYS-REGULATED WETLAND BUFFER
  - 100-FT NYS-REGULATED WETLAND BUFFER
  - PROPOSED FACILITY
  - EX. ENVIRONMENTALLY SENSITIVE AREA
  - INVASIVE SPECIES

- EROSION CONTROL LEGEND:**
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  - WATER BARS TO BE INSTALLED AT 100 FOOT SPACING WHERE SLOPES ARE 5% TO 10%
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  - PROPOSED SEDIMENT LOGS
  - PROPOSED FILTER FABRIC
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  - PROPOSED ROCK CHECK DAM
  - TIMBER MATTING - REQUIRED FOR ALL AGRICULTURAL AND WETLAND CROSSINGS. ACCESS TO AGRICULTURAL LAND DURING TREE CLEARING WILL BE LIMITED TO MATTED AREAS ONLY.
  - PROPOSED SILT FENCE STONE OVERFLOW
  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

DATE: 02/23/2026

SHEET: 4 REV: E

**INTERSECTION #4**  
 STONE BRIDGE RD AND PLEASANT VALLEY RD  
 LAT: 42°92'73.71"N  
 LONG: 75°71'09.66"W

**EOR: Allison Leach, PE**

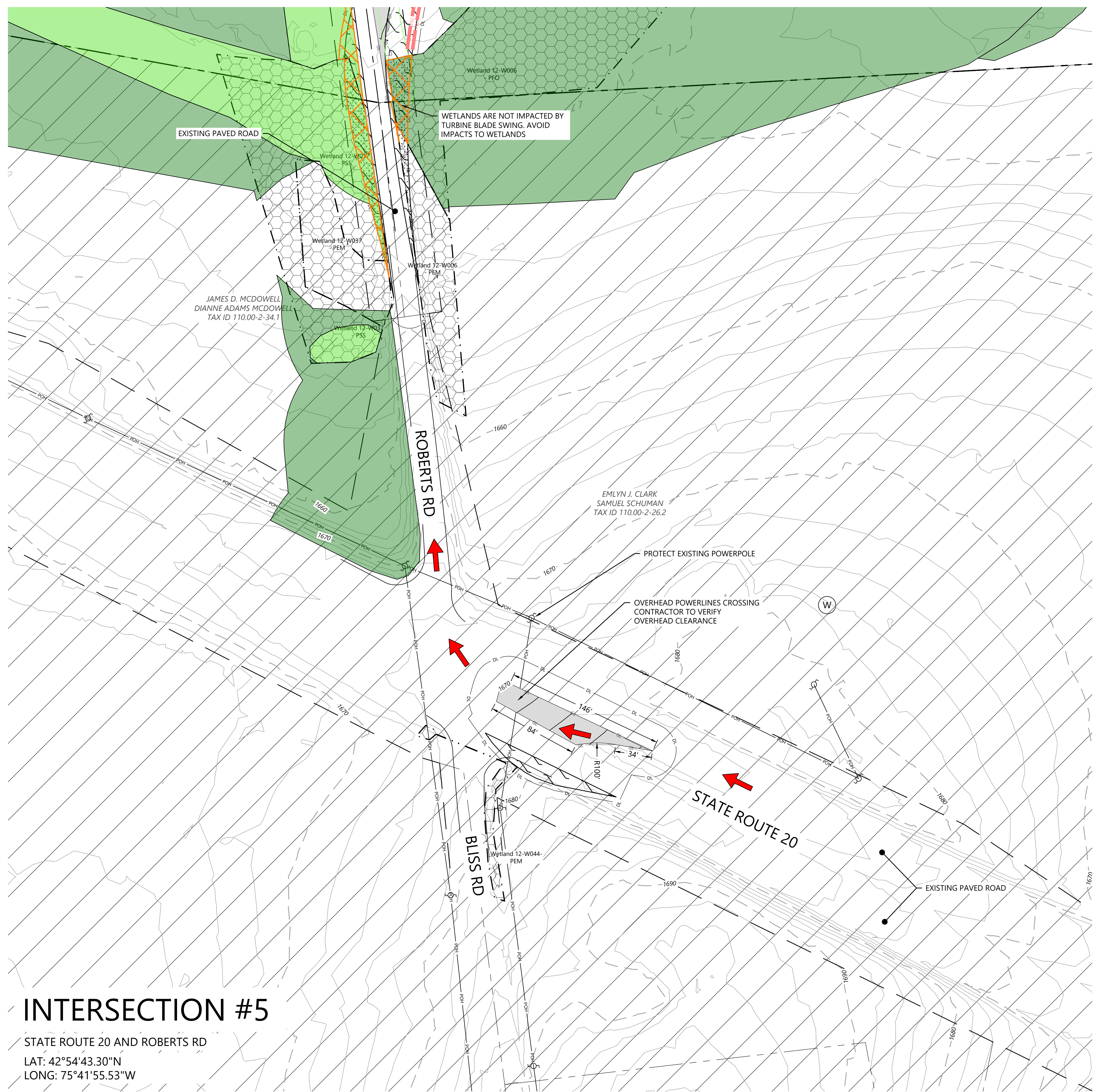
PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

REVISIONS:

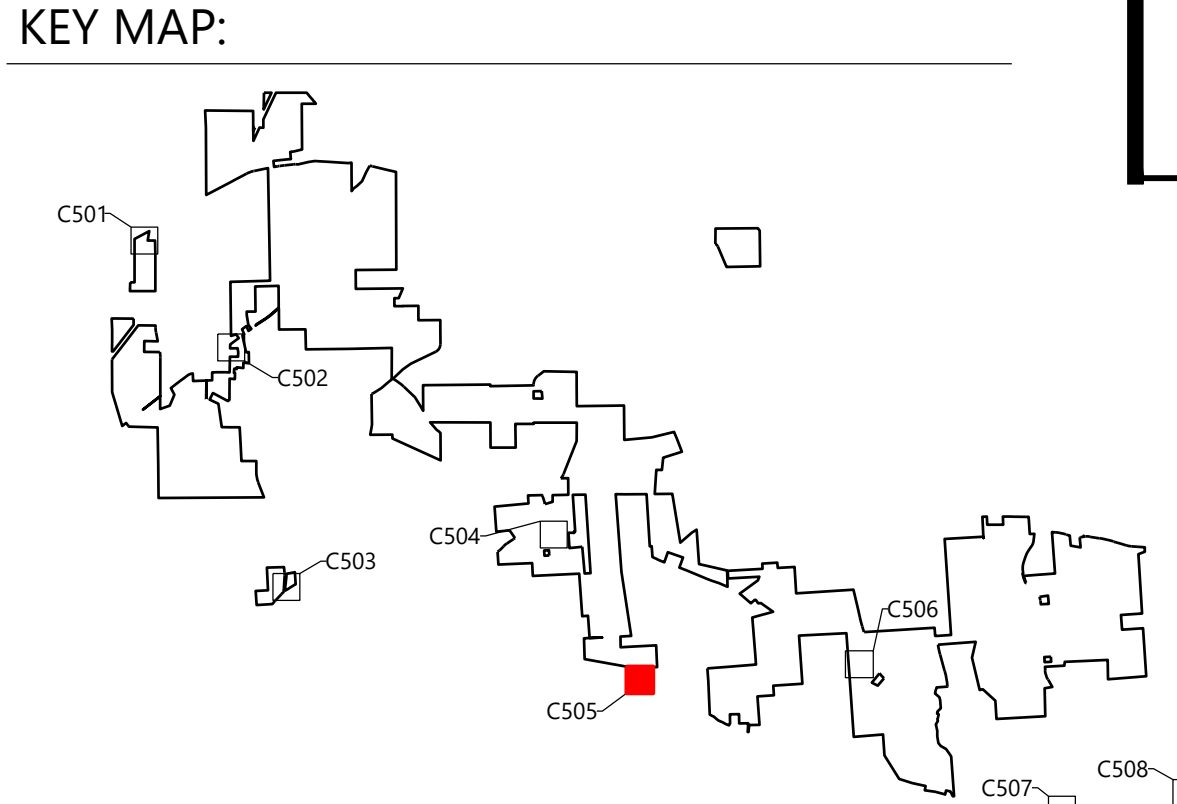
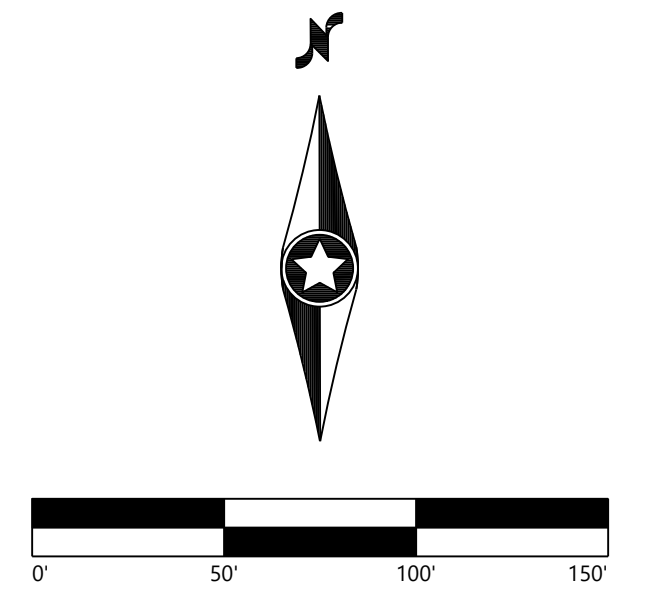
#	DATE	COMMENT	BY	CHK	APR



