

## **POLICY STATEMENT AND REGULATIONS**

Number: 400.2

### **PERMIT TO PERFORM WORK WITHIN A DISTRICT RIGHT-OF-WAY**

#### **Policy:**

The District of Summerland wishes to ensure that public property and public access on district right-of-ways are protected by allowing only authorized work within these right-of-ways through the implementation of a permit to regulate such work.

#### **Regulations:**

The Director of Engineering and Public Works, or his authorized designate, is hereby authorized to issue permits to perform work within a District right-of-way and to administer the permit process including any bonding, as outlined in the 'Permit to Perform Work within a District Right-of-Way' attached to this policy as Schedule A.

ADOPTED: October 27, 2008



# District of Summerland

*"Building a Unique Community with Quality, Efficiency and Respect"*



## Engineering and Public Works

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

### PERMIT TO PERFORM WORK WITHIN A DISTRICT RIGHT-OF-WAY

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

hereby make application to the Corporation of the District of Summerland (the 'District') to perform work within a District right-of-way.

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

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

Legal Description: Lot(s) \_\_\_\_\_ Block \_\_\_\_\_ DL \_\_\_\_\_ Plan \_\_\_\_\_

The following documentation has been submitted to the District in support of this application for a Permit to Perform Work Within a District Right-of-Way, or a current copy of the documentation is on file at the office of Engineering and Public Works, or the Director has deemed the documentation is not applicable to this application:

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

By signing below, the Permittee is acknowledging and agreeing that they have read, understand, and will comply with the conditions set out in the attached Schedule 'A' – Conditions of a Permit to Perform Work within a District Right-of-Way.

Permittee's Name (print): \_\_\_\_\_

Tel: \_\_\_\_\_

Permittee's Signature: \_\_\_\_\_

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

Director's Approval: \_\_\_\_\_

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

**Schedule 'A'**  
**Conditions of a Permit to Perform Work  
within a District Right-of-Way**

The approval of this permit and the permission to perform work within a District right-of-way is, at all times, subject to the following conditions:

1) **Definitions**

'Director' means the Director of Engineering and Public Works or his duly appointed delegate.

'Permitted Works' means:

- any works or services that have been approved by the District to be constructed or installed, or
- any excavation, removal, deposit, or boring of soil that has been approved by the District to be carried out,  
within a District right-of-way.

'Permittee' means the owner as defined in the Community Charter and his agent authorized by the owner to apply for a Permit to Perform Works Within a District Right-of-Way on the owner's behalf.

2) **Issuance**

The Engineering and Public Works Department will be the issuing agency for all permits to perform work within a District right-of-way.

3) **Construction Requirements**

Permitted Works must be performed in accordance with the provisions, specifications, and requirements of:

- the approved engineered drawings submitted in support of an application for the subdivision or the development of Lands,
- the District'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.

4) **Security**

The Director may not issue a Permit To Perform Works Within a District Right-of-Way unless the Permittee deposits an irrevocable letter of credit, or bank draft, with the District equal to 50% of the cost of completing the Permitted Works, as estimated by the Permittee's engineer 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 District's ability to ensure the Permitted Works are completed by the Completion Date and in accordance with the conditions set out in this permit.

Where the Permittee is required to deposit a security, the Director will consent to a reduction in the amount of the security pursuant to the following conditions:

- a) the reduction is equal to 50% of the cost of the Permitted Works completed, minus a 10% holdback, as submitted by the Permittee's engineer and as approved by the Director; and
- b) the reduction is greater than 10% of the original total value of the security; and
- c) the reduction does not reduce the value of the security to less than twenty-five percent of the security's original total value.

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 administration fees, penalties, and costs incurred by the District. If the

security is insufficient to cover the District's costs or to cover the cost of the daily penalties, the Permittee agrees that they will pay such deficiency in funds to the District immediately upon receipt of an invoice.

**5) Completion Date**

The Permitted Works shall not commence before the \_\_\_\_\_ day of \_\_\_\_\_, 2008 (the 'Commencement Date'), shall proceed with due diligence, and shall be completed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2008 (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 District reserves the right to require a construction schedule that required the Permitted Works to 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.

**6) Penalties**

If the Permitted Works, or any part thereof, is not performed in accordance with the conditions set out in this Schedule or if the Permitted Works, or any part thereof, is not completed by the Completion Date, the District may, upon five days written notice to the Permittee, either:

- a) complete the Permitted Works, or any part thereof, and deduct the cost of completing the Permitted Works from the security held by the District, or
- b) deduct a penalty of \$250.00 per day from the security until such time as the Permitted Works, or any part thereof, has been completed.

The District may complete the Permitted Works either by itself, or by contractors employed by the District.

**7) Withhold Approval**

The District may withhold the final approval of a subdivision or a building permit until such time as the Permitted Works are completed to the satisfaction of the Director.

**8) 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.

**9) Permittee**

The Permittee:

- a) must give the Director at least two days advance notice before commencing 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 District's road, water, drainage, or sewer infrastructure by the Permittee's performing 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 District, 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 District 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.

**10) General Requirement**

- a) Any alterations, additions, or amendments to the Permitted Works or this permit requires the Permittee to make an application for a separate Permit to Perform Work Within a District Right-of-Way.
- b) The Director shall, at all times, have free and uninterrupted access to inspect all or parts of the Permitted Works and to ascertain the Permittee's compliance with the conditions of this permit.
- c) 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.
- d) Upon completion of the Permitted Works, any areas that may have been damaged or disturbed must be restored to their original condition.
- e) 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 District.
- f) Any damage to the District's infrastructure must be repaired in an expedient manner to the satisfaction of the Director.
- g) Dust, mud, soil, debris, or other foreign material tracked onto existing District 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 District may perform the task and shall recover all costs by deducting their costs from the security.
- h) 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.
- i) 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 District may install and maintain cold mix asphalt and shall recover all costs by deducting their costs from the security.

**11) Warranty**

The Permittee warrants the Permitted Works for a period of 18 months.