

PIPELINE APPLICATION

Company Name:		Principal Contact for Submittal Information:	
Address:		Title of Principal Contact:	
City:	State:	Principal Contact's Phone Number:	Principal Contact's Facsimile Number:
Company's Phone Number:	Company's Facsimile Number:	Twenty-Four Hour Emergency Contact:	
Person Submitting Application:		Title of Twenty-Four Hour Emergency Contact:	
Title of Person Submitting Application:		Emergency Contact's Phone Number:	Emergency Contact's Facsimile Number:
Applicant's Phone Number:	Applicant's Facsimile Number:		

Origin Point:	Destination Point:
Maximum Allowable Operating Pressure:	Normal Operating Pressure:
Maximum Allowable Temperature (if applicable):	Design Strength for Unregulated Pipelines:

- Attach a description of the substance(s) to be transported and include any applicable Material Safety Data Sheets.
- Attach engineering plans, drawings and/or maps with summarized specifications showing the horizontal pipeline location, pipeline covering depths, and location of shutoff valves. (To the extent that information can be reasonably obtained, drawings must show the location of other pipelines and utilities which will be crossed or paralleled within five feet (5')).
- Attach a description of the consideration given to API, ANSI and all other applicable public safety standards and the avoidance of existing inhabited structures and congregated areas.
- Attach a summary description of the time, location, manner, means and methods of the proposed construction, including, but not limited to, the following:
 - (i) detailed cross section/profile drawings for all public way crossings if requested by the director or emergency management and preparedness coordinator;
 - (ii) a plan accurately showing the location, course and alignment of the proposed pipeline and all public ways in which the proposed pipeline shall be laid using the attached map; and
 - (iii) the design criteria as it applies to existing infrastructure, under which the pipeline will be constructed.
- Identify each pipeline as regulated under interstate or intrastate safety rules/regulations. (Where a pipeline is unregulated as to either or both intrastate or interstate safety rules/regulations, please specify and identify (a) the exculpatory rules or regulations governing the pipeline and (b) the operating conditions of the pipeline, which give rise to such unregulated status).

I, as the applicant herein, acting in my capacity for the above-referenced company, hereby avow that the pipeline for which this application is made will comply with the applicable standards required by Article V of Chapter 34 of the Code of Ordinances of the City of Baytown, Texas as well as all applicable federal, state and local laws and regulations.

Applicant's Signature

The Director of Engineering and Inspections has the right to require the submission of additional information.

Permit Number: _____

INDEMNITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

For and in consideration of the City of Baytown issuing a permit in accordance with Chapter 34 "Environment," Article V "Hazardous Substances, Liquids and Gas Pipelines" of the Code of Ordinances of the City of Baytown, which consideration and sufficiency thereof is hereby acknowledged and received, _____, a corporation authorized to do business in the State of Texas, hereinafter "Permittee," hereby agrees as follows:

PERMITTEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "CITY," FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, REPLACEMENT, ADJUSTMENT OR REMOVAL OF ANY PART OR ALL OF THE PIPELINE PERMITTED HEREIN, WHERE SUCH INJURIES, DEATHS OR DAMAGES ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE CITY AND PERMITTEE AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE PERMITTEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH PERMITTEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY PERMITTEE TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE AND PERMITTEE'S NEGLIGENCE ARE CONCURRING CAUSES OF THE INJURY, DEATH OR DAMAGE; AND/OR (II) PERMITTEE'S JOINT AND SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

Permit Number: _____

Failure of either party hereto to insist on the strict performance of any of the above-referenced ordinance requirements or of the indemnity contained hereinabove or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris County, Texas.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

SIGNED this ____ day of _____, 20__.

PERMITTEE

Company Name

Signature of Authorized Officer

Printed Name

Title

Permit Number: _____

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

LETICIA BRYSCH, City Clerk

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, _____, the undersigned notary public, on this day personally appeared _____, in his/her capacity as _____ of _____, on behalf of such corporation

- _____ known to me;
- _____ proved to me on the oath of _____; or
- _____ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(Check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 200__

Notary Public in and for the State of Texas