- LEGEND:**
- PROPOSED ACCESS ROAD
  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
  - GRADING LIMITS
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERVAL CONTOUR
  - UNDERGROUND COLLECTION AND COMMUNICATION
  - BLADE SWING LIMITS ABOVE WETLAND
  - BLADE SWING LIMITS ABOVE ENVIRONMENTALLY SENSITIVE AREA
  - BLADE SWING AREA
  - NON-PARTICIPATING LAND
  - RIGHT OF WAY LINES
  - PARCEL LINES (BOUNDARY SURVEY)
  - EASEMENT LINES
  - EX. INDEX CONTOUR
  - EX. INTERVAL CONTOUR
  - EXISTING STRUCTURES
  - EX. ROAD CENTERLINE
  - EX. STREAM CHANNEL
  - EX. WETLAND (DELINEATED)
  - 50-FT NYS-REGULATED STREAM BUFFER
  - 75-FT NYS-REGULATED WETLAND BUFFER
  - 100-FT NYS-REGULATED WETLAND BUFFER
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  - EX. ENVIRONMENTALLY SENSITIVE AREA
  - INVASIVE SPECIES

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  - WATER BARS TO BE INSTALLED AT 75 FOOT SPACING WHERE SLOPES ARE 10% TO 20%
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  - PERIMETER SEDIMENT CONTROL (PSM). REFER TO SWPPP APPROVED ESC PRACTICES. MODIFY DESIGN OF PSM IN AGRICULTURAL AREAS, WHERE POSSIBLE, TO MAINTAIN PARALLEL ORIENTATION WITH THE SLOPE. J-HOOK PSM WHEN UNABLE TO MAINTAIN PARALLEL ORIENTATION. J-HOOK LOCATION. SEE FIGURE A7.2 FOR INSTALLATION REQUIREMENTS
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  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**INTERSECTION #5**

STATE ROUTE 20 AND ROBERTS RD  
 LAT: 42°54'43.30"N  
 LONG: 75°41'55.53"W

**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

**FOR REVIEW**  
 DATE: 02/23/2026  
 SHEET: 5 REV: E

**EOR: Allison Leach, PE**

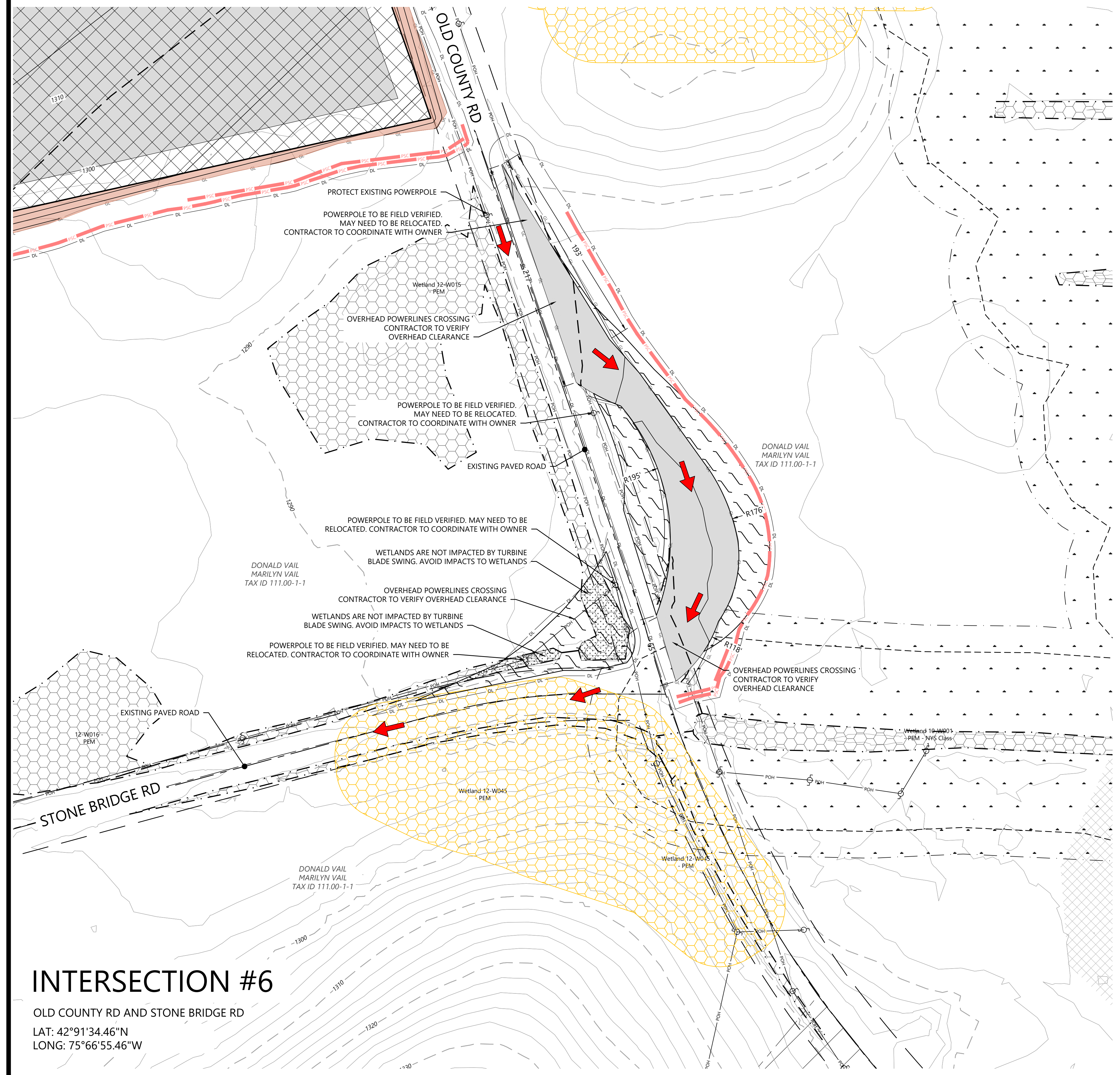
PREPARED FOR:

**Hoffman Falls Wind LLC**

90 State Street  
 Albany, NY 12207

REVISIONS:

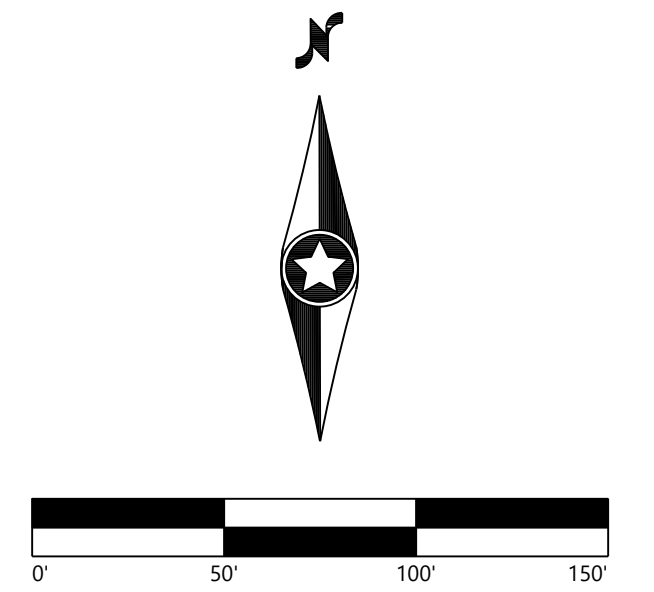
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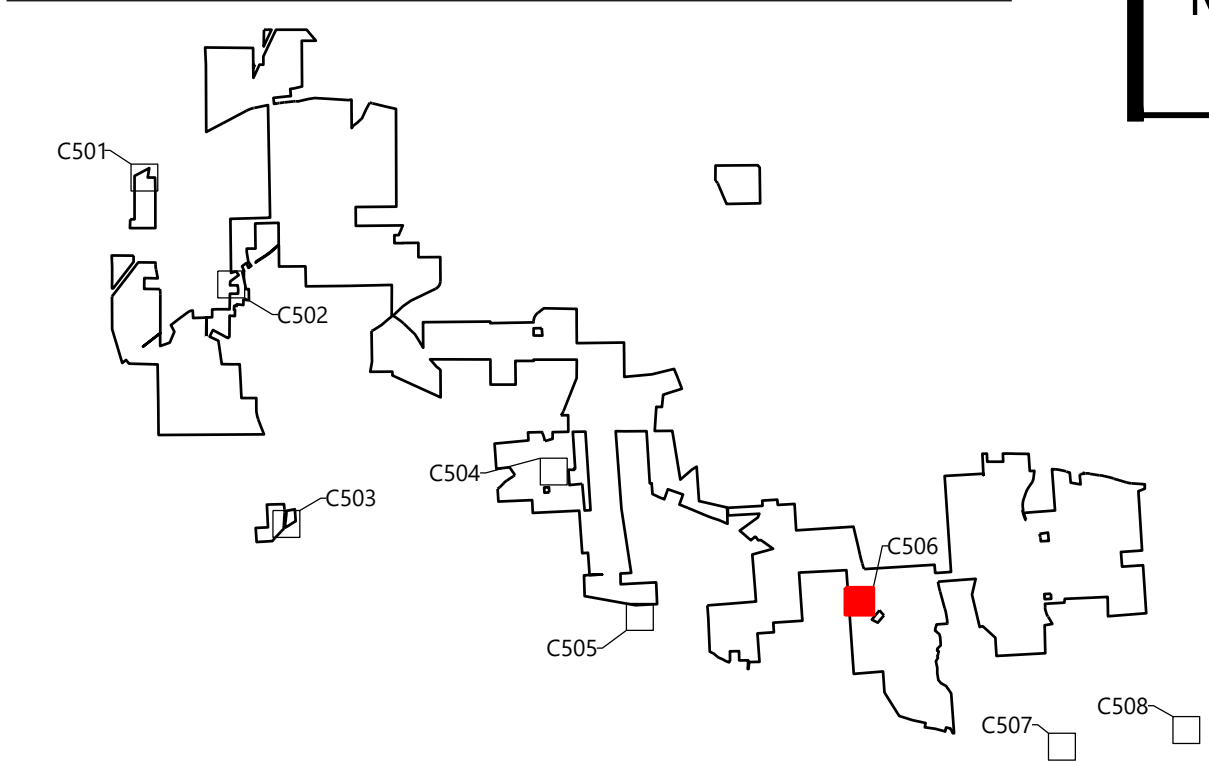
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  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
  - GRADING LIMITS
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERVAL CONTOUR
  - UNDERGROUND COLLECTION AND COMMUNICATION
  - BLADE SWING LIMITS ABOVE WETLAND
  - BLADE SWING LIMITS ABOVE ENVIRONMENTALLY SENSITIVE AREA
  - BLADE SWING AREA
  - NON-PARTICIPATING LAND
  - RIGHT OF WAY LINES
  - PARCEL LINES (BOUNDARY SURVEY)
  - EASEMENT LINES
  - EX. INDEX CONTOUR
  - EX. INTERVAL CONTOUR
  - EXISTING STRUCTURES
  - EX. ROAD CENTERLINE
  - EX. STREAM CHANNEL
  - EX. WETLAND (DELINEATED)
  - 50-FT NYS-REGULATED STREAM BUFFER
  - 75-FT NYS-REGULATED WETLAND BUFFER
  - 100-FT NYS-REGULATED WETLAND BUFFER
  - PROPOSED FACILITY
  - EX. ENVIRONMENTALLY SENSITIVE AREA
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  - PROPOSED SILT FENCE STONE OVERFLOW
  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**KEY MAP:**



