

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

<b>APPLICANT:</b>			
Business Name:		Business License No.	
Business Address:			
Business Phone No.:		Business Email:	
24 Hr. Emergency No.:		Contact Name:	
<b>LOCATION OF WORK:</b>			
Property Owner / Occupant Name:			
Civic Address:			
Legal Description:			
<b>CONSTRUCTION DETAILS:</b>			
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.			
<b>PERMIT FEE: \$50.00</b>			
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 <u>\$50.00</u> permit fee has been paid to the Town of Ladysmith.			
Contractor Signature:		Date:	

<b>OFFICE USE</b>			
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:			



## 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 Town shall issue an encroachment agreement to the property owner permitting the encroachment and may require sufficient liability insurance so as to protect the Town's interests. 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 contractor shall:
  - (a) Deposit with the Town an irrevocable letter of credit or cash in the amount of 50% of the estimated cost of the work, prepared by a P. Eng, certified in the province of BC;
  - (b) Provide the Town with 48 hours' 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;
  - (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.
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 contractor shall be responsible for all damages which may arise as a result of his operations and shall make good such damage at his expense.
8. If the 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: \_\_\_\_\_  
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