

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON
TRAFFIC AND ROADS BY-LAW
SCHEDULE "H" OF BY-LAW NO. 2013-24

REQUEST TO USE MUNICIPAL INFRASTRUCTURE FOR COMMERCIAL/HEAVY TRAFFIC OPERATIONS
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Company Name:		
Company Address:		
Tel. No.	Alternate No.	Fax No.
Contact Person:		

Location of Work to be performed (be specific): _____

Road Name: _____ Bridge Crossing Location: _____
Bridge Load Limit: _____ Number of Culvert Crossings: _____

Date of work Commenced: From _____ to _____
Equipment Used for Operations: _____

Contact Person on Site: _____ Phone No: _____
Traffic Protection to be in Place: _____
Traffic Protection Set-Up by Competent Person: _____
Anticipated Maximum Load Carried: _____



CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

LETTER OF ACKNOWLEDGMENT

I _____ of _____ am requesting
(NAME) (COMPANY)

the use of the above mentioned municipal infrastructure for commercial vehicle/heavy traffic purposes. I understand that the Township of Black River-Matheson must be informed of any changes in writing and must approve all work performed. The information provided in this document is correct and will be updated from time to time throughout the commercial vehicle/heavy traffic operation. I understand that I am responsible to maintain the road to a level satisfactory to the Director of Works and Operations. This level of maintenance will be the road condition prior to the commencement of work or better. I must follow all road and bridge limit restrictions put in place by the Municipality and must complete all orders from the Director of Works and Operations within 24 hours of the order being issued in order to maintain safe highway conditions. I must provide and install road signs to notify local traffic of any relative hazards i.e. truck turning, men working, etc. and must have these signs and locations approved by the Director of Works and Operations. _____

(COMPANY)

will be responsible for any damage to municipal infrastructure. Failure to maintain the infrastructure will result in the Municipality billing to _____ for the costs incurred. I've

(COMPANY)

attached proof of liability insurance for Township files.

Signature/Position

Date

Work area reviewed by: _____

Signature/Position

for the Township of Black River- Matheson.



AGREEMENT made in duplicate this _____ day of _____, 20_____.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

Hereinafter called "The Township"

Of the First Part

-and-

Hereinafter called the "Permittee"

Of the Second Part

WHEREAS the Township is the owner of lands comprising of road allowances located within its boundaries in the District of Cochrane in the Province of Ontario.

AND WHEREAS the Township has given the Permittee the right to cross and/or travel upon certain road allowances as shown on the attached Schedule "A" for the purpose of commercial vehicle/heavy traffic operations.

IN CONSIDERATION OF the provisions contained in this Agreement, the parties agree as follows:

1. PERMIT

Subject to the terms and conditions of this permit and By-law No. 2013-24, the Township hereby grants a permit to the Permittee to:

- a) Cross and/or travel upon the Townships road allowance and subject to additional conditions shown on Schedule "A" attached to and forming part of this agreement.

2. TERM

The term of this Agreement shall be for a period commencing on the _____ day of _____, 20_____ and terminating on the _____ day of _____, 20_____, subject to the provisions for termination hereinafter contained.

3. OBLIGATION OF PERMITEE

- a) All work of opening and replacing fences or placing and removing culverts and fence gates or placing and removing traffic signs and crossing signs or advanced warning signs, as

required, and all work in connection with the repair and maintenance of such things, shall be performed and paid for by the Permittee.

- b) All employees or contractors of the Permittee entering upon the lands of the Township for the purposes of construction, inspection, maintenance, repair or use to the works of the Permittee, or the said road allowances herein contemplated, shall assume all risk of and the Township shall not be liable for any injury, loss or damage to any such employees or contractors while on the lands of the Township unless such injury, loss or damage was caused by the negligence of the Township employees or contractors; and the Permittee hereby undertakes to indemnify and hold the Township harmless against any claims, cost, awards, suits or judgments arising out of such injury, loss of damage not caused by the negligence of the Township employees or contractors.
- c) The Permittee shall make full and complete compensation for any damage caused to the Township's physical property or that of any other user of Township's property by the Permittee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for damage attributable to the equipment owned or operated by the Permittee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- d) The Permittee shall make full and complete compensation for any bodily injury or death to any person caused by the Permittee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the Permittee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- e) The Permittee agrees to indemnify and save the Township harmless from and against any and all claims, actions, damages, costs and expense (including legal expenses) which arise by reason of the exercise of the rights and privileges granted herein by the Permittee or the users of the said road allowances or as a result of any breach of the terms of this Agreement by the Permittee or by any act or omission of the Permittee or those for whom the Permittee is at law responsible, including all legal costs and expenses reasonably incurred by the Township in connection with the defence or settlement of any such claim.
- f) The Permittee shall waive against the Township, its officers, employees, agents, or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement and for any injury to or death of any person or for any loss of or damage to any property belonging to the Permittee or its employees, servants, agents, invitees, Permittee's, contractors or visitors unless caused by the negligent act or omission of the Township , its servants, employees, officers, agents, contractors or those for whom it is in law responsible.
- g) The Permittee hereby acknowledges having personally inspected as to and having full