**INTERSECTION #6**

OLD COUNTY RD AND STONE BRIDGE RD

LAT: 42°91'34.46"N  
 LONG: 75°66'55.46"W

**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

DATE: 02/23/2026

SHEET: 6

REV: E

EOR: Allison Leach, PE

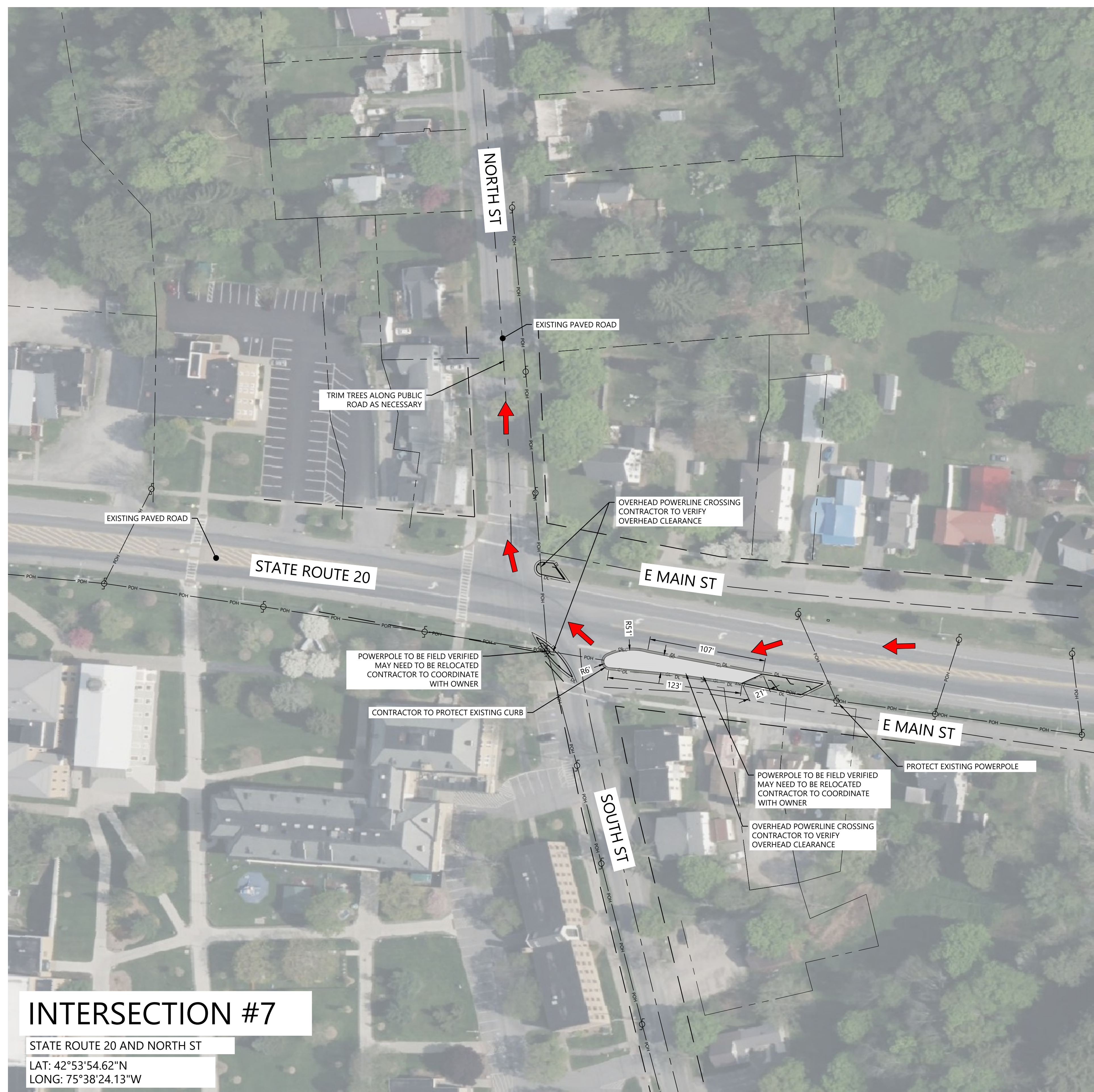
PREPARED FOR:

Hoffman Falls Wind LLC

90 State Street  
Albany, NY 12207

REVISIONS:

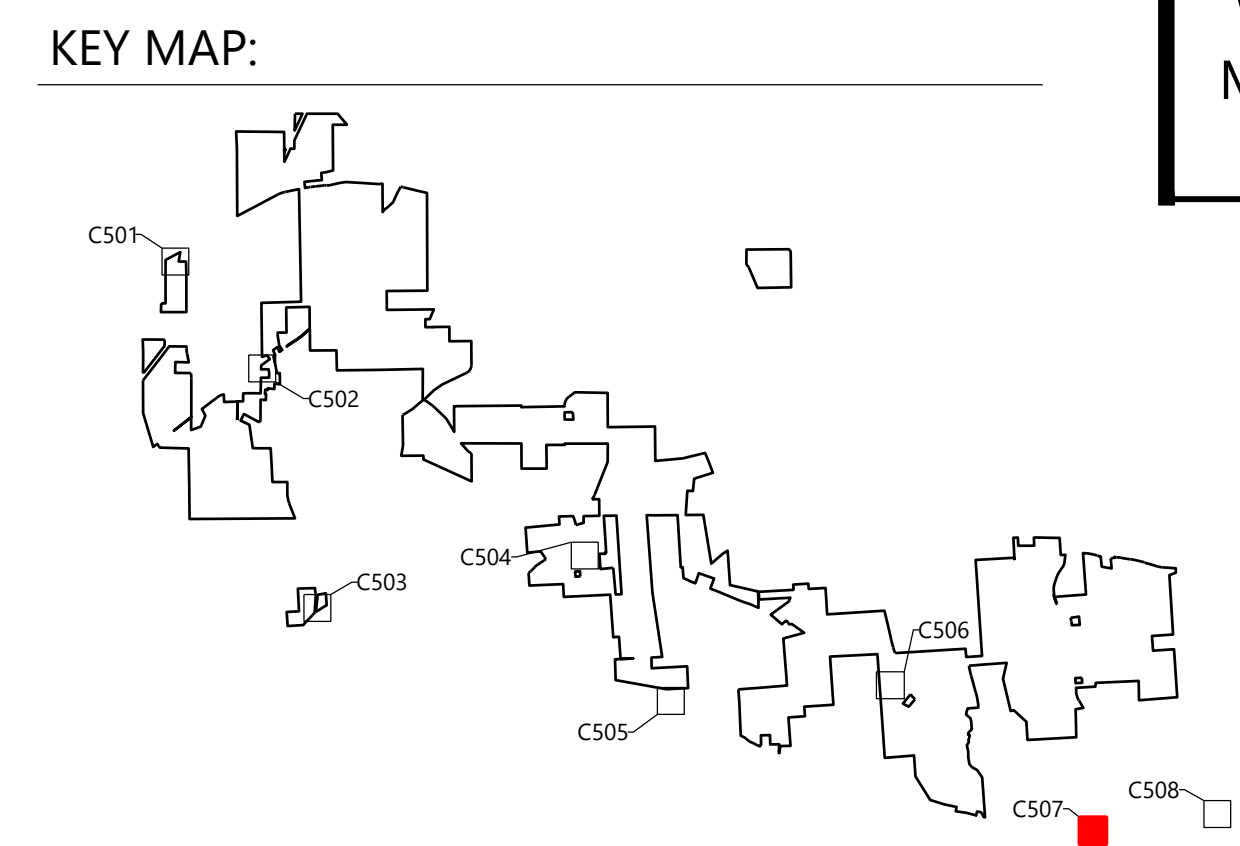
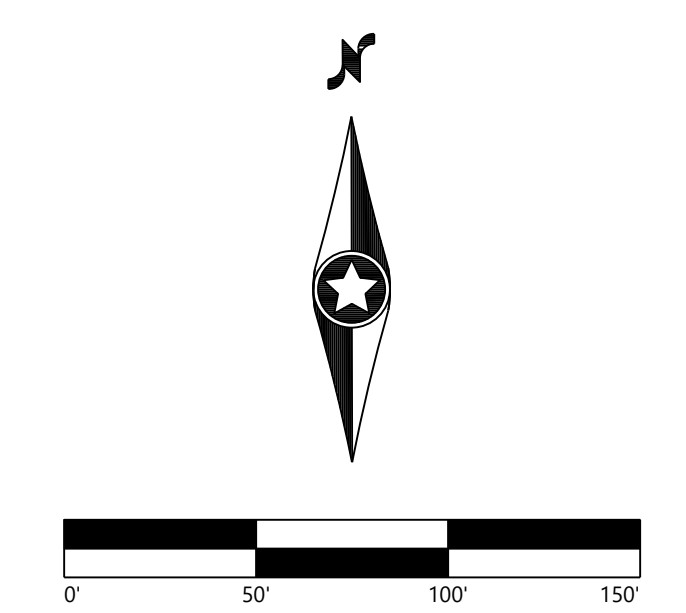
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- LEGEND:**
- PROPOSED ACCESS ROAD
  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
  - GRADING LIMITS
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERVAL CONTOUR
  - UNDERGROUND COLLECTION AND COMMUNICATION
  - BLADE SWING LIMITS ABOVE WETLAND
  - BLADE SWING LIMITS ABOVE ENVIRONMENTALLY SENSITIVE AREA
  - BLADE SWING AREA
  - NON-PARTICIPATING LAND
  - RIGHT OF WAY LINES
  - PARCEL LINES (BOUNDARY SURVEY)
  - EASEMENT LINES
  - EX. INDEX CONTOUR
  - EX. INTERVAL CONTOUR
  - EXISTING STRUCTURES
  - EX. ROAD CENTERLINE
  - EX. STREAM CHANNEL
  - EX. WETLAND (DELINEATED)
  - 50-FT NYS-REGULATED STREAM BUFFER
  - 75-FT NYS-REGULATED WETLAND BUFFER
  - 100-FT NYS-REGULATED WETLAND BUFFER
  - PROPOSED FACILITY
  - EX. ENVIRONMENTALLY SENSITIVE AREA
  - INVASIVE SPECIES

