

**PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE  
PIPELINE PERMIT  
ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING**

1. SUBMIT A COMPLETED REVOCABLE PIPELINE PERMIT APPLICATION FORM EXECUTED AND CONTAINING AN ORIGINAL SIGNATURE OF THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY. IF SIGNED BY AN AGENT OTHER THAN THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY, A POWER OF ATTORNEY STATEMENT AS FILED OF RECORD IN CANADIAN COUNTY, OKLAHOMA WILL BE REQUIRED.
2. SUBMIT EIGHT (8) COPIES OF DETAILED CONSTRUCTION DRAWINGS. PLANS SHOULD SHOW THE PROPERTY LINES, CURB, CENTERLINE OF STREETS, RIGHT-OF-WAY WIDTHS, UTILITY AND/OR DRAINAGE EASEMENTS, DRIVEWAYS AND/OR SIDEWALKS, AND THE PROPOSED ALIGNMENT OF THE PIPELINE. DIMENSIONS SHOULD BE INCLUDED TO SHOW THE RELATIONSHIP OF THE PROPOSED IMPROVEMENTS, CURB LINE, PROPERTY LINE AND CENTER LINE OF ADJACENT STREETS. OTHER DIMENSIONS AS APPLICABLE SHOULD BE SHOWN. IN DEVELOPED AREAS OF THE CITY, STANDARD PLAN AND PROFILE SHEETS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER/LAND SURVEYOR ARE REQUIRED.
3. SHOULD A PIPELINE DURING ITS COURSE CROSS MORE THAN ONE STREET RIGHT-OF-WAY OR PUBLIC EASEMENT, INCLUDE ALL CROSSINGS ON ONE APPLICATION. STREET AND DRIVEWAY CROSSINGS SHALL BE BY THE BORING METHOD. CUTTING PAVEMENT ON STREETS REQUIRES SPECIAL APPROVAL AND IS AN EXCEPTION RATHER THAN A STANDARD PRACTICE. ADDITIONALLY, CONTRACTOR INSTALLING THE PIPELINE MUST BE PRE-QUALIFIED, LICENSED, AND OBTAIN ALL REQUIRED CONSTRUCTION PERMITS.
4. SUBMIT LETTERS OF NO OBJECTION FROM THE OWNERS OF THE PROPERTIES ALONG THE ENTIRE ROUTE THAT ABUT THE PROPOSED PIPELINE. A LEASE/EASEMENT AGREEMENT WOULD BE SUFFICIENT.
5. SUBMIT WITH THE APPLICATION A NOTARIZED STATEMENT OF THE GENERAL OR LOCAL MANAGER OR AGENT OF THE COMPANY VERIFYING THAT THE STATEMENT MADE BY THEM IS TRUE AND CORRECT AS TO WHETHER SAID COMPANY SELLS NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE TOWN; WHETHER SAID COMPANY ONLY DISTRIBUTES NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE TOWN; OR WHETHER SAID COMPANY BOTH SELLS AND DISTRIBUTES NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE TOWN.

6. APPLICANTS THAT ONLY DISTRIBUTE NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE TOWN SHALL BE REQUIRED TO PAY AN INITIAL INSPECTION FEE WITH A CHECK PAYABLE TO THE TOWN OF CALUMET IN AN AMOUNT OF \$\_\_\_\_\_.
7. APPLICANTS THAT SELL NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE TOWN SHALL BE SUBJECT TO A 2% GROSS RECEIPTS TAX PURSUANT TO TITLE 68, ARTICLE 26, SECTIONS 2601 AND 2602 OF THE OKLAHOMA STATUTES.
9. SUBMIT BILLING INFORMATION. INCLUDING COMPANY NAME, CONTACT NAME, MAILING ADDRESS AND CONTACT PHONE NUMBER.
10. SUBMIT ORIGINAL PROOF OF INSURANCE WITH STANDARD COMPREHENSIVE PUBLIC LIABILITY COVERAGE INCLUDING CONTRACTUAL LIABILITY INSURANCE COVERING BODILY INJURIES AND PROPERTY DAMAGE NAMING THE APPLICANT/PERMITTEE AND THE TOWN AS CO-INSURED, ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE.
11. AFTER THE REVIEW PROCESS IS COMPLETED AND ANY DEFICIENCIES ARE CORRECTED, THE APPLICATION WILL BE DOCKETED FOR TOWN COUNCIL CONSIDERATION. THE COUNCIL MEMO WHICH ACCOMPANIES THE APPLICATION HAS TO BE PREPARED TWO WEEKS IN ADVANCE OF THE COUNCIL HEARING. ACCORDINGLY, APPLICATIONS SHOULD BE SUBMITTED WELL IN ADVANCE OF THE DATE THAT THE PERMIT IS NEEDED.

The purpose of this letter is to confirm that I am the owner of the property at:

\_\_\_\_\_ and that I have no objection to the installation of a private:

\_\_\_\_\_ on street right-of-way and/or easement along:

\_\_\_\_\_ to serve:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_, 20\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (Print or Type)

\_\_\_\_\_  
PHONE NO. (Optional)

**APPLICATION FOR REVOCABLE PIPELINE PERMIT**

**TO THE HONORABLE MAYOR AND TOWN COUNCIL  
CALUMET, OKLAHOMA**

Come now the \_\_\_\_\_  
and applies to the Town Council of Calumet for a permit to lay \_\_\_\_\_  
pipeline within the Town of Calumet.