notice and knowledge of the position, condition and location of the said road allowances and of the general condition of the same and to have considered all the same in the light of possible loss, cost or damage arising therefrom due to apparent risk or the risks involved in any changed weather conditions.

- h) The Permittee agrees that any non-related/non-owned vehicles of the Permittee shall have the right to travel upon any of the said road allowances as set out in this Agreement.
- i) The Permittee further agrees that if any of the said road allowances or land become necessary for further usage by any forestry or any other development company that the company shall have the rights, or the usage thereof, as this would create employment and benefit the whole of the Township of Black River-Matheson.
- j) The safety of the public is the most important factor. Therefore, the Permittee agrees to immediately, on an on-going basis, repair damages to municipal highways caused by the activities of the Permittee, and/or its employees, servants, agents, invitees, Permittee's, contractors or visitors, to the satisfaction of the Director of Works and Operations or designate. If the Director of Works and Operations or designate is not satisfied with the methods and/or extent of the Permittee's repairs, the municipality shall perform the necessary repairs at the Permittee's cost. In the event that the municipality is not reimbursed for the said repairs, the Permittee's privileges granted by this agreement shall be immediately revoked.
- k) It is solely the responsibility of the Permittee to ensure that all of the conditions of the Highway Traffic Act, as amended, have been met including adherence to any and all load limit restrictions.

4. INSURANCE

The Permittee shall maintain public liability and property damage insurance; such policies shall be written on a comprehensive basis with inclusive rights of not less than \$5,000,000.00 or such higher limits and including such additional terms and coverage as the Township acting reasonably may require and shall include the Township as a third party named insured. Such insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against the Township.

5. TERMINATION

If the Permittee is in default or breach in respect of any condition of provision of this Agreement or By-law No. 2013-24, the Township may immediately terminate the Agreement forthwith by written and/or verbal notice.

6. ASSIGNMENT

The rights contained in this Agreement or By-law No. 2013-24 may not be transferred, assigned or disposed of in any manner whatsoever without the Township's prior written consent.

7. RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any

third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of Township and Permittee as described in this Agreement.

8. NOTICE

Any notice required by this permit Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered, telefaxed or sent by prepaid registered post addressed to:

Director of Works and Operations
Township of Black River-Matheson
P.O. Box 601, 429 Park Lane
Matheson, Ontario
POK 1N0

9. SUCCESSORS

Subject to Paragraph 6, this permit Agreement and the covenants, provisions and obligations contained herein shall enure to the benefit of and be binding upon the Permittee, its heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED in the presence of:

WITNESS

PERMITEE
I have the authority to bind the company

**THE CORPORATION OF THE TOWNSHIP
OF BLACK RIVER-MATHESON**

DIRECTOR OF WORKS & OPERATIONS

CLERK-TREASURER



Schedule "A"

Township of Black River-Matheson and _____

Agreement

Permission is hereby granted to:

For the purpose of commercial vehicle/heavy traffic operations
(See attached map)

Additional Conditions

- a) The Permittee may operate vehicles.
- b) Operations are only permitted between the hours of _____ each day, excluding weekends and holidays.
- c) This Agreement will expire on _____, 20__ at 11:59 p.m.
- d) Should any infringement to this permit occur, it is automatically cancelled.
- e) The Permittee is required to provide the Municipality with a list of commercial motor vehicles involved in this operation prior to commencing.
- f) Commercial vehicle/heavy traffic operations on weekends and holidays are not permitted during the term of this agreement unless authorization is hereby granted by the Director of Works and Operations as shown on the attached Schedule "B".
- g) The Director of Works and Operations shall be notified in advance of the dates requested by submitting an application, as set out in Schedule "B" and must be completed and returned to the Director of Works and Operations at least 48 hours in advance of operations.

I have read and understand the additional conditions.

Permittee

I have the authority to bind the company



Schedule "B"

CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON

Special permission is hereby granted to:

To carry out commercial vehicle/heavy traffic operations during weekends and/or holidays.

Operations are permitted for the period commencing, dates inclusive

_____ between the hours of
_____ inclusive.

Director of Works and Operations

Date