



Highway Use Permit Application Special Event

20399 Douglas Crescent
Langley BC V3A 4B6
604 514 2800 langleycity.ca

Highway and Traffic Regulation Bylaw, 2013, No. 2871
Applications and all documentation must be received 45 days before the event via email to: Engineering@langleycity.ca or in person at City Hall

Application date (mm/dd/yyyy)	Permit #	
Requested dates (mm/dd/yyyy) _____ to _____	Revised dates (mm/dd/yyyy) _____ to _____	

Note: Should a permit extension be required, contact the Engineering Division prior to permit expiry to prevent additional fees.

1 Applicant Information

Company name		
Company address	City	Postal code
Phone	Email	
Name of the Organizer		Phone

2 Insurance

Attach a copy of the certificate. The City of Langley must be named as additional insured on the policy for a minimum liability of \$3,000,000

Insurance received

3 Event Details

Request to make use of a highway right-of-way under the jurisdiction of the City of Langley as it relates to the:

Cyclathon Highway closure or obstruction Parade Race Walkathon Other

Event Name and Description	Event previously held in Langley City? <input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated total number of event participants, spectators, and staff	

4 Location

Attach a route map or indicate which roads, sidewalks, or parking lots you wish to use. Use the example below.

Road / Sidewalk <i>On Douglas Crescent</i>	From <i>204 St</i>	To <i>206 St</i>

5 Closure or Obstruction Details

During permit period, the highway/roadway(s) noted in item 4 above includes:

Partial Obstruction

Alternating two-way traffic
(attach traffic control plan) Yes No

Maintaining two-way traffic flow Yes No

Road Closure

Local traffic only Yes No

Full closure
(requires 2-week notification letter) Yes No

Traffic signal in event zone Yes* No
*Additional fees apply

Event start time

Event end time

Setup time

Clean-up completion time

Other conditions

Security deposit required \$ _____ Route inspection required (fees apply) Bylaw/RCMP required (fees apply)

Permit holder to provide:

Detour route signs Yes No Traffic management plan Yes No Private property consent Yes No

Letter to property owners Yes No Newspaper ad (local) Yes No Facility building consent Yes No

Certified Flag Person(s) Yes No

Note: The City of Langley and all emergency services reserve the right to access and/or service roads as required. **2**

