

## **Region of Waterloo Oversize Load Permit and Superload Permit Terms and Conditions**

### **Conditions for Oversize Load Approval**

1. The Oversize Load Permit can be used for multiple trips as long as the vehicle, load or any combination thereof does not exceed the Oversize Load maximum dimensions (i.e. Superload Permit required).
2. Prior to issuing a permit, the applicant must perform a route survey, and ensure that they have not identified any constraints which would invalidate the proposed route.
3. The applicant is responsible to arrange for any escort(s) and any additional police escort(s) as deemed necessary through the Highway Traffic Act. This may require further contact, by the applicant, with Waterloo Regional Police Services.
4. Provide valid certificate of insurance with a minimum of \$ 2 million automobile liability insurance and \$ 5 million general liability insurance and also listing the Regional Municipality of Waterloo (the "Region"), The Corporation of the City of Cambridge, The Corporation of the City of Kitchener, The Corporation of the City of Waterloo, The Corporation of the Township of North Dumfries, The Corporation of the Township of Wellesley, The Corporation of the Township of Wilmot and The Corporation of the Township of Woolwich (collectively the "Area Municipalities"), as additional insured for the duration of Permit exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and a loss of or damage to property. Such policy shall protect the Region and Area Municipalities against all claims for all damages or injury including death to any person or persons and for damage to any property of the Region, Area Municipalities or any other public or private property during the time the applicant is moving along or across any Region or Area Municipalities owned road.
5. Such insurance shall be extended to include but not limited to, the following endorsements: Blanket Contractual Liability and Cross Liability with a Severability of Interests Clause. Such insurance shall state that coverage will not be suspended, voided or cancelled, except after (30) days prior written notice by mail to the Region. Region's Standard Certificate of Insurance must be used. It shall be the sole responsibility of the Applicant and/or their Insurance Broker/Insurer to determine what insurance coverage is necessary and advisable for its own protection and/or to fulfill its obligations under this Permit.

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6. All trips, multiple or repeated trips shall not exceed the end date of any line of coverage on the Region's Standard Certificate of Insurance Template and shall not exceed one (1) year (item 1, 2, 3 or 4 of the Region's Standard Certificate of Insurance Template).
7. The applicant must ensure that the vehicle is equipped with all relevant safety and identification materials as outlined in the Highway Traffic Act.
8. Approved permit holders shall avoid moving in heavy traffic periods.
9. The issuance of a permit to move an oversize load in no way relieves the applicant of the responsibility to obtain the necessary Provincial, or area municipal licenses or permits.
10. The Region and Area Municipalities will accept no liability or responsibility whatsoever for the applicants activities as specified in its application and as approved in this Oversize Load Permit, including without limitation for the moving of oversize loads. In the event of excessive equipment breakdown of the applicant, the Region and/or applicable Area Municipalities may elect, at the applicants expense, to engage whatever equipment the Region and/or applicable Area Municipalities deems necessary to move the applicant's equipment and load from the right of way and the applicant shall reimburse the Region and/or applicable Area Municipalities forthwith once being provided with an invoice from the Region and/or applicable Area Municipalities, with the Region and/or applicable Area Municipalities acting reasonably.
11. The applicant shall at all times, and at its own cost, expense and risk, indemnify, defend and hold harmless the Region and applicable Area Municipalities, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable in respect of applicable operations as specified in its application and as approved in this Oversize Load Permit, its agents, employees and sub-consultants on behalf of the Region and/or applicable Area Municipalities,

provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the applicant, its agents, employees or sub-consultants.

12. Any permit may be revoked at any time without notice by the Region, or for violation of the permit conditions without any liability whatsoever to the Region and/or applicable Area Municipalities for such revocation.
13. All route identification, including but not limited to, route surveys, clearances, construction, constraints and the temporary removal, raise and relocation of any structure is the sole responsibility, including cost, of the applicant. The applicant agrees that the Region and Area Municipalities do not assume any liability by accepting the route presented by the Applicant.
14. No vehicle requiring a permit under this policy is permitted to use the right of way that is shared with or crossing over the Region's ION Rapid Transit subject to obtaining an approved Superload Permit. All conditions as per the Superload Permit shall apply.
15. The minimum processing time for an Oversize Load Permit is 10 business days.
16. It is the applicant's responsibility to ensure that the information provided is accurately reflected for the vehicle, load or any combination thereof applied for and that they are accurately reflected in the appropriate permit applied for.
17. In no way is the Region or any Area Municipalities responsible for any inaccurate information submitted by the applicant.
18. An approved Oversize Load Permit must remain within the vehicle at all times and the driver of that vehicle, including the applicant, understands and conforms to the Terms and Conditions herein.
19. For any approved Oversize Load Permit the driver of that vehicle, including the applicant, has read and understood any and all half-load restrictions that may apply to any roads within the Region of Waterloo. For half-load restrictions please follow up with the appropriate Area Municipalities for travel within the Region of Waterloo.
20. The applicant understands that the Region reserves the right to impose other conditions, as the Region deems necessary. Other conditions that the Region reserves the right to impose may include but not limited to, include:
  - Time, day and date restrictions;

- Route restrictions;
  - Pre-move route survey and reporting requirements (with or without a private pole car);
  - Engineering reviews;
  - Traffic management plans;
  - Contingency plan for stops or breakdowns;
  - Private pole car escort vehicles to accompany the load;
  - Private escort vehicle(s) to accompany the load;
  - Police escort vehicle(s) to accompany the load;
  - Proof of notification /coordination with impacted utilities along a route (e.g. aerial infrastructure owners);
  - Additional insurance requirements; and
  - Other restrictions as the Region deems necessary, alone, or in consultation with stakeholders (e.g. Area Municipalities, Waterloo Regional Police Services).
21. The applicant shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, and by-laws in respect of the operations as specified in its application and as approved in this Oversize Load Permit and shall furnish proof of such compliance as required by the Region and/or Area Municipalities from time to time.

## Conditions for Superload Approval

1. The Superload Permit will only be issued on a single-trip basis. As long as the vehicle, load or any combination thereof does not change in any way, the Region can consider approving multiple trips.
2. The applicant must obtain a professional pavement/structural engineer or engineering firm, licenced in Ontario, to prepare a route survey (Traffic Management Plan) and if applicable structural survey for vehicle, load or any combination thereof exceeding 119,999 kg in weight. It is the applicant responsibility to ensure the firm is adequately insured for doing such work. The report shall list all roads to be traveled, all signalized intersections along the route, show that all clearances are satisfactory (ex. signal heads, hydro), any bridges and culverts along the route. In addition, the engineering report must include vehicle configuration and details with regards to the proposed load and indicate that no constraints have been identified which would invalidate the proposed route. This must include, but not limited to, an assessment of turning movement constraints due to intersection geometry, an impasse due to overhead infrastructure and any damage to infrastructure that is likely to occur when the load is transported. The plan must indicate any arrangements to temporarily remove, raise, or relocate any identified constraints as part of the trip planning. The Traffic Management Plan must also include a contingency plan should the route be impassable during the time of travel. The report must be submitted to the Region for review and approval in writing. The Region may share such information with the Area Municipalities or the Region's ION Rapid Transit if required.
3. Provide valid certificate of insurance with a minimum of \$ 2 million automobile liability insurance and \$ 5 million general liability insurance and also listing the Regional Municipality of Waterloo (the "Region"), The Corporation of the City of Cambridge, The Corporation of the City of Kitchener, The Corporation of the City of Waterloo, The Corporation of the Township of North Dumfries, The Corporation of the Township of Wellesley, The Corporation of the Township of Wilmot and The Corporation of the Township of Woolwich (collectively the "Area Municipalities"), as additional insured for the duration of Permit exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and a loss of or damage to property. Such policy shall protect the Region and Area Municipalities against all claims for all damages or injury including death to any person or persons and for damage to any property of the Region, Area Municipalities or any other public or private property during the time the applicant is moving along or across any Region or Area Municipalities owned road.

