



## Application Form and Permit for work on or within Town Streets, Easements or Property in Port McNeill

APPLICANT DETAILS – MINIMUM 3 FULL BUSINESS DAYS NOTICE REQUIRED	
Contractor Company	
Name	
Title	
Civic Address	
City/Prov/Postal Code	
Main Contact Number	
Email Address	
Preferred Contact Method	
Applicant name (if different from contractor)	
Applicant phone (if different from contractor)	
DESCRIPTION OF WORK	
<i>Please fill out the sections applicable to the permit requested. Only complete applications will be accepted.</i>	
Location of proposed work:	
Description of proposed work:	
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Town of Port McNeill  
 Box 728  
 1775 Furney Place  
 Port McNeill, BC, V0N 2R0



TRAFFIC AND HIGHWAYS REGULATION Bylaw No. 319, 1989			
Date(s) of work		Time(s) of work	
From:	To:	From:	To:
ROAD AND SIDEWALK CLOSURE(S)			
Date(s) of work		Time(s) of work	
From:	To:	From:	To:
WATER SYSTEM SHUTDOWN			
Area affected by water shutdown			
List of hydrants which will be out of service			
Date(s) of work		Time(s) of work	
From:	To:		
_____	_____	_____	

The permittee shall submit proof of insurance with a minimum liability coverage of \$3,000,000 (three million dollars) naming the Town of Port McNeill as an additional insured party. The expiry date on the insurance shall be clearly stated.

Applicant's Signature

Date of Application

**PERMIT FEE: \$10.00**

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**For Department Use Only**

Plans Approved By:		Date:
Amount Deposited:		Receipt #:
Inspection Fee:		
Amount Refunded		Date:
Reason Permit Revoked:	By Whom:	Date Revoked:
As-builts Received:		
Final Inspection Approval:		
Date of Final Inspection:		

The application is hereby authorized to work on or within the Town Streets, Easements or Property at the location designated above; provided, however, all work is performed in accordance with:

- Schedule A – Town of Port McNeill Prime Contractor Agreement
- Schedule B – Conditions and Regulations

<b>Date Application Approved</b>	
<b>Permit Number</b>	
<b>Public Works Foreman</b>	



## Schedule A Town of Port McNeill Prime Contractor Agreement

1. The contractor shall, for the purposes of the *Workers Compensation Act*, and for the duration of the work of this Contract:
  - a) be the “Prime Contractor” for the “Work Site”, and
  - b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act, and its regulations, as required to ensure the health and safety of all persons at the “Work Site”.
2. The Contractor shall direct all subcontractors, sub-contractors, other contractors, employers, workers, and any other persons at the “work site” on safety related matters, to the extent required to fulfill its “Prime Contractor” responsibilities pursuant to the Act, regardless of:
  - a) whether or not any contractual relationship exists between the contractor and any of these entities, and
  - b) whether or not such entities have been specifically identified in this Contract.

As per the required of the *Workers Compensation Act*, Part 3, Division 3, Section 118(1-3) which states: Coordination of multiple-employer Workplaces.

### Section 118

- 1) In this section:
  - “**Multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time.
  - “**Prime contractor**” means, in relation to a multiple-employer workplace,
    - a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or
    - b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.
- 2) The prime contractor of a multiple-employer workplace must
  - a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- 3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

The contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

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- Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designated in accordance with the *Workers Compensation Act* and the B.C. Employment Standards Act while contracted by.

Name of Contractor: \_\_\_\_\_ on

Project Location: \_\_\_\_\_  
and will abide by all Workers Compensation Board Regulation requirements.

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

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

Signed: \_\_\_\_\_  
(Please print name of Contractor and sign)

Witness: \_\_\_\_\_  
(Please print name of Contractor's Agent and sign)

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



## Schedule B Restrictions and Conditions

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

1. **SATISFACTORY COMPLETION:** That the construction and maintenance of the said works is carried out to the satisfaction of the Public Works Foreman.
2. **NOTICE:** That before commencing with any work on a highway or Town property, notice in writing of the intention to do so must be given to the Public Works Foreman at least two (2) clear working days before the work is begun.
3. **INSPECTION:** (1) That any person or persons appointed by the Public Works Foreman to carry out inspections, shall have free access to all parts of any work for the purpose of inspecting the same. (2) The Public Works Foreman may make such inspections as are reasonably necessary in the enforcement of this bylaw and is empowered to provide a full-time inspector if the work to be performed is of a nature that a full time Inspector is necessary. All inspections costs shall be borne by the Permittee.
4. **RESPONSIBILITY:** That the person or persons for whom these works are being constructed, or by whom these works are maintained, shall, at all times, accept full responsibility for any accident that may occur or damage that may be done to any person or property whatsoever caused directly or indirectly by these works, **and shall save harmless and keep indemnified the Town of Port McNeill from all claims and demands whatsoever in respect to these works and such work.**
5. **APPLICATION:** The permission herein granted 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 lands upon which the works are constructed. Should the lands affected at any time be classified as an arterial or primary highway, this permission shall become void.
6. **WITHOUT PREJUDICE:** That the permission hereby granted to construct, use and maintain work is granted subject to and without prejudice, to the provisions of the Highway Act, or any other Acts governing Town lands and public works or their use by the public, and subject to and without prejudice to any Town of Port McNeill Bylaws.
7. **PROPERTY OF TOWN:** All works, surface or underground, carried out in, or through any Town of Port McNeill lands, except the works of any private or public utility company, shall, upon completion, become the property of the Town of Port McNeill and shall not be furthered added to, modified, destroyed, or removed without obtaining a further permit from the Town of Port McNeill.
8. **VALIDITY:** This permit is valid only for the specific works stated herein. Any alteration or addition must be covered by a separate permit.
9. **CANCELLATION:** A permit may be cancelled at the direction of the Public Works Foreman without recourse should the permittee fail to comply with all the terms of the permit.