

Excess Load Moving Permit ("Permit")

General Conditions

1. This Permit is issued under Section 110 of the Highway Traffic Act and is subject to these general conditions.
2. This Permit is issued on the condition that the Permit Holder accepts responsibility for any and all damages that may be caused to overhead wires, structures, roads, infrastructures, signs or railway rights-of-way.
3. The Permit Holder must obtain all the necessary approvals from relevant Provincial or Regional Road authorities for the subject move.
4. Any violations of this Permit and the conditions herein stated will result in the Permit being cancelled.
5. The requirements pertaining to any aspect of this Permit shall be to the satisfaction of the Commissioner of Transportation and Works, **otherwise the Permit will be cancelled.**
6. The Permit Holder shall ensure that any alterations to this Permit be approved by the Transportation and Works Department prior to such changes taking place.
7. This Permit shall accompany the vehicle for which this Permit has been issued. In the case of multi-vehicle moves, a copy of the Permit shall accompany each vehicle. The Permit and all attachments shall be produced upon request of a police officer or any authorized authority.
8. This Permit is issued pursuant to all relevant City By-Laws.
9. Notwithstanding any of the provisions of this Permit, the police or appropriate road authority may change or cancel this Permit and may cause the vehicle(s) and load to be removed from the roadway due to congestion or hazardous conditions being encountered as a result of the unit being on the road, and may require the operator to wait for an escort to continue the move.
10. The Permit Holder shall verify all structure clearance heights, on site, 48 hours prior to any move.
11. **This Permit is not valid at any time from one half hour after sunset, to one half hour before sunrise, or at any other time when, due to insufficient light, or unfavourable atmosphere conditions, persons and vehicles on the highway are not clearly discernable at a distance of 150 metres or less, or from Monday to Friday inclusive during the hours of 6:30 a.m. – 9:00 a.m., and 4:00 p.m. – 6:00 p.m.**
12. **Limited Liability and Release:** The Permit Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including its elected officials, officers, employees, agents, contractors and sub-contractors shall not be liable to the Permit Holder or to anyone for whom the Permit Holder may be in law responsible for, any loss of or damage to property, personal injury or death, or any other losses, action, claims, causes of action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or any of the Permit Holder's employees, agents, contractors or sub-contractors during or otherwise in relation to or in connection with the Permit Holder's activities relating to any matters under this Permit, negligent misrepresentation, or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, the condition or state of repair of the roadway and the breach of any of the provisions of this Permit by the City, including, but not limited to, any negligent act or omission of the City, its or their employees, agents, contractors or sub-contractors, which causes or contributes to any such injury, damage or loss.
13. **Indemnity:** The Permit Holder shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder using the roadways, or by anyone else permitted on the roadway by the Permit Holder or by anyone for whom in law the Permit Holder is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, by the activities of the Permit Holder, the condition or state of repair of the roadway and the breach of any of the provisions of this Permit by the City, including, but not limited to, any negligent act or omission of the City, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

12-Month Excess Load Moving Permit

14. The maximum dimensions and weight of vehicle plus load allowed under this Permit are as follows:
Width – 3.7 metres; Height – 4.5 metres; Length – 25 metres; Weight – as per Highway Traffic Act.
 - a. Vehicles and loads in excess of the width and/or length prescribed under Section 92 (109) of the Highway Traffic Act shall be marked with four or more flags, one as near as practicable to each corner of the vehicle or load. The flag shall be bright red or orange in colour, and shall be not less than 400 mm square. Where a vehicle or load is wider at any point or points on either side than at the corner, it shall, where practicable, be so marked with such a flag at the nearest point on each side.
 - b. Vehicles and loads in excess of the length prescribed under section 92 (109) of the Highway Traffic Act shall, in addition to the flags, display on the rear, in a clearly visible position, a sign bearing the words, "Long Load" in black letters at least 200 mm high, with lines forming the letters at least 30 mm wide on a yellow retro-reflective background, or an approved M.T.O. "D" sign. This sign is to be removed or covered when not in use.

I, THE PERMIT HOLDER, attest that the information in this permit is true to the best of my knowledge and that I have read, understood and accepted the EXCESS LOAD MOVING PERMIT GENERAL CONDITIONS which form part of this permit. I, THE PERMIT HOLDER, hereby agree that I will be responsible for any damages incurred under this permit.

PERMIT HOLDER'S SIGNATURE

DATE

NAME (please print)

August 2011