

SCHEDULE "C"

OVERWEIGHT OR OVERSIZE VEHICLE PERMITS

1. An **overweight or oversize vehicle permit** may be issued by the City Engineer, as outlined in section 3.3.2 of the Bylaw

BL9695 amended Section 2:

2. An **overweight or oversized vehicle permit** is valid only for the trip(s) or movement and specific load, which shall be indicated on the permit application.
3. Any object, load, or other thing being moved pursuant to an **overweight or oversize vehicle permit** shall be moved only by means of the **vehicle** and equipment of the type specified on the permit, which shall be suitable to the undertaking such that it may be performed safely.
4. An **overweight or oversize vehicle permit** shall require that the **vehicle** be marked as follows:
 - (a) Red flags during daylight hours, and illuminated clearance lights, in accordance with section 5 of this schedule, during sunset and sunrise, shall be conspicuously displayed at the extreme rear and extreme width of the **vehicle**;
 - (b) Notwithstanding subsection 4(a) of this schedule, at any time when the atmospheric conditions are such that objects on the **highway** are not plainly visible at a distance of at least 100 metres, illuminated clearance lights, in accordance with section 5 of this schedule, shall be conspicuously displayed at the extreme rear and extreme width of the **vehicle** regardless of the time of day;

BL9695 amended sub-section 4:

- (c) Where the overall width of the **vehicle**, or the load being carried, is more than 3.5 metres, the **vehicle** shall be preceded and followed by warning **vehicles** bearing red flagging and conspicuous signs reading "Wide Load Following" on the preceding **vehicle** and "Wide Load Ahead" on the following **vehicle**. Such wide loads shall be moved only at times stated on the **permit**.
5. Clearance lights, as required, shall meet the following conditions:
 - (a) Two (2) amber lights shall be located on the front of the **vehicle**, one at each extreme width of the **vehicle** or the load (whichever is widest), and as near to the top of the widest point as is practical;
 - (b) Two (2) red lights shall be located on the rear of the **vehicle**, one at each extreme width of the **vehicle** or the load (whichever is widest), and as near to the top of the widest point as is practical;
 - (c) In the case of a **vehicle** where it is impractical to have the clearance lights mounted in the locations described in subsections 5(a) and (b) of this schedule, then the clearance lights may be mounted at the end of a bar or pipe which is securely attached to the top of the front or rear of the cab of the **vehicle** in such a manner that the extreme width of the **vehicle** and/or the load is plainly indicated from the front and rear of the **vehicle**;

- (d) In the case of **semi-trailers** or any combination of **vehicles** which exceed 10.5 metres in length, then in addition to the requirements outlined in subsections 5(a) to (c) of this schedule, an illuminated red lateral light shall be located as near to the centre as possible of the left side of the **vehicle** and in such a position as to make it clearly visible from any **vehicle** approaching from the left;
 - (e) All clearance lights, and any lateral light if applicable, shall be controlled from a circuit that is separate from the head and tail light circuit of the **vehicle**;
 - (f) All clearance lights shall be such and placed so that they shall be visible from a distance of at least 100 metres;
6. Before commencing the trip or movement specified by the **overweight or oversize vehicle permit**, the Permittee shall ascertain whether the dimensions of the object or load are such as would collide with any guidepost, railing, underpass, bridge structure, utility wire or pole, road or other improvement or thing along the **highway** by which he might have to pass. Where there is a possibility that any such collision might occur, the Permittee shall not undertake the trip or movement without prior express consent of the owner of the guidepost, railing, underpass, bridge structure, utility wire or pole, road or other improvement or thing.
 7. In any event, the Permittee shall undertake the trip or movement specified by the permit entirely at his own risk and shall accept full responsibility for any damage caused as a result of the undertaking to any guidepost, railing, underpass, bridge structure, utility wire or pole, road or other improvement or thing.
 8. Where necessary to address safety concerns, an **overweight or oversize vehicle permit** may further require limitations on the time, duration, or route of the trip or movement being permitted, or on the speed, stopping, or gear changing of the permitted **vehicle**, and may describe **traffic** control restrictions or responsibilities so as to temporarily limit or restrict other **traffic**.
 9. Where the axle loads of any proposed loading arrangement cannot be easily calculated or are in doubt, it will be the applicant's responsibility to establish adequate proof of the accurate axle loadings. Any expenses so incurred will be borne by the applicant.
 10. Where an **overweight or oversize vehicle permit** has been issued to an unlicensed vehicle, the Permittee shall procure and maintain at its own expense and cost comprehensive general liability insurance to an inclusive limit no less than \$2,000,000.00 inclusive for each occurrence or accident. The Permittee agrees to submit a Certificate of Insurance (Schedule C-1 as attached hereto) as evidence of the foregoing insurance.

11. Hold Harmless/Indemnification The Permittee shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees,

The Permittee shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this permit, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

