



**UNDERTAKING
BETWEEN A PUBLIC UTILITY CORPORATION AND
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FOR RESTRICTED PERMITS**

WHEREAS, the undersigned, _____ (Name of Company), a public utility corporation organized under the Laws of the State of New York and regulated by the Public Service Commission, and having its principle office in the City of _____ (Location of Company) does from time to time make application to the New York State Department of Transportation and receives from said Department of Transportation, certain permits for self-propelled and oversized vehicles which require Special Hauling Permits which are under the jurisdiction of the Department of Transportation to travel on State highways within the Parkway highway system of the State of New York; and,

WHEREAS, the undersigned _____ (Name of Company), a public utility corporation having its principle office in the City of _____ (Location of Company) does from time to time make application to the New York State Department of Transportation and receives from said Department of Transportation, certain permits to open and to excavate in and adjacent to certain portions of the Parkway highway system of the State of New York for the purpose of erecting, constructing, and maintaining communication lines with the necessary poles, cross arms, wires, cables, guy, appurtenances and underground facilities in, over, upon and across certain portions of State highways within the Parkway highway system of the State of New York; and,

WHEREAS, it is required by the New York State Department of Transportation that the said Corporation shall file an undertaking to secure the faithful performance by said Corporation within the terms of any such permit and also to indemnify the People of the State of New York and all employees of the New York State Department of Transportation, with respect to all operations under such permit by the said Corporation or by anyone acting by, through or for the said Corporation, including omissions and supervisory acts of the State of New York.

NOW, THEREFORE, the said _____ (Name of Company), does hereby undertake, to and with the People of the State of New York and/or the Commissioner of Transportation of the State of New York, that the said _____ (Name of Company) shall and will:

1. Perform the work allowed by each permit issued to it by the Department under Section 52 of the Highway Law the least injury to the highway practicable.
2. Will, truly and faithfully, comply with and perform all the terms and conditions of each such permit on its part to be kept and performed, and abide by and comply with all such conditions, rules and regulations as may be from time to time promulgated by the Commissioner of the New York State Department of Transportation, according to the true intent and meaning of such permits, rules and regulations.
3. At its own cost and expense promptly complete the work allowed under such permit or permits and immediately restore the highway, in, or about which the work allowed by any of said permits is done, to the same condition as before such work was commenced, and in the event of failure to so restore the highway within such time as the Commissioner of Transportation shall deem reasonable, the Commissioner of Transportation may restore and repair the highway and the _____ (Name of Company) shall and will, on demand, repay and reimburse the State of New York for any and all cost and expense which the State of New York may incur for restoration and repair of the highway.

PERM 4 (2/03) Reverse

4. Save harmless and defend and protect the State of New York and any county and town, in which the work allowed by said permit or permits is done, against, and pay any and all amounts, damages, costs and judgements which may or shall be recovered against said State, county or town or its or their officers or agents, or which such State, county or town may be called upon to pay to any person or corporation by reason of damages arising or growing out of the doing of the work under said permits or the restoration or repair of the highway or the manner of doing the same, or the neglect of said _____(Name of Company) or its agents or servants, or the improper performance of said work or of the restoration and repair of the highway by _____(Name of Company), its agents or servants.

5. It being understood that this undertaking is one of indemnity only and is not construed as an undertaking or obligation to pay claims for which there would not otherwise be a remedy in law.

NOW, THEREFORE, _____(Name of Company) agrees to the provisions of the aforesaid undertaking, dated _____ day of _____, 20 ____ (date signed) and shall apply in all respects to any and all permits which may be issued by the Department of Transportation.

IN WITNESS WHEREOF, _____(Name of Company) has caused this instrument to be signed by its duly authorized agent and its corporate seal to be hereunto affixed, on the _____ day of _____, 20 ____.

Name of Company

Address: _____

By: _____
Representative of Company

Telephone No.: _____

Title of Representative of Company

STATE OF NEW YORK

SS:

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, the undersigned, _____(Name of Representative of Company), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public