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Permit No. \_\_\_\_\_

PERMIT TO CONSTRUCT, USE, AND MAINTAIN WORK
WITHIN A HIGHWAY OR MUNICIPAL PROPERTY

I / We, (the 'Permittee') \_\_\_\_\_
of \_\_\_\_\_

hereby make application to the Corporation of the District of Summerland (the 'District') to Construct, Use, and
Maintain Work within a Highway or Municipal Property. Complete a. or b. below:

a. The address and legal description of the land to which this permit pertains to (the 'Lands') is:

Street Address: \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ DL \_\_\_\_\_ Plan \_\_\_\_\_

Description of Work to be constructed, used, or maintained within a Highway or Municipal Property:

\_\_\_\_\_ (the "Permitted Work")

b. If the work is being constructed by the Ministry of Transportation and Infrastructure, Telus, Shaw, Fortis, or some
other public utility provider, provide a general description of where the work is located: (i.e. a range of addresses or
geodetic coordinates)

Reason for and description of the Work: \_\_\_\_\_

The following documentation has been submitted to the District in support of this application for a Permit to Construct,
Use, and Maintain Work within a Highway or Municipal Property, or a current copy of the documentation is on file at
the office of Works and Infrastructure, or the Director has deemed the documentation is not applicable to this
application:

- 1. DOS File Number \_\_\_\_\_
2. Construction Security \$ \_\_\_\_\_ [ ] yes [ ] not applicable, Director's Initials \_\_\_\_\_
3. Letter of Authorization by Owner ..... [ ] yes [ ] on file [ ] not applicable
4. Engineered Drawings No. .... [ ] yes [ ] on file [ ] not applicable
5. Photos of Site Location ..... [ ] yes [ ] on file [ ] not applicable
6. Construction Schedule ..... [ ] yes [ ] on file [ ] not applicable
7. Traffic Management Plan ..... [ ] yes [ ] on file [ ] not applicable
8. Liability Insurance ..... [ ] yes [ ] on file
9. Business Licence ..... [ ] yes [ ] on file
10. Company Safety Program ..... [ ] yes [ ] on file
or Summerland's Contractor Safety Requirements..... [ ] yes [ ] on file
11. WorkSafe BC Account No. \_\_\_\_\_ [ ] yes [ ] on file
12. Contractor's Notice of Project No. \_\_\_\_\_
13. Commencement date: \_\_\_\_\_
14. Completion date: \_\_\_\_\_

\* UNDERGROUND LOCATES ARE A REQUIREMENT OF THIS APPLICATION \*



**Schedule 'A'**  
**Conditions of a Permit to Construct, Use, and Maintain Work  
within a Highway or Municipal Property**

The permission and approval granted herein is subject, at all times, to the following conditions:

**1) Construction Requirements**

The Permitted Works must be carried out to the satisfaction of the Director and performed in accordance with the provisions, specifications, and requirements of:

- the approved engineered drawings submitted in support of the application to Construct, Use, and Maintain Works within a District right of way or Municipal Property,
- the Municipality's Subdivision and Development Servicing Bylaw No. 99 – 004,
- the Master Municipal Construction Documents,
- the Ministry of Transportation "*Traffic Control Manual for Work on Roadways*", and
- WorkSafe BC.

Where there is a conflict between the provisions, specifications, and requirements of these documents, the most stringent provision, specification, and requirement shall apply.

**2) Security**

This section does not apply to applications made by the Ministry of Transportation and Infrastructure, Telus, Shaw, Fortis, or any other public utility provider.

Prior to the issuance of a Permit To Construct, Use, and Maintain Works within a Highway or Municipal Property, the Permittee shall deposit with the Director an irrevocable letter of credit or bank draft, equal to 50% of the cost of completing the Permitted Works, as estimated by the Permittee's engineer or qualified agent and as approved by the Director. The letter of credit shall be drawn on a chartered bank in Canada, be for a term of not less than eighteen months, and be in a format approved by the Director.

The Director may waive or reduce the amount of the security if, in his sole discretion, he deems that the Permitted Works are so limited in scope that waiving or reducing the security will not compromise the Municipality's ability to ensure the Permitted Works are completed by the Completion Date and in accordance with the conditions set out in this permit.

Upon completion of the Permitted Works, to the satisfaction of the Director, the balance of the security, if any, will be returned to the Permittee minus any costs incurred by the Municipality. If the security is insufficient to cover the Municipality's costs, the Permittee agrees that they will pay such deficiency in funds to the Municipality immediately upon receipt of an invoice.

**3) Completion Date**

The Permittee shall not commence the Permitted Works before the Commencement Date, shall proceed with due diligence, and shall complete the Permitted Works on or before the Completion Date.

The Commencement Date and the Completion Date shall be established based on the construction schedule submitted by the Permittee and as approved by the Director. The Director reserves the right to require a construction schedule requiring that the Permitted Works be completed in identifiable stages.

The Permittee may request an extension to the Completion Date if, within ten days of an incident, the Permittee brings the incident to the attention of the Director and provides the Director with supporting information as to why the incident would justify an extension to the Completion Date. The Director will review the information and, in his sole discretion, determine if the extension is justified.

**4) Default**

Failure by the permit holder to repair damage and/or fulfill such obligations as are set out in the permit within the specified time shall enable the Municipality to carry out such repairs or fulfill such obligations that have not been met under the terms and conditions of the permit, and to deduct the cost thereof from the security provided under Section 2, and should there be an insufficiency of security, then the Permittee shall pay the balance forthwith, upon delivery of an invoice, of that amount required by the Municipality to carry out the Permitted Works or fulfill the obligation.

5) **Cancel Permit**

The Director may, upon five days written notice to the Permittee, cancel this permit if the Director deems that the Permittee is failing to comply with the conditions of this permit.

6) **Permittee**

The Permittee:

- a) must give the Director **at least five days advance notice before commencing any work**;
- b) is responsible for
  - a. obtaining and paying for any and all permits that may be required in association with the Permitted Works,
  - b. all costs related, either directly or indirectly, to the Permitted Works or the cost of restoring any areas that may have been damaged or disturbed by the Permittee's performing the Permitted Works,
  - c. all costs related, either directly or indirectly, to the repair of any damage caused to the Municipality's road, water, drainage, sewer, electrical, or other infrastructure by the performance of the Permitted Works.
- c) must locate all above and below ground utilities prior to commencing the Permitted Works and must notify all agencies who may have infrastructure that may be affected by the Permitted Works.
- d) agrees to indemnify and save harmless the Municipality, its Council, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the Municipality or its Council, officers, agents and employees any incident that may occur or damage that may be done to any person or property whatsoever caused directly or indirectly by the Permittee's performing the Permitted Works.

7) **General Requirement**

- a) This Permit is valid only for the specific Permitted Works stated herein. Any alterations, additions, or amendments to the Permitted Works must be covered by a separate Permit to Construct, Use, and Maintain Work within a Highway or Municipal Property.
- b) The permission granted herein is:
  - a. only granted for such times as the Highway or Municipal Property, within which the Work is located, is under the jurisdiction of the Municipality. This permission is not to be construed as being granted for all time, and shall not be deemed to vest in the Permittee any right, title, or interest whatsoever in or to the Highway or Municipal Property within which the Permitted Work is located. Should the Highway or Municipal Property at any time be included within a highway duly classified as an arterial or primary highway pursuant to Section 45 of the Transportation Act, this Permit shall become null and void.
  - b. granted without prejudice to the provisions of the Community Charter or other Acts governing municipal lands and public infrastructure or their use by the public.
  - c. in force only during such time as the Permitted Work is used and maintained by the Permittee, to the entire satisfaction of the Director.
- c) Upon receipt of written notice by the Municipality of its intention to construct, extend, alter, or improve any public infrastructure that will affect the Permitted Work installed under this Permit, the Permittee, or his successor in law, shall within ninety days remove, move, or alter the Permitted Work at his own expense to accommodate the infrastructure proposed to be constructed, extended, altered, or improved by the Municipality. The Municipality is not responsible to replace the Permitted Work constructed by the Permittee under this Permit.

If the Permittee fails or refuses to remove, move, or alter the Permitted Work within ninety days of notification by the Director, the Municipality may remove, move, or alter the Permitted Work and shall recover all costs by deducting their costs from the security or by invoicing the owner of the Permitted Work.

- d) This Permit may be cancelled at the discretion of the Director if the Highway or Municipality Property is required for use by the Municipality.

- e) The Director shall, at all times, have free and uninterrupted access to inspect all or parts of the Permitted Works to ascertain the Permittee's compliance with the conditions of this permit.
- f) The Director may require the Permittee to provide a detailed Traffic Management Plan that will outline how the contractor will manage work zones and traffic control to ensure safety and convenience to the travelling public. This Traffic Management Plan shall be prepared by a Professional Engineer and shall be reviewed and approved by the Director prior to the commencement of the works.
- g) Any damage to the Municipality's infrastructure must be repaired in an expedient manner to the satisfaction of the Director. Damage to the Municipality's water, sewer, drainage, or electrical infrastructure shall be repaired by the Municipality and the Municipality may recover all costs from the security.
- h) At least one lane of alternating traffic must be kept open to traffic at all times unless the Permittee has been issued an approved Temporary Road Closure Permit from the Municipality.
- i) All pipeline and ducting road crossing installations are to be by drilling or by jacking in such a manner as to afford minimum grade settlement. Water jetting is not permitted. Open excavations will only be permitted where the Director deems that the excavation will not have a detrimental effect to the Municipality road or public use.
- j) The maximum amount of open excavation that may be kept open at any time is fifty metres.
- k) All excavations, materials, or other obstructions are to be fenced, lit, or otherwise marked and every possible precaution must be made to ensure the safety of the public.
- l) Dust, mud, soil, debris, or other foreign material tracked onto existing municipal roads must be controlled and removed at least once a day, or as otherwise directed by the Director. If the Permittee fails or refuses to control or remove the dust, mud, soil, debris, or other foreign material within 4 hours of notification by the Director, the Municipality may perform the task and may recover all costs from the security.
- m) Survey pins or survey monuments that are removed, damaged, or disrupted during the course of constructing or installing the Permitted Works, shall be replaced by a certified BC Land Surveyor at the expense of the Permittee.
- n) Upon completion of the Permitted Works, all areas that may have been damaged or disturbed must be restored to their original condition.
- o) The Director may require the Permittee to install and maintain cold mix asphalt in areas where the Permittee has removed asphalt and inclement weather is preventing the Permittee from installing hot mix asphalt. If the Permittee fails or refuses to install or maintain the cold mix asphalt within 48 hours of notification by the Director, the Municipality may install and maintain cold mix asphalt and may recover all costs from the security. The cold mix shall be replaced with hot mix as soon as possible, weather permitting.
- p) All surplus material must be removed from the Highway or Municipal Property.

8) **Warranty**

The Permittee warrants the Permitted Works for a period of eighteen (18) months after substantial performance.