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  - PROPOSED SEDIMENT LOGS
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  - TIMBER MATTING - REQUIRED FOR ALL AGRICULTURAL AND WETLAND CROSSINGS. ACCESS TO AGRICULTURAL LAND DURING TREE CLEARING WILL BE LIMITED TO MATTED AREAS ONLY.
  - PROPOSED SILT FENCE STONE OVERFLOW
  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**INTERSECTION #7**  
STATE ROUTE 20 AND NORTH ST  
LAT: 42°53'54.62"N  
LONG: 75°38'24.13"W

**Hoffman Falls Wind Project**  
Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW  
DATE: 02/23/2026  
SHEET: 7  
REV: D

EOR: Allison Leach, PE

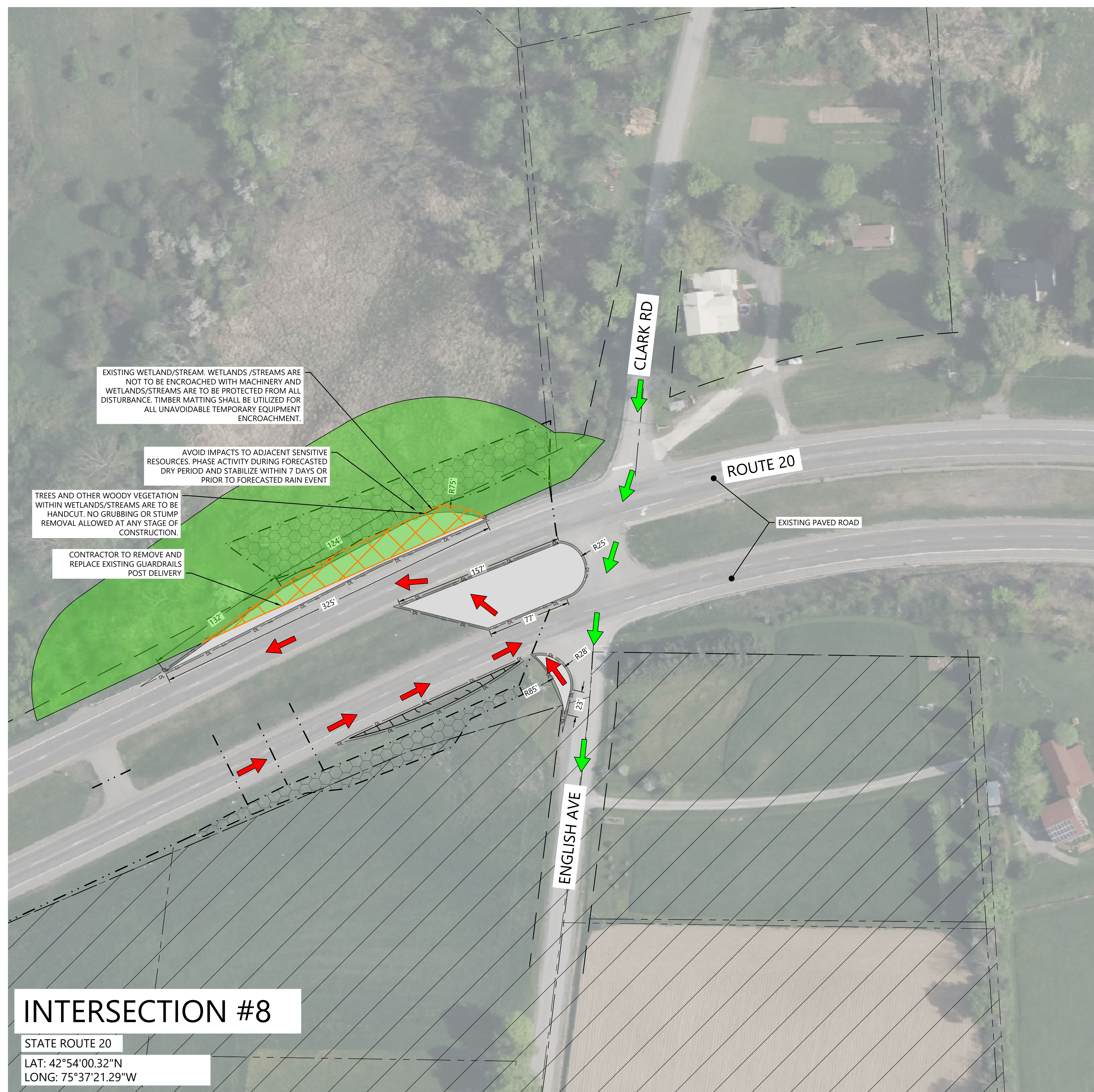
PREPARED FOR:

Hoffman Falls Wind LLC

90 State Street  
 Albany, NY 12207

REVISIONS:

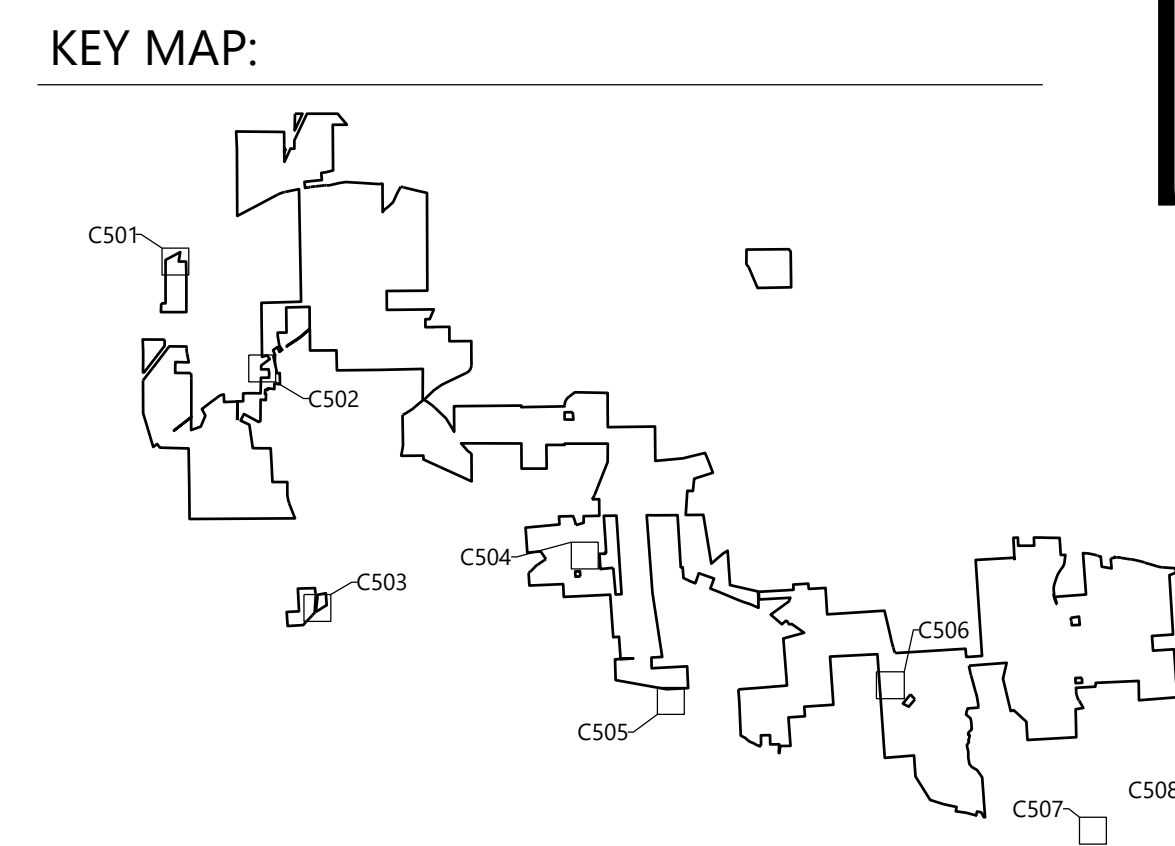
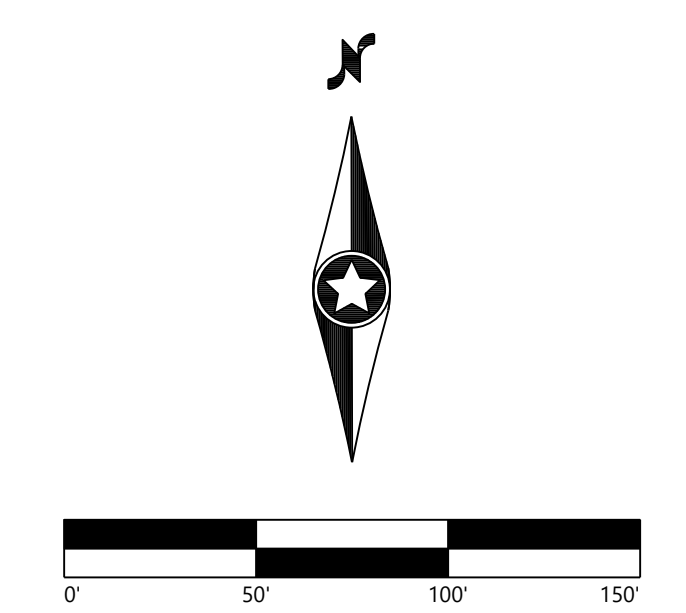
#	DATE	COMMENT	BY	CHK	APR