4. Such insurance shall be extended to include but not limited to, the following endorsements: Blanket Contractual Liability and Cross Liability with a Severability of Interests Clause. Such insurance shall state that coverage will not be suspended, voided or cancelled, except after (30) days prior written notice by mail to the Region. Region's Standard Certificate of Insurance must be used. It shall be the sole responsibility of the Applicant and/or their Insurance Broker/Insurer to determine what insurance coverage is necessary and advisable for its own protection and/or to fulfill its obligations under this Permit.
5. Any trip shall not exceed the end date of any line of coverage on the Region's Standard Certificate of Insurance Template (item 1, 2, 3 or 4 of the Region's Standard Certificate of Insurance Template).
6. The applicant is responsible to arrange for any escort(s) and any additional police escort(s) as deemed necessary through the Highway Traffic Act. This may require further contact, by the applicant, with Waterloo Regional Police Services.
7. The applicant must ensure that the vehicle is equipped with all relevant safety and identification materials as outlined in the Highway Traffic Act.
8. Approved permit holders shall avoid moving in heavy traffic periods.
9. The issuance of a permit to move a Superload in no way relieves the applicant of the responsibility to obtain the necessary Provincial, or area municipal licenses or permits.
10. The Region and Area Municipalities will accept no liability or responsibility whatsoever for the applicants activities as specified in its application and as approved in this Superload Permit, including without limitation for the moving of superloads. In the event of excessive equipment breakdown of the applicant, the Region and/or applicable Area Municipalities may elect, at the applicants expense, to engage whatever equipment the Region and/or applicable Area Municipalities deems necessary to move the applicant's equipment and load from the right of way and the applicant shall reimburse the Region and/or applicable Area Municipalities forthwith once being provided with an invoice from the Region and/or applicable Area Municipalities, with the Region and/or applicable Area Municipalities acting reasonably.
11. The applicant shall at all times, and at its own cost, expense and risk, indemnify, defend and hold harmless the Region and applicable Area Municipalities, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses,

damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable in respect of applicable operations as specified in its application and as approved in this Superload Permit, its agents, employees and sub-consultants on behalf of the Region and/or applicable Area Municipalities, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the applicant, its agents, employees or sub-consultants.

12. Any permit may be revoked at any time without notice by the Region, or for violation of the permit conditions without any liability whatsoever to the Region and/or applicable Area Municipalities for such revocation.
13. All route identification, including but not limited to, route surveys, clearances, construction, constraints and the temporary removal, raise and relocation of any structure is the sole responsibility, including cost, of the applicant. The applicant agrees that the Region and Area Municipalities do not assume any liability by accepting the route presented by the Applicant.
14. The minimum processing time for a Superload Permit is 20 business days. This applies when the permit application and all supporting documentation has been received by the Region.
15. It is the applicant's responsibility to ensure that the information provided is accurately reflected for the vehicle, load or any combination thereof applied for and that they are accurately reflected in the appropriate permit applied for.
16. In no way is the Region or any Area Municipalities responsible for any inaccurate information submitted by the applicant.

17. An approved Superload Permit must remain within the vehicle at all times and the driver of that vehicle, including the applicant, understands and conforms to the Terms and Conditions herein.
18. For any approved Superload Permit the driver of that vehicle, including the applicant, has read and understood any and all half-load restrictions that may apply to any roads within the Region of Waterloo. For half-load restrictions please follow up with the appropriate Area Municipalities for travel within the Region of Waterloo.
19. The applicant understands that the Region reserves the right to impose other conditions, as the Region deems necessary. Other conditions that the Region reserves the right to impose may include but not limited to, include:
  - Time, day and date restrictions;
  - Route restrictions;
  - Pre-move route survey and reporting requirements (with or without a private pole car);
  - Engineering reviews;
  - Traffic management plans;
  - Contingency plan for stops or breakdowns;
  - Private pole car escort vehicles to accompany the load;
  - Private escort vehicle(s) to accompany the load;
  - Police escort vehicle(s) to accompany the load;
  - Proof of notification /coordination with impacted utilities along a route (e.g. aerial infrastructure owners);
  - Additional insurance requirements; and
  - Other restrictions as the Region deems necessary, alone, or in consultation with stakeholders (e.g. Area Municipalities, Waterloo Regional Police Services).
20. The applicant shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, and by-laws in respect of the operations as specified in its application and as approved in this Superload Permit and shall furnish proof of such compliance as required by the Region and/or Area Municipalities from time to time.

Note: Effective July 1, 2018, Ontario Regulation 215/18 extends the authority of non-police escorts to Superload Permits issued by municipalities where Superloads are transported on municipal roads.

The Region allows organizations to deliver the Certified Superload Escort Program. Please refer to the Ministry of Transportation for further details if necessary.