



***State of New York***  
***Department of Transportation***

**PERM 33-g**

**Application**  
**for COVID-19 Recovery Temporary Use Permit**  
**for the Use of**  
**State Highway/NYSDOT Property**

A PERM 33-g is required when a COVID-19 reopening-related event/activity is planned to take place on state highway right-of-way, involving the alternate temporary use (not to exceed 120-days) of State-owned sidewalks, parking areas, highway shoulders, travel lane or any other state right-of-way for the direct purposes of facilitating social distancing and other reopening phase requirements.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR COVID-19 RECOVERY TEMPORARY USE**

Complete this application form and a COVID -19 Temporary Use Permits Operation and Safety Plan in this packet and submit the original prior to the event date to NYSDOT for approval. Also keep a copy for your records. Upon approval, one copy will be returned to you that will serve as permission for the Temporary Use.

*Return the application to:*

New York State Department of Transportation - Regional Traffic Engineer, NYSDOT Region

**1. Proposed Temporary Use:**

\_\_\_\_\_ Description of Proposed Temporary Special Use

Date(s) - *(Cannot exceed 120 days to qualify for waiver of fair market value fees under Executive Order)* Time(s)

**2. Type of Temporary Use Event:** *(Click all that apply)*

- |  |                             |  |
|--|-----------------------------|--|
| Commercial Activity Associated with Temporary Use? | Changes to Parking?         | Vehicular Traffic - Restrictions or Rerouting? |
|  | Changes to Pedestrian Flow? | Other  |

**3. Location (specify highways by route number and/or street name, by municipality):**

\_\_\_\_\_  
\_\_\_\_\_

**4. Applicant Information:**

_____	_____
Applicant (city/town/village/county or business entity)	Authorized Representative Name & Title
_____	_____
Mailing Address Line 1	Land Line Phone - (include area codes) - Cell Phone
_____	_____
Mailing Address Line 2	Email Address (if different from Applicant)
_____	_____
Email Address	Web Site Address (if appropriate)

Acknowledgment On behalf of the applicant I hereby request permission for a Temporary Use, and do acknowledge and agree to the terms and conditions and obligations set forth in this application and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto:

_____	Date Received by NYSDOT	Date of FHWA waiver (if needed)
<b>Applicant or Authorized Representative's Signature</b>	<b>Application Approved by:</b>	
_____	_____	
<b>Date Signed</b>	<b>NYSDOT Regional Traffic Engineer Signature</b>	

I am the Applicant noted directly above. It is my intent, to sign this document electronically by placing a facsimile or image of my hand-written signature above. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted document.

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

## OPERATION AND SAFETY PLAN CHECKLIST

Please supply the following information or note as “Not Applicable.”

- Event Map and Description** – Some events are confined to a specific site along a highway (e.g. festival), while others may extend for a significant distance (e.g. parades, races). Where appropriate, please show on a map the event location, start and finish lines, direction of travel, railroad crossings, and detour (if present). For the description, include start and ending times and the type of event.
- COVID -19 Temporary Use Permits Operation and Safety Plan** – Applicants must provide an Operation and Safety Plan that comports with the Covid-19 Temporary Use Guidelines

The Operation and Safety Plan must detail how the Applicant intends to (1) promote safety and (2) minimize the disruption of traffic. To the extent of any closure on the state highway or the disruption of the movement of traffic proceeding along (e.g. lane and shoulder closures), entering, or crossing a state highway for a period more than ten minutes, the Applicant shall provide and maintain a signed detour or police officers to direct traffic.

Applicant is sponsor responsible for: insurance, social distancing plans, speed and other law enforcement, community and emergency services outreach, ADA requirements, and the construction and removal of all associated improvements.

