

Pipeline/Utility Permit Administrative Procedure

This administrative procedure, as outlined below, is intended to give direction to the Jefferson County Drainage District No. 3 staff and consultants as they may be involved in the administration of pipeline/utility crossing permits as may be approved by the Chairman of the Board of Commissioners.

1. It shall be the applicant's responsibility to obtain the permit forms from the District office, complete all items, and return for review.
2. Upon the return of the completed forms, the District's superintendent shall inspect the site of the proposed crossing and submit a letter of his findings and opinion as to the feasibility of the request to the District's Chairman of the Board of Commissioners.
3. The Chairman, after having reviewed the application and consulted with the District's superintendent will set the fee and insurance requirements.
4. Upon the payment of the established fees and the presentation of the appropriate insurance, the request will be placed on the Board of Commissioners' agenda for formal action. If approved, an executed copy of the permit will be returned to the applicant, along with a letter of transmittal and approval, setting the date for the permit time period to begin.
5. During the permit period, it shall be the prerogative of the District or its agents to inspect the site of the crossing. All criteria, provisions, and restrictions as covered in the permit shall be strictly enforced; and any deviations from these specifications may be cause for cancellation of the permit and forfeiture of all fees, bonds, and/or insurance.
6. Changes in the previously approved plan for the crossing must be submitted to the District in writing explaining in detail the changes requested and the reason for such change. The request for amendment to the application will be reviewed the same as the original request was and will require Board action of the change is determined to be of a major nature by the Chairman after consultation with the District's engineer. If it is determined that the request is of a minor nature only, the chairman may authorize such change by an amendatory letter to the applicant with a copy attached to the original application. Any change which would require a considerable extension of the original permit period must have Board approval.
7. Upon the applicant's notification to the District of the impending conclusion of construction and completion of the crossing, the District's superintendent will perform a final inspection and report his findings in writing to the Chairman. If the work has not been satisfactorily completed, the Applicant will be notified in writing of the steps which need to be taken to complete any inadequacies. If, after reasonable time has elapsed and the crossing still does not meet the requirements of the District as set forth in the permit, legal action will be taken to insure completion.
8. Upon satisfactory completion of the project or any other action which would constitute the closing of the permitted authority, the permit will remain on file with the District as history of performance for the applicant and a record of line location.
9. This policy may be changed from time to time as conditions warrant, but each change as authorized will be made by amendment and become a part of this policy and be appropriately documented.

JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 3

P.O. BOX 388
HAMSHIRE, TX 77622

Phone (409)243-3495 Fax (409)243-3158

drainage3@jcdd3.org

PIPELINE/UTILITY PERMIT APPLICATION PACKET

Contact the Jefferson County Drainage District No. 3 Superintendent Fred L. Folsom to discuss the scope of the project.

1. Please return the following for processing (*in duplicate*):
 - a. Permit application form.
 - b. Locator map.
 - c. Plans/profile of pipe crossing.
 - d. Applicant's insurance certificate (in compliance with Schedule A.)
 - e. All signed easement right of way agreements.
2. Check payable to JEFFERSON COUNTY DRAINAGE DISTRICT NO. 3 for appropriate fee(s) as required.

Jefferson County Drainage District No. 3 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Jefferson County Drainage District No. 3 superintendent.

THE STATE OF TEXAS

COUNTY OF JEFFERSON

Date Original Permit Approved:	Permit No.
Date Amendment Approved:	Amendment No:

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 3

APPLICATION AND AGREEMENT FOR PIPELINE/UTILITY PERMIT

New Line: _____ Maintenance/Repairs: _____ Amendment To Existing Permit: _____

DATE: _____

_____ (Name of Applicant) does hereby make application to Jefferson County Drainage District No. 3 (the "District") to construct, maintain, and repair pipeline/utility crossing(s) across the easement(s), ditch(es), stream(s) or other such drainageway(s) as described below.

Information required:

1. Name and Address of Applicant: _____

2. Name and Address of Company or Agency Owning Line or Facility (if same as Applicant, please indicate):

3. Name and Address of Operator (if same as Applicant, please indicate): _____

4. Name and Address of Contractor to Install Line or Facility: _____

5. Estimated Date of Installation: _____

6. Location of Line(s) (Tract No., Survey, Abstract No.): _____

7. Jefferson County Drainage District No. 3 Easement(s), Ditch(es), Stream(s), or Other Drainageway(s) to be Crossed: _____

8. Names and Addresses of Fee Owners of Tracts Involved and Copy of Pipeline/Utility Easement(s) Acquired:

9. Number and Size of Line(s): _____

10. Pressure (Each Line): _____

11. Content (Each Line): _____

12. Is this a Common Carrier Pipeline/Utility? If yes, please submit Applicant's Texas Railroad Commission Form "T-4" or similar Form designating the facility as a common carrier serving a public facility or purpose. _____