The description of said line is as follows:

And the location and depth of said line or lines and all existing utilities are shown on the attached survey.

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

**REVOCABLE PIPELINE PERMIT**

THIS PERMIT, entered into in duplicate this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereinafter called the “Company” and THE TOWN OF CALUMET, a municipal corporation, situated in Canadian County, State of Oklahoma, hereinafter called “Town”,

WITNESSETH:

Town, pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Company, does hereby permit the Company to lay said pipelines along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said Town, as shown by the accompanying survey, the location of said pipelines being more particularly described as follows:

With the right of ingress and egress to and from the same. This permit is made by said Town and accepted by said Company upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said pipelines along, over and across the property above described shall be subject to the approval of the Town Engineer of said Town.

Said pipelines shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located and shall thereafter be maintained at such grade.

2. Said pipelines shall be constructed, repaired, and renewed and maintained by the Company, at the Company's own cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.

All pipelines installed crossing from one side of the public right-of-way to the other shall be constructed as per the following:

**(1) Cased crossing.** *The pipeline crossings must pass through a casing of a design and constructed in accordance with the United States Department of Transportation standards set forth in 49 CFR 192.323 (Casing). For public rights of way, the casing shall be a seamless steel pipe, grade "B" having a minimum wall thickness of 0.250 inches or better.*

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipeline and to have a life expectancy equal to or greater than the carrier pipe. The vents must be sized to allow proper release of carrier pipe contents in the case of failure. The minimum pipe size for vents is two inches. If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipeline by two inches or more.

The carrier pipe in public right-of-way and public property shall be one grade better than could be used in private right-of-way in the same vicinity.

**(2) Un-cased crossing.** *The pipeline crossing must conform in design, construction and installation to the United States Department of Transportation standards set forth in 49 CFR 192 Subpart C. Construction, installation and use of an un-cased pipeline crossing shall be allowed only when the pipe utilized for the crossing is a minimum of one ASTM grade higher in tensile strength and a minimum of one step greater in wall thickness than the materials otherwise required.*

The Company agrees not to place any casing in a public right-of-way having a wall thickness and grade of pipe less than that required and/or recommended by the applicable pipe industry.

3. The Company agrees that it will at all times hereafter indemnify, protect and save harmless the Town from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Company, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said pipelines.
4. The Company shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Company shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the Town Engineer of said Town. If the Company shall fail to make any repairs or do any work required of said Company by the provisions of this permit within ten days after receipt of written notice from the Town calling attention thereto and requesting such repairs or work to be done, then the Town shall have the right to make such repairs or do such work at the expense of the Company, and the Company shall reimburse the Town for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the Town to the Company.
5. This permit shall ensure to the benefit of the successors, lessees and assigns of the Company hereto only upon consent thereto in writing duly executed by said Town.
6. It is understood and agreed by the Company that it will on July 1st of each year file with the Public Works Director a statement or diagram verified by an affidavit of the general or local manager or agent of such company, showing the number of pipelines and the number of rods of the pipelines which occupy the streets, alleys or public places which are maintained or used by said Company.
7. It is understood and agreed by the Company that on July 1st of each year, it will also file with the Town Clerk, a statement verified by the affidavit of the general or local manager or agent of said company showing the gross receipts of the company for the previous year from June 30th of that year and to and including June 30 of the year in which the statement is made, resulting from any sale of natural or artificial gas to consumers in the Town.
8. It is understood and agreed by the Company that if said Company sells natural or artificial gas to consumers in the Town, it shall be subject to a 2% gross receipts tax on the revenues from said sales in accordance with Title 68 Article 26, sections 2601 and 2602 of the Oklahoma Statutes.
9. It is understood and agreed by the parties hereto that this permit to the Company is subject to any and all Ordinances now in force or hereafter enacted by said Town and to any and all existing rights of any public utility and by virtue of permits or franchises heretofore granted and executed by said Town, and that this permit is revocable at any time by said Town upon notice thereof to the Company.

10. It is further expressly agreed that the Company will commence said work within \_\_\_ days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before \_\_\_\_\_ days from the date of commencement.
11. Where openings are made in or adjacent to any street, alley or public right-of-way, the Company shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.  
  
Neither the materials excavated, nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The Town reserves the right to remedy a neglect on the part of the Company as regards the protection of the work at the Company's expense.
12. It is expressly agreed that in the event Town revokes this permit or directs Company to relocate all or a portion of the pipeline(s) authorized under this permit, Company will, at its sole expense, remove or relocate pipelines(s) within 60 days from the date the notice is given.
13. All street crossings will require dry boring and/or tunneling below the ( minimum 48 inches) street surface, unless special permission is received from the Town Engineer to open-cut.
14. The Company shall place identification markers at all points where the pipeline(s) intersect(s) the Town's right-of-way boundary. Said marker shall extend a minimum of 36 inches above right-of-way surface.
15. This permit authorizes Company to use and occupy a portion of certain streets, alleys, easements, public rights-of-way and public properties, for the location of its pipeline(s) in a manner which will not interfere with the public use of said rights-of-way.
16. It is expressly understood, that the permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property.
17. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
18. The Company agrees that this Revocable Permit is subject to the following conditions:

a. The Company shall \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this permit to be executed in duplicate by their proper officers there unto authorized the day and year first above written.

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COMPANY

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SIGNATURE

TITLE

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PRINT NAME

ATTEST

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CITY CLERK

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MAYOR

Reviewed as to form and legality.

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Assistant Municipal Counselor