6 Terms

1. Traffic control plan remitted shall be abide by and comply with the requirements of WorkSafeBC Industrial Health and Safety Regulations and the British Columbia Ministry of Transportation and Infrastructure Traffic Control Manual for Work on Roadways.
2. **Applicable laws.** The Permittee agrees that they have read and understood, and that they will comply with, all applicable federal, provincial and municipal laws, orders, standards, policies and guidelines including, but not limited to:
 - (a) *the Motor Vehicle Act, RSBC 1996, c 318;*
 - (b) *the Occupational Health and Safety Regulation, BC Reg 296/97 (Part 18- Traffic Control);*
 - (c) *the Transportation Act, SBC 2004, c 44;*
 - (d) *the Highway and Traffic Regulation Bylaw 2013 No. 2871; and*
 - (e) *the Noise Control Bylaw No. 2628.*
3. **Notice of Event.** At least three weeks prior to the event, the Permittee will provide written notice of the event to all residents and businesses affected by the event and will publish notification of the event in the local newspaper.
4. **Pre-Event Route/Location Inspection.** At least one week prior to the event, the Permittee will inspect the event route to ensure that it meets the needs of the organizing group for the purposes of the event. On the day of the event, the Permittee will inspect the event route to ensure that no changes have occurred that will affect the suitability of the event route for the event (e.g. the appearance of road hazards, weather conditions etc.). If after such inspection the event route is no longer suitable for the purposes of the event, the Permittee will cancel or reschedule the event.
5. **General.** The Permittee will:
 - (a) *not use any permanent markers (i.e. paint) on City right-of-ways;*
 - (b) *not delay vehicle traffic at intersections for more than one minute while pedestrian and/or bicycle traffic crosses intersections;*
 - (c) *ensure that event participants are spread throughout the event route; and*
 - (d) *clear the event route of any litter/debris left on the route as a result of the event.*
6. **City/Emergency Vehicles Access.** The Permittee agrees that City vehicles and emergency vehicles are permitted access and egress, at all times, to those portions of a City highway or right-of-way affected by this permit.
7. **Transfer of Loads.** The Permittee agrees that neither the Permittee nor its employees, agents or contractors will transfer loads on a City right-of-way without obtaining the prior written consent of the Director of Engineering, Parks and Environment or his authorized representative.
8. **WorkSafeBC.** The Permittee acknowledges and agrees that in respect of all matters pertaining to any work undertaken pursuant to this permit it will be the "employer" and the "prime contractor" within the meaning of the *Workers Compensation Act, RSBC 1996, c 492* and its associated regulations.
9. **Indemnity and Release.** The Permittee hereby releases and will indemnify and save harmless the City of Langley and all of its employees, agents, officers, elected officials and directors from and against all claims, demands, causes of action, suits, losses, damages and costs (including all actual legal and consultant costs), liabilities, expenses and judgments which the City incurs, suffers or is put to, arising out of or in any way related to the following:
 - (a) *the Permittee's breach of the terms and conditions of this permit, including for certainty, anything required to be done or maintained by the Permittee hereunder or anything not done or maintained by the Permittee as required hereunder, and*
 - (b) *a negligent act or omission or willful misconduct by the Permittee or any employee, agent or contractor of the Permittee,*unless such claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments arise directly or indirectly from the City of Langley's negligence. This term will survive the rescission, voiding or expiry of this permit.
10. **Insurance.** The Permittee will, at its own expense, provide and maintain insurance with insurers licensed in British Columbia which:
 - (a) *includes minimum liability coverage of \$3,000,000 per occurrence for bodily injury and/or property damage;*
 - (b) *names the City of Langley as an additional insured; and*
 - (c) *protects each insured in the same manner and to the same extent as though a separate policy had been issued to each.*The Permittee will provide the Director of Engineering, Parks and Environment or his authorized representative with:
 - (a) *proof of insurance which complies with this Section 10 at least 30 days prior to the event; and*
 - (b) *written notice of cancellation or material change to such insurance at least 30 days prior to such cancellation or material change.*
11. **Assignment of Permit.** The Permittee will not assign this permit without the prior written consent of the Director of Engineering Parks and Environment or his authorized representative.

6 Terms continued

12. **Extension of Permit.** If the Permittee wishes to apply for an extension of this permit, the Permittee will apply for such extension at least 24 hours prior to the expiration of this permit; and may be required to pay a permit extension fee.
13. **Rescission of Permit.** The Permittee acknowledges and agrees that the City may rescind this permit without compensation to the Permittee if the use of highways pursuant to this permit is found to be contrary to a municipal program or bylaw or will interfere with an approved works program. If the City intends to rescind this permit, it will give the Permittee 24 hours prior written notice of such rescission.
14. **Voiding of Permit.** The Permittee acknowledges and agrees that failure to comply with a term or condition of this permit shall automatically render this permit void.
15. **Severance.** If any term or condition of this permit is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid term or condition shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the terms and conditions in this permit.

Note: Permit not accepted unless signed by applicant.

7 Signatures

Applicant's signature

Print name

Date (mm/dd/yyyy)

PERMIT ISSUED BY

City of Langley Engineer's signature

Print name

Date (mm/dd/yyyy)

8 Checklist

Return completed and signed application with the following items to Engineering Services, City of Langley:

- Application fee
- Certificate of insurance
- Traffic Control Plan
- Completed Checklist Form
- Security Deposit (as required)

Distribution

- Recreation Supervisor
- RCMP
- Fire
- Operations / Bylaw
- CMBC (as required)
- Ambulance Services (as required)

Office use only	
Hwy Use Permit application	\$
Security Deposit	\$
Inspection/ Other charges	\$
Total	\$

Any personal information collected on this form will be managed in accordance with the Freedom of Information and Protection of Privacy Act. Direct enquiries, questions, or concerns regarding the collection, use, disclosure, or safeguarding of personal information associated with this form to: