

## APPLICATION TO WORK ON OR WITHIN TOWN STREETS, RIGHT-OF-WAY AND PROPERTY

APPLICANT:			
Business Name:		Business Licence No.	
Business Address:			
Business Phone No.:		Business Email:	
24 Hr. Emergency No.:		Contact Name:	
LOCATION OF WORK:			
Property Owner / Occupant Name:			
Civic Address:			
Legal Description:			
CONSTRUCTION DETAILS:			
Start Date:		Completion Date:	
Description of Work: (please enter in space provided below)			
Traffic Safety Plan Required <input type="checkbox"/>		Lane Closure Required <input type="checkbox"/>	
Provide two sets of drawings detailing proposed construction and location, and two copies of estimated cost of construction for review and approval by the Engineering Department.			
PERMIT FEE: \$50.00			
I/We have read, understand and agree to comply with all the terms and conditions outlined in the Conditions of Approval on the reverse side of this permit. The approved works are to be completed to the satisfaction of the Engineering Department. A non-refundable <b>\$50.00</b> permit fee has been paid to the Town of Ladysmith.			
Contractor Signature:		Date:	
OFFICE USE			
Permit Fee Receipt #:	Cheque <input type="checkbox"/>	Debit <input type="checkbox"/>	Cash <input type="checkbox"/>
Amount of Security Deposited \$	Cheque <input type="checkbox"/>	Debit <input type="checkbox"/>	Cash <input type="checkbox"/>
Deposited by:	Irrevocable letter of credit <input type="checkbox"/>		
Permission to commence construction is hereby given subject to the terms and conditions outlined in the Conditions of Approval on the reverse side of this permit.			
Engineering Department		Date	
Final Engineering Inspection (Approval to release Security Deposit, if applicable)			
Engineer's Signature:			
Date:			

The personal information on this form is collected under the general authority of the *Community Charter* and *Freedom of Information & Protection of Privacy Act* (FOIPPA) and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected or for a use consistent with that purpose. If you have any questions about the use and collection of this information, contact the Corporate Officer at 250.245.6417 or [foi@ladysmith.ca](mailto:foi@ladysmith.ca).

## CONDITIONS OF APPROVAL

1. In the event a permitted encroachment on Town property is for the exclusive, sole use of a property or property owner, the Owner of the adjacent property (the "Owner") must enter into an encroachment agreement with the Town, in the Town's usual form permitting the encroachment and the Town may require liability insurance in an amount specified below so as to protect the Town's interests immediately. In the event such required insurance is permitted to lapse by the property owner, the Town may remove the encroachment at the property owner's expense.
2. Prior to the commencement of construction the Owner or contractor on behalf of the Owner shall:
  - (a) Deposit with the Town an irrevocable letter of credit or cash in the amount determined by the Town's policy for setting security deposits;
  - (b) Provide the Town with 48 hours' written notice;
  - (c) Obtain from the appropriate authorities all underground service information within and adjacent to the construction site in order to locate and to protect existing pipes or ducts forming part of any sewer, drain or other public utility system;
  - (d) Provide certificates or other evidence to the satisfaction of the Town that the property owner or contractor has obtained comprehensive public liability and property damage insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) on an all risk basis for bodily injury, death and damage, with the Town as an additional insured;
  - (e) Arrange a site meeting with the Town's Engineering Department and others involved with the work.
3. Upon commencement of work the contractor shall proceed with due diligence.
4. All work shall be constructed in compliance with the Town Bylaws and amendments thereto, if any, as well as the regulations contained within the Town of Ladysmith's Engineering Standards and Specifications; as well as to such special conditions, restrictions and regulations as may be imposed by the Town's Engineering Department.
5. All work is to be done in compliance with the Worker's Compensation Act, and the Owner or its contractor shall be the prime contractor.
6. In consideration of the granting of this permit, I/we agree to release and indemnify the Town of Ladysmith, its Council Members, employees and agents from and against all liability, demands, claims, causes of actions, suits, judgements, losses, damages, costs, expenses of whatever kind which I/we or any other person, partnership or corporation of my/our/their respective heirs, successors, administrators or assignees may have or incur in consequence of or incidental to the granting of this permit or any inspection, failure to inspect, certification, approval, enforcement or failure to enforce the Town of Ladysmith bylaws and I/we agree that the Town of Ladysmith owes me/us no duty of care in respect of these matters.
7. The Owner shall be responsible for all damages which may arise as a result of its or its contractor operations and shall make good such damage at his expense.
8. If the Owner or its contractor fails to repair the damage, the security provided by the contractor shall be forfeited and be used to have the damage repaired by the Town in which case the contractor will be charged the actual construction and installation costs required to complete the repairs including an administration charge.
9. Additional conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Prime Contractor Designation Form**

**“Appendix A”**

**PROJECT NAME:** \_\_\_\_\_

**PRIME CONTRACTOR DESIGNATION FOR OCCUPATIONAL HEALTH & SAFETY**

**Definitions:**

According to the Workers Compensation Act (Part III)

**Owner (Town of Ladysmith):**

**Prime Contractor:** Any Contractor designated by the owner (Town of Ladysmith) to be the Prime Contractor on a project with respect to occupational health and safety **ONLY**

**Designation:**

By signing this agreement, \_\_\_\_\_ agrees to assume the responsibilities of a **Prime Contractor** as outlined in the "Workers' Compensation Act, and Regulations". In general, the Prime Contractor coordinates the occupational health and safety activities of all employers, workers and other persons at the workplace.

As a Contractor signing this agreement with the Town of Ladysmith, you are agreeing that your personnel will comply with the "WorkSafeBC Occupational Health and Safety (OH&S) Regulations" and the "Workers Compensation (WC) Act".

If the Prime Contractor wishes to designate another person as the Prime Contractor, they shall advise the Town of Ladysmith of their intentions in writing and obtain approval from the Town of Ladysmith prior to the commencement of the new Prime Contractor designation. The new Prime Contractor must agree through signature to all the terms of this agreement.

**The Prime Contractor must:**

- Have a workplace drawing showing where all employers at the workplace are working, where first aid is located, emergency transportation system for injured workers and evacuation marshalling points. This document must be provided to the Town of Ladysmith prior to the commencement of work activity;
- Ensure that if there is an accident where there is loss of life or where there was potential for an accident leading to loss of life, the Town of Ladysmith is advised forthwith of the details and any other information. This will be provided to the Town of Ladysmith for information purposes only;
- Ensure that workplace safety meetings are held and documented;
- Ensure there is compliance with any other statute, regulation, or bylaw, which is in place to provide worker safety.

**Conclusion:**

Any occupational health and safety violation by the Prime Contractor or any other employer, worker, or other person on the workplace, shall be considered a breach of contract which may result in termination or suspension of the Permit for work on or within Town streets, Rights of Way and Property and/or any other

actions deemed appropriate at the discretion of the Town of Ladysmith.

The Prime Contractor shall indemnify and save the Town harmless from penalties, sanctions, or additional costs or assessments levied against the Town, the Prime Contractor or sub- contractors will be the sole responsibility of the Prime Contractor or the sub-contractors arising from the work authorized under this Permit.

I, the undersigned, acknowledge having read and understand the information above.

By signing this agreement, I agree as a representative of the firm noted below, to assume the responsibilities of the Prime Contractor for this project.

Date: \_\_\_\_\_

Contact

Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prime Contractor