13. Does Applicant have the Power of Eminent Domain? _____

14. Will the product be carried for hire or by the owner of the goods? _____

15. Where is the origin of the line? _____

16. Where is the destination of the line? _____

If requested permit is granted, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines/utilities will be placed at least five feet (60") below *existing or planned* channel cross sections flow line of ditch. Upon prior written approval of the District Superintendent, temporary overhead lines may be installed at a minimum elevation of three feet above the berm of the ditch for a period not to exceed six (6) months in duration.
2. Applicant will furnish location map, profile, and plans with application permit. Applicant will also furnish the DD3 District Map showing the proposed route and crossings of drainage ditches.
3. The District will be notified in writing ten days prior to beginning date of construction under this permit.
4. Applicant will bear the entire expense of all future relocations of any pipeline/utility(s) should such relocation at the sole discretion of the Board of Commissioner for Jefferson County Drainage District No. 3 be necessary for improvement, alteration, or maintenance of the District's facility.
5. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through the District's facility during Applicant's operation under this permit.

6. Applicant will notify the District at least 48 hours prior to completion of its work and removal of its equipment from the job site to permit the District to make an inspection.
7. Upon notification by the District, the Applicant will promptly repair or rectify any deficiency or condition caused by Applicant's operations or installations under this permit. Applicant will leave District's drainage facility and/or easement in as near the same condition or better, in the District's judgment, as they existed prior to the commencement of the operations under this permit.
8. The District shall not be liable or responsible for, and shall be saved and held harmless by Applicant from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for expenses for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the District.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Applicant to indemnify and protect the District from the consequences of the District's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.

Applicant further agrees to defend, at its own expense, and on behalf of the District and in the name of Jefferson County Drainage District No. 3 any claim or litigation brought in connection with any such injury, death or damage and herein Waives any and all right of subrogation against Jefferson County Drainage District No. 3, and the District's insurance carriers.

Before construction has begun on such pipeline/utility(s) crossing(s), Applicant/Contractor will furnish to the District a certificate of insurance providing the District evidence of acceptable insurance naming the District as Certificate Holder, Additional Insured and Waiver of Subrogation (or other security approved by the District) payable to Jefferson County Drainage District No. 3 and protecting Jefferson County Drainage District No. 3 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

9. The District makes no warranties, express or implied, in the granting of this permit; nor does the District purport to grant any property interest or exclusive privilege whatsoever by granting such permit. It is specifically understood that the District is not the agent for, nor does it act for, the fee owner(s) or any persons or entities having any right, title, or right to possession of the land upon which the District's easement is located.
10. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies require by law before installation or construction is begun.
11. Applicant will install its facilities in a manner and location as shown in the plans and specifications filed with the District in support of this application for permit. The District's inspector may at any time make such inspection as he may deem necessary to assure that the construction of the line or other facility is in accordance with the plans and specifications submitted, and said engineer or inspector shall have the right to temporarily suspend Applicant's work, if necessary, while such inspection is being made. Should Applicant not install the line or other facility in accordance with the terms and conditions of this permit, Applicant agrees that the District shall have the right to require, at Applicant's expense, the removal of the facility and

its replacement in conformance to said plans and specifications and conditions of this permit. The District may revoke this permit and suspend all work hereunder if it is determined by the District that the line or facility is not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against the District.

12. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the line or other facility without first securing a new or amended permit from the District prior to the making of any such change, with notice being given to the District 48 hours in advance. In emergency situations, notice will be given by the Applicant to the District at the earliest time possible. Applicant will keep up and maintain the line or other facility hereby authorized in good and safe condition in accordance with plans, specifications, and this permit.
13. All pipeline crossing locations under this permit shall be identified with appropriate markers installed three feet above ground on metal posts at such points and at such distances from the District's ditch as may be designated by the District's superintendent. Applicant will remove and then replace any markers, when so designated by the District's superintendent, as necessary to facilitate maintenance or construction on the District's ditch.

14. Permit Fees and Requirements:

Maintenance/Repairs: The permit fee to cover administrative cost in the amount of **\$500.00**, plus a reimbursement to the District for any necessary engineering fees which may be incurred with the advent of this permit, is hereby charged for routine maintenance and/or repair work performed at any one crossing. Separate permit fees, in the amounts stated above, will be charged for each separate crossing location; however, more than one crossing location may be included in a single application.

Ditch Crossings: The permit fee to cover administrative cost in the amount of **\$1,000.00**, plus a reimbursement to the District for any necessary engineering fees which may be incurred with the advent of this permit, is hereby charged for each crossing of a Jefferson County Drainage District No. 3 ditch. This fee will permit a single pipeline/utility to cross at a single crossing location. An additional fee of **\$1,000.00**, will be charged for each additional pipelines/utilities within the same crossing location. Separate permit fees, in the amounts stated above, will be charged for each separate crossing location; however, more than one crossing location may be included in a single application.