- LEGEND:**
- PROPOSED ACCESS ROAD
  - TEMPORARY INTERSECTION
  - DELIVERY ROUTE (INGRESS)
  - DELIVERY ROUTE (EGRESS)
  - DISTURBANCE LIMITS
  - GRADING LIMITS
  - PROPOSED INDEX CONTOUR
  - PROPOSED INTERVAL CONTOUR
  - UNDERGROUND COLLECTION AND COMMUNICATION
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  - BLADE SWING AREA
  - NON-PARTICIPATING LAND
  - RIGHT OF WAY LINES
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  - EASEMENT LINES
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  - 75-FT NYS-REGULATED WETLAND BUFFER
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  - PROPOSED SEDIMENT LOGS
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  - PROPOSED ROCK CONSTRUCTION ENTRANCE
  - PROPOSED ROCK CHECK DAM
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  - PROPOSED SILT FENCE STONE OVERFLOW
  - PROPOSED EROSION CONTROL BLANKET

- TREE CLEARING LEGEND:**
- FORESTLAND
  - SHRUBLAND
  - TREE & SHRUB CLEARING



**INTERSECTION #8**

STATE ROUTE 20

LAT: 42°54'00.32"N  
 LONG: 75°37'21.29"W

**Hoffman Falls Wind Project**  
 Madison County, New York

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

FOR REVIEW

DATE: 02/23/2026  
 SHEET: 8  
 REV: E

EOR: Alejandro Alvarado, PE

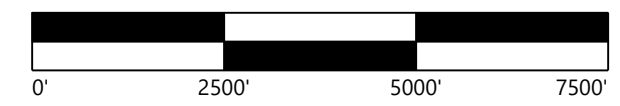
PREPARED FOR:

Hoffman Falls Wind LLC

90 State Street  
 Albany, NY 12207

REVISIONS:  
 # DATE COMMENT BY CHK APR

#	DATE	COMMENT	BY	CHK	APR



# Hoffman Falls Wind Project

Madison County, New York

Exhibit D: Locations of Driveways and Curb Cuts

FOR REVIEW

DATE: 02/23/2026

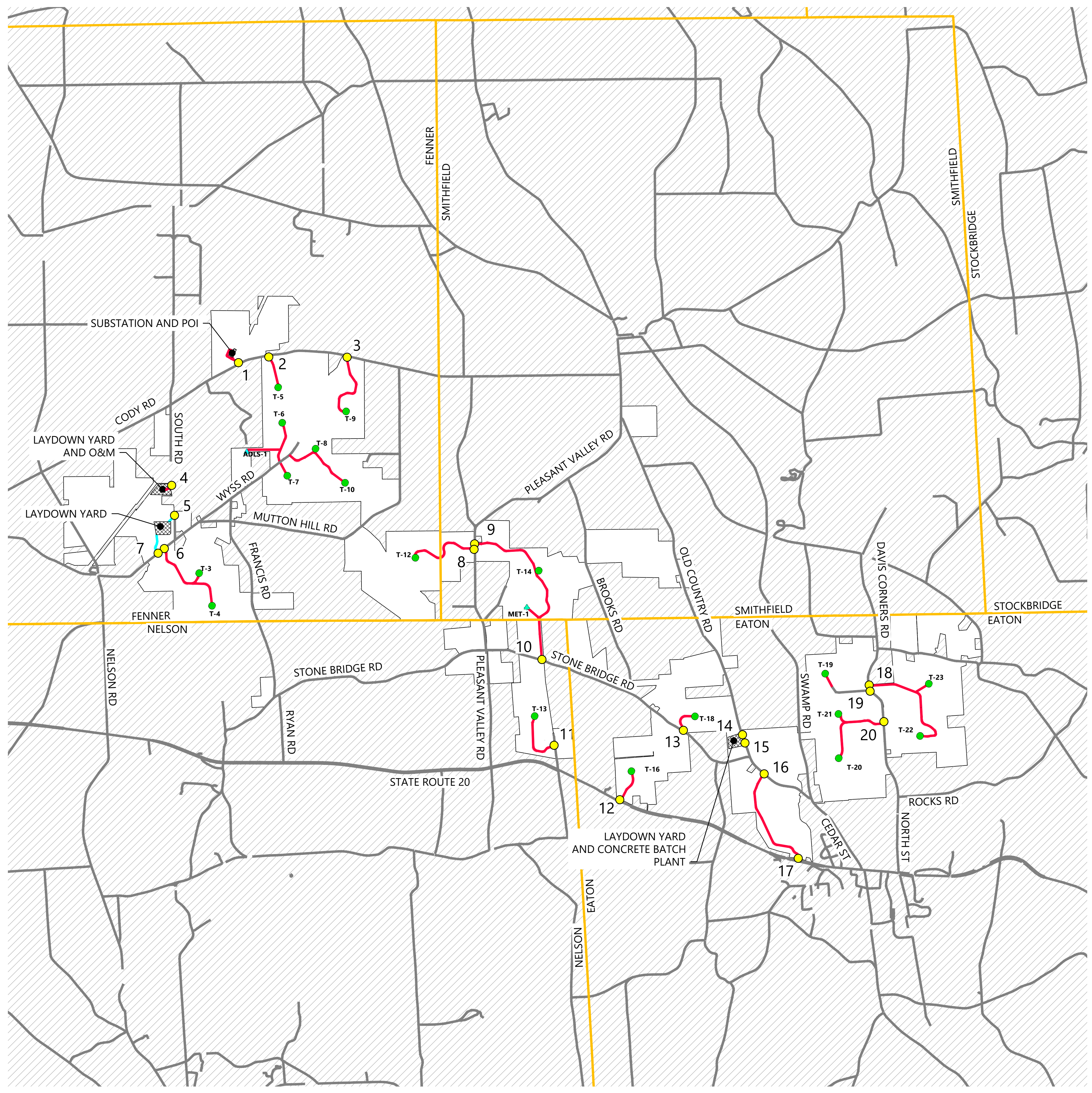
SHEET: 1 REV: E

**LEGEND:**

- T-# WIND TURBINE
- ▲ M-# PERMANENT MET TOWER
- ▲ ADLS-# ADLS TOWER
- PROJECT BOUNDARY
- PROPOSED ACCESS ROAD
- EXISTING ROAD
- PROJECT FACILITIES
- PROPOSED TURBINE ENTRANCES
- TOWN LINES
- TEMPORARY ENTRANCE

DRIVEWAY AND CURB CUT LAT/LONG DATA

POINT NUMBER	LATITUDE	LONGITUDE
1	N042.964136	W075.753228
2	N042.965018	W075.748384
3	N042.964929	W075.734491
4	N042.948553	W075.765228
5	N042.944988	W075.764621
6	N042.940744	W075.766452
7	N042.940258	W075.767356
8	N042.940312	W075.712889
9	N042.940868	W075.712517
10	N042.925944	W075.701281
11	N042.915366	W075.699328
12	N042.908041	W075.687912
13	N042.916849	W075.676812
14	N042.916240	W075.666833
15	N042.915355	W075.666439
16	N042.911317	W075.663214
17	N042.900255	W075.657270
18	N042.922315	W075.644618
19	N042.921732	W075.644668
20	N042.917642	W075.642345



# Dust Control Plan

## Hoffman Falls Wind Project

Towns of Fenner, Nelson, Smithfield, and Eaton  
Madison County, New York



90 State Street  
Albany, New York 12207  
(917) 203- 8284

**April 2026**

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# 1 INTRODUCTION

This Dust Control Plan (Plan) has been prepared for the Hoffman Falls Wind Project (the Project), located in the Towns of Fenner, Nelson, Smithfield, and Eaton, Madison County, New York. The purpose of this Plan is to provide guidelines and protocol to control dust on local roadways resulting from land-disturbing activities, mitigating potential off-site damage, health hazards, and traffic safety concerns associated with Project construction.

## 2 PROJECT DESCRIPTION

The Project involves construction of a wind energy facility, consisting of up to 18 wind turbines. Construction activities at the site will include tree clearing and grubbing, installation of gravel access roads, a permanent meteorological (MET) tower, an aircraft detection and lighting system (ADLS) tower, temporary crane paths, temporary laydown areas, a temporary concrete batch plant, construction of the turbine foundations, erection of the turbines, and installation of support infrastructure, such as collection lines, a point of interconnection (POI) switchyard, a collector substation, and an operations and maintenance (O&M) facility. The land that the Project is situated on, along with the Project infrastructure referenced herein, are collectively referred to as the Project Site.

