

“TOWN OF SMITHERS HIGHWAY BYLAW NO. 846, 1988”  
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SCHEDULE “B”  
HIGHWAY USE PERMIT

PERMIT NO. \_\_\_\_\_ FOLIO NO. \_\_\_\_\_

APPLICANT’S NAME: \_\_\_\_\_

APPLICANT’S ADDRESS: \_\_\_\_\_

Permission pursuant to Section 4 of “Town of Smithers Highway Bylaw, No. 846, 1988” is hereby granted to the above named to undertake: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “Works”)

and such works are hereby approved insofar as they relate to the use of a secondary highway or part thereof requiring the permission of the Engineer in accordance with the “Town of Smithers Highway Bylaw, No. 846, 1988”.

The said approval and permission to construct, use and maintain the said works, is, however, at all times subject to the provisions of the Bylaw and to the conditions that:

1. any required plans and specifications have been approved by and deposited with the Engineer;
2. the construction and maintenance of the said works shall be carried out to the satisfaction of the Engineer;
3. before closing up any highway or interfering with any public works, notice in writing of intention to do so shall be given to the Engineer not less than seven (7) clear days before any work is begun;

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4. the Engineer and any person appointed by him for the purpose of inspecting the said works, shall have free and uninterrupted access to all parts of the works at all time;
  5. the construction of the said works shall be commenced on or before \_\_\_\_\_ and shall be proceeded with due diligence, to the satisfaction of the Engineer, and shall be completed on or before \_\_\_\_\_;
  6. the permission hereby granted to construct, use and maintain the said works is subject to all provisions of and without prejudice to “Town of Smithers Highway Bylaw, No. 846, 1988”;
  7. this permission shall be effective only during such time as the said works are used and maintained by the applicant to the entire satisfaction of the Engineer and shall be subject to cancellation without notice if the applicant shall fail to observe and comply with all terms and conditions thereof;
  8. this permit shall be valid only for the specific works and for that period of time stated herein;
  9. the Town will not be responsible for grade changes affecting boulevard crossings and accesses caused by the construction, reconstruction or repair of any Town Highway;
  10. while reasonable care will be taken by the Town not to damage any private works while carrying out the construction or maintenance of any public works in any highway, the Town will not be responsible for any damage to such private works, except to the extent that such damage results from the willful act or neglect of the Town or its employees.

This permit shall be effective on \_\_\_\_\_ and shall expire  
on \_\_\_\_\_.

I hereby agree to all the terms of “Town of Smithers Highway Bylaw, No. 846, 1988” and this permit. I agree to release, indemnify and save harmless the Town of Smithers from and against all claims, demands, losses, damages and lien claims of every kind arising out of or in any way connected with the work or the issuance of

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this permit, except to the extent that such claims, demands, losses, damages or lien claims result from the fault or negligence of the Town or its employees.

\_\_\_\_\_  
(Applicant’s Signature)

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c/s

Where a deposit has been made in accordance with this section, upon satisfactory compliance with the permit within the time specified therein, the deposit and any interest earned thereon will be refunded to the applicant.

ISSUED BY THE ENGINEER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Engineer

Security Deposit (\$ \_\_\_\_\_) Received, Receipt No. \_\_\_\_\_

Comments:

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