## Responsibilities of Applicant

- 1. Limitations on Use.** The specific site identified in this permission, and only that portion identified, will be available for use by Applicant only for the purpose stated in this permission and only on the date(s) and for the duration designated in this permission. The authorization herein shall be only for the actual duration of the event.
- 2. Fee for Use - State Highways not acquired using federal funds or no commercial activity- No fee required**  
**Fee for Use - State Highways acquired using federal funds involving commercial activity - FHWA approval of waiver of fee based upon fair market value of use required.**
- 3. Conditions of Use.** NYSDOT makes no affirmation that the state-owned site to be used for the event has been designed, constructed, or maintained for the purpose of the conduct of the event. The Applicant assumes full responsibility for planning and conducting a safe and orderly event that does not expose participants or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. **It shall be the sole obligation of the Applicant to determine whether the site is suitable for the purpose of safely conducting the event.** The Applicant assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.
- 4. Indemnification:** NYSDOT shall not be liable for any damage or injury to the Applicant, employees, event organizers and volunteers, or participants, or any other person, or to any property, occurring on the site covered by this permission or any part thereof associated in any way with Applicant's use of the site. To the fullest extent permitted by law, the Applicant agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim for personal injuries, property damage or wrongful death associated in any way with the Applicant's or participants' use of the involved site(s,) or in any way related to the event, no matter how caused. Where the applicant is a municipality, proof of insurances is not required. However municipal agrees to take responsibility for its operations under this permit. Municipalities are encouraged to have a **PERM 1 Undertaking** on file with NYSDOT Insurance Requirements.
- 5. Insurance: Non-municipal** Applicants shall provide NYSDOT with proof of insurance prior to the installation of any temporary traffic control devices or the commencement of the event, i.e. a certificate of insurance is required to maintain and provide proof that it has, in full force and effect, the following insurance coverages:
  - (a) Workers' Compensation and Disability Insurance. As required by State Finance Law §142, the Applicant shall maintain in force workers' compensation insurance for all employees. The Applicant shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.
  - (b) Commercial General Liability Insurance. The Applicant shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the Applicant. Such coverage shall be written on an ISO occurrence form CG 00 01 12 07 (or a form that provides equivalent coverage) in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION DOLLARS (\$2,000,000.00) aggregate. This insurance must be endorsed to provide coverage to "The State of New York/New York State Department of Transportation, any municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, or any of their employees or agents working for or on the event," using ISO form CG 20 10 07 04 or a form that provides equivalent coverage.
  - (c) Automobile Insurance (applicable where automobiles or other vehicles will be used in relation to the event). The Applicant shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Applicant's automobiles (including owned, hired and non-owned vehicles) on and around the site/event. Coverage shall be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) each accident.
  - (d) Umbrella or Excess Liability Insurance. The Applicant shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the Applicant as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a form that provides equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence/ aggregate.

**6. Termination of the Permission.** NYSDOT shall have the right, in its sole discretion, at any time to terminate this permission, or any portion thereof, should it be necessary due to operations or other reasonable need of NYSDOT, by giving written notice of termination of the permission. Any termination by NYSDOT shall in no way constitute or be deemed a breach of this Permission and no liability shall be incurred by or arise against NYSDOT, its agents and employees for loss of profits or any other damages.

**7. Applicant's Use of the Highway/Property.** The Applicant shall exercise due care in its use of the site and shall upon the expiration, termination, or cancellation of the issued permission, surrender the site in as good a condition as on the effective date of this permission, ordinary wear and tear excepted. **The Applicant shall designate a representative to conduct both a pre-event and post-event field review of the event course with the NYSDOT Resident Engineer(s) to determine what damage may or may not have resulted from the event.** The Resident Engineer is given the authority to determine if any of the post-event damage is required to be repaired.

**8. Agency's Representative.** The Commissioner of the NYS Department of Transportation, or his/her designee, shall be, and hereby is authorized to act for and on behalf of NYSDOT.

**9. Reporting Requirements.** The Permittee agrees to notify the Agency's representative about any hazardous or unsafe conditions and about any accidents that occur during the event immediately upon the discovery of such condition or accident.

**10. Legal.** The privilege granted by this permission does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the permission at any time, at his/her discretion without a hearing or the necessity of showing cause.