### 2.1 Dust Generating Activities

The Project Site comprises approximately 3,840 acres. Up to an estimated 384 acres will be disturbed during construction. Construction activities with the potential to disturb the ground and/or generate dust are summarized below –

- **Tree Clearing / Grubbing:** Tree clearing and grubbing consists of felling trees, removing underbrush, and removing felled timber through skidding, chipping, or stacking. Dust may be generated by vehicle traffic, exposure of underlying soils, chipping of trees and other vegetation, or skidding of trees over exposed soils.
- **Stockpiling:** Stockpiling may be necessary for temporary staging of soils during grading activities. Dust may be generated by the uncompacted, un-stabilized nature of the stockpiles.
- **Access Roads / Crane Paths:** Vehicles and equipment have the potential to generate dust when travelling over and disturbing exposed soils on un-stabilized roads and paths. Vehicles and equipment may include construction equipment (including cranes), delivery vehicles, or personnel vehicles. Vehicles may also facilitate transport of dust by trapping dirt in tire treads and on other parts of the vehicle, which has the potential to track dust onto paved public roadways.
- **Transport of Bulk Materials:** Transport of bulk materials that may generate dust includes open truck transport of soils across the site. Dust may be generated during loading and unloading of truck beds, as well as from material blowing out of open truck beds.
- **Operation of Temporary Concrete Batch Plant:** During construction an on-site temporary concrete batch plant will be in operation for the installation of wind turbine tower foundations.
- **Installation of Collection System:** For the installation of the system, trenching and boring methods will be utilized which may generate dust during the earth disturbance work.

### 3 DUST MITIGATION

The following Best Management Practices (BMPs) may be implemented to minimize dust on local roads during construction.

**Table 1. Dust Control BMPs for Local Roads**

Potential BMPs	Construction Phase or Activity					Application Notes
	Non-Driving Areas			Driving Areas		
	Clearing and Grubbing	Site Grading	Stockpiling	Access Roads / Crane Paths	Bulk Transport	
Construction Phasing	T	T	T	T	T	Minimize soil disturbance, as feasible, per phase. Stake/flag areas that are to be left undisturbed
Traffic Control/Designated Vehicle Routes				T	T	Designate specific areas for vehicle traffic and implement speed limits to reduce dust generation.
Water Sprinkling	T	T	T	T	T	Spray areas with high potential for dust transport with water.
Road Barriers - Stabilized Aggregate Surface				T	T	See detail and notes in plans.
Street Sweeping				T	T	Remove visible soil from public paved roadways whenever observed.
Cover Trucks					T	Cover truck hoppers with retractable screen to prevent blowing of soils.

#### 3.1 BMPs for Dirt Roads and Vehicle Traffic

The following practices should be implemented to minimize dust generated by vehicle traffic on dirt roads:

On-Site Construction Traffic:

- When traveling in construction areas of exposed soil, vehicle traffic should be limited to designated routes to the greatest extent possible.

- Haul routes or other exposed areas disturbed by vehicle traffic shall be sprinkled with water when visible dust is generated.
- If visible dust is a recurring issue and cannot be controlled with water alone, more robust controls (such as application of soil adhesives or geotextile barriers) may be used. Please note that written approval from NYSDEC is required for use of soil adhesives/polymers. See Section 4.4 for additional information.
- Security measures should be implemented to prohibit unauthorized vehicles from entering the site during non-working hours.
- Temporary haul routes that are no longer needed shall be permanently stabilized with vegetation and restored to original condition.

### **3.2 Water Supply**

Water used for dust control will be supplied by water trucks. When sprinkling water for dust control, the operator applying the water must ensure that most of the water is infiltrating and there is no runoff causing additional erosion or sedimentation.

### **3.3 Dust Suppressant Products**

The use of dust suppressant products is not anticipated on this site. In the event that dust suppressants are used over the course of construction, the responsible party will contact and work with NYSDEC and the Office of Renewable Energy Siting and Electric Transmission (ORES) to develop the appropriate method.

### **3.4 Timeframe for BMP Installation and Maintenance**

Unlike with stormwater controls, maintenance of dust control BMPs is most critical in dry weather. The application of BMPs should be performed at a frequency to be determined by the responsible party, subject to moisture levels from rain events.

Visible dust clouds should be addressed as soon as practicable with temporary BMPs, such as spraying with water. Areas that routinely generate visible dust should be addressed with temporary controls until the area can be permanently stabilized.

In dry conditions, when visible dust is generated through wind action alone, temporary dust control BMPs should be initiated immediately (within one working day) after construction activity disturbing soil is anticipated to temporarily cease.

### **3.5 BMPs During Inactive Operation**

Prior to the end of the workday, weekends, and holidays in dry conditions (when visible dust is generated through wind action alone), water should be applied to disturbed surface area to form a visible crust. If soil type is not conducive to forming a "crust," alternative BMPs should be implemented on exposed areas. Stockpiles should be covered with tarps or other covers to prevent wind erosion.

DRAFT



Attachment D – Madison County Highway Permits



MADISON COUNTY - HIGHWAY DEPARTMENT  
 139 NORTH COURT STREET  
 P.O. BOX 15  
 WAMPSVILLE, NY 13163  
 Phone (315) 366-2221 Fax (315) 366-2677

**PERMIT APPLICATION FOR HIGHWAY ACCESS**

County Reference Permit #: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_

Application is hereby made by the undersigned for a highway access within the Madison County Highway System right-of-way, pursuant to section 136 of the Highway Law. The applicant agrees to all conditions and regulations stated hereinafter or attached to this permit application.

\_\_\_\_\_  
*Property Owner's Name or Company Performing Work*

\_\_\_\_\_  
*Title (if applicable)*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City/State/Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Fax Number (if available)*

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Date*

**DESCRIPTION AND LOCATION**

\_\_\_\_\_  
*County Road Name*

\_\_\_\_\_  
*Town/Village*

\_\_\_\_\_  
*Lot Number or Name/Distance to Nearest Crossroad*

Type of Access: (a) residential driveway (b) public/private road (c) commercial/industrial (d) agricultural

Proposed Access Width: \_\_\_\_\_ Proposed Access Surface Type: \_\_\_\_\_ Plans Attached: YES NO (circle one)

**PLEASE PLACE A STAKE AT THE PROPOSED CENTER OF THE DRIVEWAY OR ROAD**

A \$50 permit fee is required, please make checks payable to: **Madison County Treasurer**

Protective Liability Insurance and federal identification or social security number are only required by the applicant for work to be performed by the permittee of the description and location described within this permit.

Insurance Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration: \_\_\_\_\_ Federal ID or SSN: \_\_\_\_\_



## CONDITIONS AND REGULATIONS

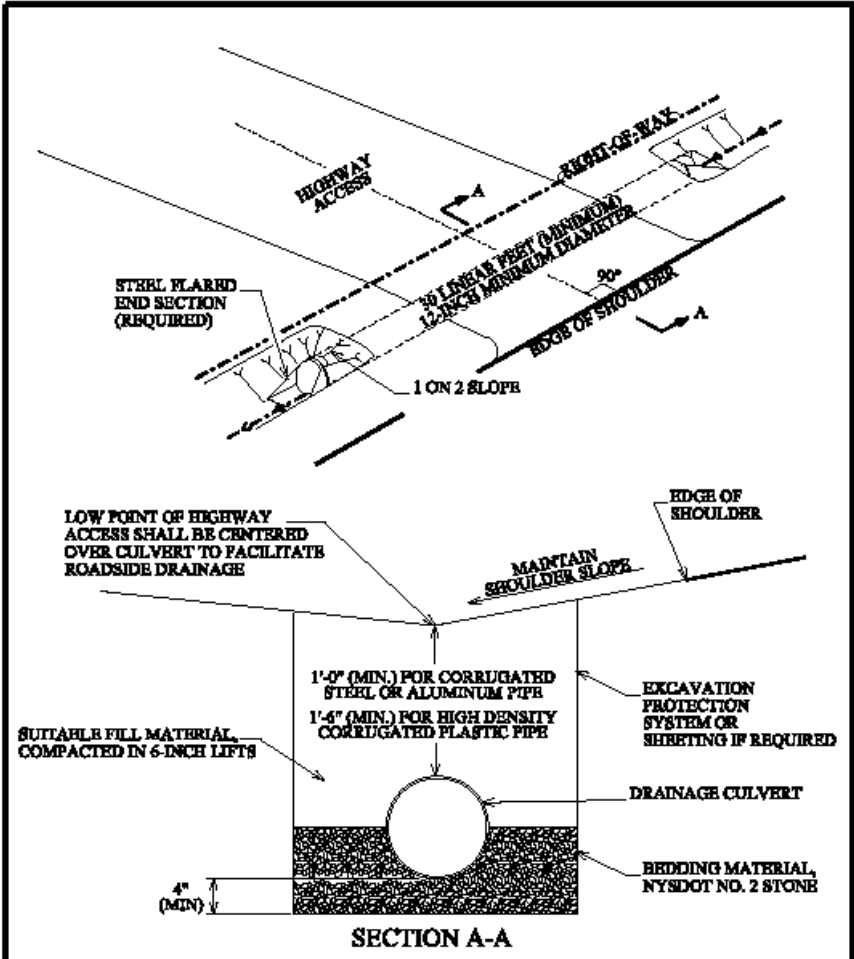
1. The Madison County Highway Superintendent and/or his/her representative herein after will be referred to as “the Superintendent”. The applicant listed on page 1 will be referred to as the “permittee”. Madison County as well as the Highway Department will be referred to as “the County”.
2. The said permittee hereby agrees to hold the County harmless on account of damages of any kind which may arise or occur as a result of the work authorized by this permit and to defend at said permittee’s own expense any and all actions instituted against the County to recover for such damages.
3. Application for permit will be accepted only from property owners or their authorized agents who will be named as principal(s) on the security deposit or performance bond (if required). Certificate of legal ownership or owner’s authorization may be required.
4. The permittee is required to purchase the size and type of culvert pipe and steel flared end sections the Superintendent determines is necessary and shall have the culvert pipe and steel flared end sections delivered to the site for installation. The County will install the culvert and end sections along with the driveway apron at no cost to the permittee. The permittee shall be responsible for and bear all expenses associated with paving.
5. In the interest of public safety, traffic flow and convenience, the Superintendent may restrict the placement of a driveway to a particular location along the property owner’s frontage.
6. When there is no available location for access that meets current intersection sight distance requirements as determined by the Superintendent, the access shall be located such that sight distance is optimized in each direction and shall provide the maximum safety and convenience for users of the highway right-of-way. As a result of not meeting the recommended sight distance, the installation cost along with any potential liability for the location of the highway access shall be borne entirely by the permittee.
7. The Superintendent may restrict access to a County highway if the County determines that such access would be detrimental to the safety and/or operation of the County highway.
8. The highway access shall not adversely affect highway drainage or modify or obstruct existing drainage patterns contiguous to or within the right-of-way. In no case shall surface runoff drain onto the highway pavement or shoulder from the highway access.
9. When a curb cut is required for access, the permittee shall be responsible for and bear all expenses associated with installing the curb cut. The curb cut shall meet County specifications. The permittee will be required to follow conditions and regulations 23 through 35.
10. Whenever a County highway is reconstructed or resurfaced, the highway access may be altered by the County at the County’s expense.
11. If a permittee fails to obtain a permit or comply with the terms of the permit, the Superintendent reserves the right to halt the activity for which a permit is required until adequate corrections have been made at his discretion without a hearing or the necessity of showing cause. In addition, the permittee hereby agrees that the County may satisfactorily complete said work or correct any defect therein after the discovery of such unsatisfactory or defective work. Costs incurred by the County in correcting failures to comply with the terms and conditions of a permit, failure to obtain a permit, or defective workmanship or materials shall be borne by the permittee or person/company undertaking the activity.
12. The maintenance of the access including the portion within the highway right-of-way, shall be the responsibility of the property owner. This maintenance responsibility includes removal of snow and ice and keeping the portion of the access within the right-of-way in a safe condition for the general public.
13. All vegetation shall be maintained in such manner as to maintain optimal sight distance.
14. In accordance with section 103 “Obstructions and removals” in Highway law, no structure or obstruction (including mailboxes, fences, etc.) shall in any way obstruct or hinder the use of the highway for public travel, or in any way hinder or interfere with highway maintenance, repairs or improvements, or with snow and ice removal or the storage of snow within the highway right-of-way. Therefore, all mailboxes placed within the highway right-of-way in conjunction with a new highway access shall be mounted on a break away post constructed in such a manner as to readily break away in the event of impact by a moving vehicle.

15. Normally only one driveway shall be permitted for each residential property. An additional driveway may be permitted by the Superintendent if both sufficient frontage exists and extenuating circumstances justify a second driveway. The minimum distance between the two driveways shall be 30 feet.
16. The Superintendent reserves the right to impose additional requirements beyond those stated herein should they be necessary for public safety.
17. The highway access shall have a minimum separation distance of 100 feet to the edge of an intersecting existing road.
18. Intersection sight distances for accesses shall be computed in accordance with the latest revision of AASHTO's (American Association of State Highway and Transportation Officials) "A Policy on Geometric Design of Highways and Streets" and AASHTO's "Guidelines for Geometric Design of Very Low-Volume Local Roads".
19. This permit is valid for a one year period from the date of issuance. The permittee may request additional time by reapplying at the end of the one year term.
20. Entrances to large traffic generators such as shopping centers, etc. may require improvements on or off the highway to accommodate the increased traffic flow caused by their presence as determined by the Superintendent. Such improvements may include, but are not limited to, acceleration, deceleration, through, or turning lanes, or traffic signals on the County highway.
21. This permit is issued for highways, over which the County has jurisdiction. This permit shall not be applicable for any highway, street, avenue, over which the County does not have jurisdiction.
22. The privilege granted by the permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of the County, and this permit shall not be assigned or transferred without written consent from the Superintendent.

**ADDITIONAL CONDITIONS AND REGULATIONS  
(APPLICABLE ONLY WHEN WORK IS PERFORMED BY PERMITTEE)**

23. Chapter 55 Laws of 1992 require the permittee provide a federal identification number or social security number. Failure to provide this number will result in rejection of the permit.
24. All costs to the County resulting from work performed under this permit, or incurred costs beyond the limits of the protective liability insurance, are the responsibility of the permittee. The County shall be held free of any direct or indirect costs incurred by the issuance of this permit.
25. Upon approval of this permit, the permittee shall notify the County Highway Department Office, one week prior to commencing work and promptly upon completion. The permittee must notify Dig Safely New York, the Underground Facilities Protective Organization (U.F.P.O.) at 1-800-962-7962 and any affected agencies not covered by U.F.P.O. at least 2 full working days before the start of any work.
26. A security deposit or performance bond may be required as a condition to granting of the permit if so determined by the Superintendent. The amount required shall depend on the type of work to be performed. Any cash undertaking, certified check, performance bond deposited with the Superintendent, before or at the time of the issuance of this permit, shall be deemed to include and be used as security so that the highway system, or any part thereof, will be restored to its original condition. If the County is obliged to restore the site to its original condition, the costs will be deducted from the permittee's deposit. Costs in excess of deposit will be billed directly to the permittee. The County shall return the unused balance to the permittee no less than 30 days from the date of receipt and no more than 30 days from the completion of the work.
27. Unless expressly waived, in writing by the Superintendent, the permittee must have protective liability insurance coverage in accordance with the County requirements. The insurance policy will be issued to and cover the liability of the County and the Superintendent, with respect to all operations under this permit, including omissions and supervisory acts of the County. The limit of liability in such policy shall not be less than \$1,000,000.00 for all damages arising out of bodily injury, including death and property damage. Such policy shall state that it will not be changed or cancelled until 30 days written notice has been given to the Superintendent. Expiration of, or lack of, liability insurance automatically terminates the permit. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permittee's legal responsibility for the consequences of accidents arising out of or resulting from the operations of the permittee under this permit.
28. The applicant certifies all persons concerned with the actual work under this permit are duly covered by Workmen's Compensation Insurance and the County shall be held harmless on account thereof.

29. It is agreed by the permittee that any damage or disturbance of the pavement structure, substructure support, or the highway drainage system, which may occur hereafter by reason of work authorized by this permit, shall be repaired at the expense of the permittee to the complete satisfaction of the Superintendent to the original condition. No unnecessary obstruction shall be left on the pavement, within the right-of-way, or in such a position as to block warning signs, during working or non-working hours. Drainage and the stability of the road shall not be impaired by the construction. In no case shall the construction of the highway access cause water to flow across the highway pavement, pond on the shoulders, or pond in the roadside ditch.
30. Approval of this permit may require the permittee to submit work plans and specifications with this permit application, as required by the Superintendent.
31. The permittee shall maintain and protect traffic in accordance with the latest version of the NYSDOT Manual of Uniform Traffic Control Devices at all times during working and non-working hours until construction is completed.
32. The permittee expressly agrees that the rights of abutting property owners shall not be encroached upon.
33. The placement of the culvert is determined by the line, grade and offset of the existing roadside ditch and adjacent culverts. Only the culverts of the diameter, type, length and flared end sections specified in this permit shall be used.
34. The highway access shall meet the County's Highway Access Detail and specifications. Additional requirements beyond the County's standards may be required by the Superintendent.
35. All accesses shall be constructed to slope away from the edge of the travel lane at the same slope as the shoulder which varies in slope. Abrupt changes in the access grade near the highway may cause operational and safety problems.



	<b>MADISON CO. HIGHWAY DEPARTMENT</b>	
	<b>HIGHWAY ACCESS DETAIL</b>	<small>DATE: NOV. 2011</small> <small>SCALE: NOT TO SCALE</small>
		<b>1 OF 1</b>

**MADISON COUNTY HIGHWAY DEPARTMENT  
SPECIAL HAULING PERMIT**

**RULES AND REGULATIONS**

Operations must be conducted, insofar as it is possible, to permit safe and reasonable free travel whereby ALL SAFETY PROVISIONS FOR THE MOVEMENT OF SUCH TRAFFIC SHALL BE PROVIDED BY PERMITTEE, RED WARNING FLAGS, size 24" x 24", shall be carried to WARN AND PROTECT TRAFFIC, and as indication of oversize load moving.

In moving over any NARROW SECTION OF HIGHWAY OR BRIDGE, where it is impossible to keep free and clear at least one FULL LANE OF PAVEMENT FOR PASSING TRAFFIC, each MOVEMENT OVER SUCH SECTION MUST BE ACCOMPANIED BY FLAGMAN, STATIONED AT LEAST 500' AHEAD AND 500' FOLLOWING SUCH VEHICLE so as to WARN AND PROTECT TRAFFIC. CLEARANCE MUST BE CHECKED ON BRIDGES AND WHERE THERE ARE WEAK OR POSTED BRIDGES A DETOUR MUST BE MADE.

It is understood and provided that this permit shall NOT become effective as regards any highway, street, avenue, or bridge over which the MADISON COUNTY HIGHWAY DEPARTMENT has NO jurisdiction. Permission to use STATE highways, Town highways, or Village streets, must be obtained from the proper authorities.

OVERHEAD WIRES, CABLES, SIGNAL OR TRAFFIC LIGHTS, LIMBS OF TREES OR OVERHEAD STRUCTURES MUST NOT BE DISTURBED, WITHOUT FIRST OBTAINING PERMISSION FROM THE OWNERS THEREOF. MOVEMENTS NOT TO BE STARTED UNTIL AFTER SUCH CONSENTS HAVE BEEN OBTAINED FROM SAID OWNERS.

In the acceptance of this permit the applicant further agrees to assume all responsibility and liability for damages to persons or property that may accrue during said movement of the vehicles, or combination of vehicles, through the negligence of himself, his agent or employees or from any other cause and to save the County of Madison harmless therefrom.