Open-Cut Ditch Crossing: Pipeline installation by open-cutting ditch crossings will require a fee of **\$5,000.00** for each open cut. The following requirements must be met and/or approved by the District's inspector:

- a. Contractor will notify Jefferson County Drainage District No. 3 two (2) days (48hrs) in advance of construction beginning at each crossing.
- b. Said pipeline will be installed using double ditching, which means that the topsoil will be removed first and placed to one side of the ditch, and then, the subsoil will be removed and placed to the other side of the ditch. Once the pipeline has been laid in the ditch, the subsoil will be returned to the ditch first, followed by the topsoil, which will be returned to the surface of said property. This method of installing the pipeline will help preserve the surface of the property and the integrity of the District's ditch.
- c. The contractor will be required to perform property backfill and compaction procedures.
- d. Upon proper compaction procedures, all disturbed areas must be hydro-mulched with seasonal grass seeds and adequate fertilizing to sustain vegetative growth for a period of two (2) years from the date of completion of the pipeline installation at each crossing.

- e. Applicant will be responsible for maintaining the integrity of the District’s channel, (which includes maintaining all disturbed areas to the same elevation of adjacent normal ground surfaces); at each crossing for a period of two (2) years from the date of completion of the pipeline installation at each crossing.

Temporary Bridges: The fee to place temporary bridge(s) over a ditch(es) for movement of equipment is **\$2,500.00** for each bridge. The following requirements must be met and/or approved by the District’s inspector:

- a. Temporary bridges will be allowed only on ditches that can be crossed with a single open span.
- b. The low cord of the bridge is required to be at or above ground level.
- c. Abutment to abutment length shall be equal or exceed the ditch top plus six (6) feet.
- d. All bridges and abutment supports are to be removed as soon as possible after use.
- e. The applicant/contractor shall notify Jefferson County Drainage District No. 3 twenty-four (24) hours prior to placement of the temporary bridge.
- f. Upon removal of the temporary bridge, all approaches and other disturbed areas must be brought to their original condition. Proper compaction of all disturbed areas is required, and areas must be hydro-mulched with seasonal grass seeds and adequate fertilizing to sustain vegetative growth for a period of two (2) years.
- g. Applicant/Contractor will be responsible for maintaining the integrity of the District/s channel, (which includes maintaining all disturbed areas to the same elevation of adjacent normal ground surfaces); at each temporary bridge crossing for a period of two (2) years from the date of completion of the pipeline installation.

Request to lay an additional line or lines, not included in an initial permit application, must be made by separate application with new permit fees paid accordingly and required support data.

All permit fees must be submitted with the application for permit.

Permit fees submitted with this application for which pipeline/utility crossings are not approved by the Directors of Drainage District No. 3 will be refunded to Applicant.

- 15. The Applicant is allowed four months (120 days) from the granting of the permit to start construction. Once started, the Applicant is allowed three months (90 days) to complete all work under such permit. All construction must be completed within seven months from the date of issuance of the permit. Upon application, extension may be granted by the Commissioner of Jefferson County Drainage District No. 3. Such applications for extension must be received by the District at least thirty (30) days before the expiration of the seven-month period. A new permit fee, in accordance with Paragraph 14 hereof, will be charged for each extension granted.
- 16. **Upon completion of the work, Applicant is required to submit a copy of the “As Built” drawing to the District’s Superintendent.**

17. Construction on any pipeline/crossing will not begin until written approval has been given by Jefferson County Drainage District No. 3.

18. All provisions of the Pipeline/Utility Permit Administration Procedure of Jefferson County Drainage District No. 3, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.

DATE this _____ day of _____, _____.

Name of Applicant (printed or typed)

BY: _____
Signature

TITLE: _____

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by the Applicant,

_____, on this _____ day of _____, to which
witness my hand and seal of office.

NOTARY PUBLIC IN AND FOR THE
STATE OF _____

My Commission Expires: _____

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 3 APPROVAL

On this _____ day of _____, the above application for pipeline/utility permit, having been presented to the Board of Commissioners of Jefferson County Drainage District No. 3, the same is hereby APPROVED.

Chairman, Board of Commissioners
Jefferson County Drainage District No. 3

SCHEDULE A

Jefferson County Drainage District No. 3 Minimum Pipeline/Utility Permit Insurance Requirements Effective 6/9/2022

I. Commercial General Liability Limits:

General Aggregate	\$2,000,000
Products-Com/Ops Agg.	2,000,000
Personal & Adv. Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	50,000
Med. Expenses	5,000

II. Auto Liability Limits:

Combined Single Limit	\$1,000,000
Owned, Hired & Non-Owned	
Bodily Injury/Prop. Damage	500,000/1,000,000/500,000

III. Workers' Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	500,000/500,000/500,000

IV. Umbrella Liability Limits:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Prior to commencement of work, Applicant shall furnish certificates of insurance verifying coverages and limits outlined above and other provisions set forth below and naming **Jefferson County Drainage District No. 3 as Certificate Holder**. Such insurance shall be provided by insurance carriers rated by AM Best & Company and deemed acceptable to the District.

Certificates shall document **Waiver of Subrogation** provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document **Additional Insured** provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such a Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.