**SPECIAL PROVISIONS**

- A. DETOUR WEAK OR POSTED BRIDGES, OR POSTED ROADS, AND DO NOT EXCEED SUCH POSTED WEIGHT LIMITATIONS. CAREFULLY CHECK DISTANCE FOR CLEARANCE BEFORE CROSSING BRIDGES OR ENTERING UNDERPASSES OR TUNNELS SO AS TO ASCERTAIN FOR AMPLE CLEARANCE.
- B. ALL LOADS SHALL BE SECURELY FASTENED SO AS TO PREVENT SHIFTING OF LOAD, OR FALLING FROM TRANSPORTING VEHICLE.
- C. In case of HEAVY SNOWFALL or ICY PAVEMENTS, moving vehicles shall be removed from highway and movement not resumed until pavement has been cleared full width and/or sanded.
- D. Notify the SHERIFF'S DEPARTMENT, so that any or all fire departments would be aware of this hazard.
- E. No movements will be made on Saturdays, Sundays, or Holidays and that all movements will be limited to daylight hours only, when weather and road conditions are favorable. PROTECTIVE LIABILITY INSURANCE SHOULD BE CURRENT.
- F. WEIGHT LIMIT OF PERMIT SUBJECT TO LOCAL LAWS REGARDING OVERWEIGHT PERMITS.

**CERTIFICATE OF SPECIAL HAULING**

**PERMIT #** \_\_\_\_\_

**Valid From** \_\_\_\_\_ **To** \_\_\_\_\_

Authorizing the movement of the following vehicle(s) according to Section 14 of the Vehicle and Traffic Law

Vehicle Description/License Plate # \_\_\_\_\_

Object Hauling Description/Weight/Dimensions \_\_\_\_\_

Name and Address of Owner \_\_\_\_\_

Name and Address of Hauler \_\_\_\_\_

Travel Route \_\_\_\_\_

BY \_\_\_\_\_

Madison County Highway Deputy Superintendent



MADISON COUNTY - HIGHWAY DEPARTMENT  
 139 NORTH COURT STREET  
 P.O. BOX 15  
 WAMPSVILLE, NY 13163  
 Phone (315) 366-2221 Fax (315) 366-2677

**HIGHWAY WORK PERMIT APPLICATION FOR UTILITY WORK**

County Reference Permit #: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_

Application is hereby made by the undersigned for performing work within the Madison County Highway System right-of-way, pursuant to sections 103, 104, and 136 of the Highway Law. In addition, the undersigned agrees to all conditions and regulations stated hereinafter or attached to this permit application.

\_\_\_\_\_  
*Name or Company*

\_\_\_\_\_  
*Federal ID or SSN*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City/State/Zip*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Fax Number or Email*

\_\_\_\_\_  
*Printed Name & Title (if applicable)*

\_\_\_\_\_  
*Applicant Signature & Date*

Protective Liability Insurance and federal identification or social security number are only required by the applicant for work to be performed by the permittee of the description and location described within this permit.

Insurance Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration: \_\_\_\_\_ Federal ID or SSN: \_\_\_\_\_

**DESCRIPTION AND LOCATION**

\_\_\_\_\_  
*County Road Name*

\_\_\_\_\_  
*Town/Village*

\_\_\_\_\_  
*Description of Work to be Performed*

Plans Attached: YES NO Specifications Attached: YES NO

\*\*\*\*\*IMPORTANT NOTICE\*\*\*\*\*

The permittee and/or its successor in interest shall be responsible for all future maintenance of all work done under this permit. A copy of this permit, construction documents, or applicable plans and specifications shall be available on site by a qualified company representative, prior to commencing work and for the duration of the work.

\*\*\*\*\*

Approved by \_\_\_\_\_

Madison County Highway Superintendent or  
Deputy Highway Superintendent

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONDITIONS AND REGULATIONS**

1. LANGUAGE

The Madison County Highway Superintendent and/or his/her representative herein after will be referred to as the Superintendent The applicant listed on page 1 will be referred to as the permittee. Madison County as well as the Highway Department will be referred to as the County.

2. PROTECTIVE LIABILITY INSURANCE COVERAGE

Unless expressly waived, in writing by the Superintendent, the Permittee must have protective liability insurance coverage in accordance with the County requirements. The insurance policy will be issued to and cover the liability of the County and the Superintendent, with respect to all operations under this permit, including omissions and supervisory acts of the County. The limit of liability in such policy shall not be less than \$1,000,000.00 for all damages arising out of bodily injury, including death and property damage. Such policy shall state that it will not be changed or cancelled until 30 days written notice has been given to the Superintendent. Expiration of, or lack of, liability insurance automatically terminates the permit. The enumeration in this permit of the kind and amount of insurance shall not abridge, diminish or affect the permittee's legal responsibility for the consequences of accidents arising out of or resulting from the operations of the permittee under this permit.

3. COMPENSATION INSURANCE AND DISABILITY COVERAGE

The applicant certifies all persons concerned with the actual work under this permit are duly covered by Workmen's Compensation Insurance and the State, County, and Town shall be held harmless on account thereof.

4. FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

Chapter 55 Laws of 1992 require this number. Failure to provide this number will result in rejection of Application of Highway Work Permit.

5. NOTIFICATION

Upon approval of this permit, the permittee shall notify the County Highway Department Office, one week prior to commencing work and promptly upon completion. Emergency work performed by public service utilities should be reported the next workday. The permittee shall notify gas distributors 72 hours prior to any blasting, and notify utility companies with facilities within the work area, in accordance with NYS Code 753. The permittee must coordinate their work with any county construction being conducted nearby.

6. DEPOSIT/BOND

A security deposit may be required as a condition precedent to granting of the permit if so determined by the County Superintendent. The amount required shall depend on the type of work to be performed. Any cash undertaking or certified check deposited with the Superintendent, before or at the time of the issuance of this permit, shall be deemed to include and be used as security so that the highway system, or any part thereof, will be restored to its original condition. If the County is obliged to restore the site to its original condition, the costs will be deducted from the permittee's deposit. Costs in excess of deposit will be billed directly to the permittee. The County shall return the unused balance to the permittee no less than 30 days from the date of receipt and no more than 30 days from the completion of the work.

\*\*Applicant Signature \_\_\_\_\_

7. SITE CARE AND RESTORATION

The permittee agrees to keep in good repair all underground and overhead utilities that may be placed within the highway right-of-way, under the terms of this permit. It is further agreed by the permittee that any injury or disturbance of the pavement structure, substructure support, or the highway drainage system, which may occur hereafter by reason of work authorized by this permit, shall be repaired at the expense of the permittee to the complete satisfaction of the Superintendent. No unnecessary obstruction shall be left on the pavement, within the right-of-way, or in such a position as to block warning signs, during working or non-working hours. No work shall be done to modify or obstruct existing drainage patterns contiguous to or within the right-of-way. All falsework must be removed, and all excavations must be backfilled and restored, to the satisfaction of the Superintendent.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT

All costs to the County resulting from work performed under this permit, or incurred costs beyond the limits of the protective liability insurance, are the responsibility of the permittee. Madison County shall be held free of any direct or indirect costs incurred by the issuance of this permit.

9. METHODS OF CONSTRUCTION

Standard techniques applicable to the type of work shall be utilized for all work authorized by this permit. All underground utilities crossing highway pavements shall, whenever possible, be installed beneath the roadway without disturbance to the pavement structure, subsurface support, drainage, or any other underground utilities. Otherwise, prior to commencement, the Superintendent shall approve any open cut of the pavement structure. Wherever pavement is open cut, it will be saw cut, and replacement shall be in accordance with the County Utility Trench and Pavement Restoration Detail.

10. SUBMITTING WORK PLANS

Approval of this permit will require the applicant to submit work plans, with this permit application, as required by the County. They shall include such details as measurements of structures with relation to nearest property corner, location of poles and guys, a schedule of the number of poles, and feet of proposed work necessary for completion of the work within the right-of-way. A description of the proposed method of construction shall be included.

11. TRAFFIC MAINTENANCE

The permittee shall maintain and protect traffic in accordance with the NYSDOT Manual of Uniform Traffic Control Devices at all times during working and non-working hours until construction is completed.

12. INSPECTION AND SUPERVISION

The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Superintendent. The permittee agrees to pay all necessary expenses incident to any supervision and inspection by reason of the granting of such permit as may be certified by the Superintendent. Such payment shall be made within 30 days from the rendering of the account.

13. SCOPE

- a) Areas covered - This Permit is issued for highways, bridges and culverts over which the County has jurisdiction. This permit shall not be applicable for any highway, street, avenue, or bridge over which the County does not have jurisdiction.
- b) Legal - The privilege granted by the permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of the County, and this permit shall not be assigned or transferred without written consent from the Superintendent.
- c) Superintendent's Reservation - The Superintendent reserves the right to modify, revoke, or annul the permit at any time, at his discretion without a hearing or the necessity of showing cause.
- d) Locations - The Superintendent shall approve locations and/or construction activity. No utility elements shall be placed within 10 feet of the outside edge of the paved surface, unless site conditions warrant such and approval is granted by the Superintendent. Sewer pipes, water pipes, or their appurtenances, which are installed under this permit shall be placed at least 4 feet below the ground surface, and in such a manner that they do not interfere with the pavement structure, subsurface support, drainage system, or other components of the highway. Reduced cover may be approved where site conditions warrant, subject to safeguards as may be specified or approved in this permit. The permittee expressly agrees that the rights of abutting property owners shall not be encroached upon.
- e) Work Commencement - Work should start within 30 days from validation date of permit or said permit may be revoked.

\*\*Applicant Signature \_\_\_\_\_

14. SPECIAL CONDITIONS

- Any relocation, replacement, or removal of the installation authorized by this permit made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee, as directed by the Superintendent, and all expense so incurred shall be the obligation of, the Permittee or its successor in interest.
- The said applicant hereby agrees to hold the State, County, and Town harmless on account of damages of any kind which may arise or occur as a result of the work authorized by this permit, either during the progress of same or within a period of five years from the date of such completion, and to defend at said applicant's own expense any and all actions instituted against the State, County, or Town to recover for such damages.
- Pursuant to Chapter 278 of the Laws of 2023, if the permittee is a Utility Company, the Utility and its contractors must follow all provisions in the Roadway Excavation Quality Assurance Act which amends section 224-F of the Labor Law. The provisions include having a contract in place to pay prevailing wages and maintaining certified payrolls during the period of work.

\*\*Applicant Signature \_\_\_\_\_