

THE CORPORATION OF THE TOWN OF COCHRANE

BY-LAW NUMBER 1478-2021

BEING A BY-LAW TO IDENTIFY TRUCK ROUTES  
AND TO RESTRICT HEAVY TRUCKS ON NON-TRUCK  
ROUTES WITHIN THE TOWN OF COCHRANE.

**WHEREAS** Section 10 (2) subsection 7 of the Municipal Act, 2001, c. 25, as amended, (the Act) provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

**WHEREAS** Section 27 (1) of the Act authorizes municipalities to pass by-laws in respect of a highway under its jurisdiction;

**WHEREAS** Section 429 (1) of the Act authorizes a municipality to establish a system of fines for offences under a by-law of the municipality;

**AND WHEREAS** Section 122 (7) of the Highway Traffic Act, R.S.O 1990, c.H.8, as amended, provides that the municipality or other authority having jurisdiction over a highway may by by-law designate the date on which a reduced load period shall start or end and the highway or portion thereof under its jurisdiction to which the designation applies,

**NOW THEREFORE the Council of The Corporation of the Town of Cochrane enacts as follows:**

**PART I – SHORT TITLE**

This by-law may be cited as the Heavy Truck By-law.

**PART II – DEFINITIONS:**

1. In this by-law,

**“Agricultural Purposes”** means land where animals or birds are kept for grazing, breeding, raising, boarding, training, or for the tillage of soil rowing, harvesting of vegetables, fruits, field crops or landscaping materials;

**“Applicant”** means the Person applying for a Heavy Truck Access Permit, a Reduced Load Limit Permit, or an Excess Load Permit.

**“Application”** means the form to be filled out by a Person requesting an exemption for Heavy Truck Route (Appendix ‘A’), Reduced Load Limit (Appendix ‘B’), and/or Excess Load (Appendix ‘C’).

**“Director”** means Director of Infrastructure Services or any employee or agent of the Corporation designated by the said Director of Infrastructure Services to act on their behalf;

**"Commercial Motor Vehicle"** means a motor vehicle having permanently attached thereto a truck or delivery body, and includes ambulances, hearses, casket wagons, fire apparatus, motor buses and tractors used for hauling purposes on the highways;

**“Corporation” or “Town”** means the Corporation of the Town of Cochrane;

**"Council"** means the Council of the Corporation of the Town of Cochrane;

**“Excess Load”** means a Heavy Truck in excess of the dimensional limits set out in section 109 of the Highway Traffic Act or the weight limits set out in Part VIII of the Highway Traffic Act;

**“Goods”** means tangible item(s) that have been sold to a customer. For the purposes of this by-law, natural resource extraction shall not be defined as a good;

**"Heavy Truck(s)" or “Heavy Vehicle(s)”** means:

- i. any commercial motor vehicle which has a registered gross vehicle weight exceeding 4.5 tonne (4,500 kilograms) according to the current permit or vehicle registration which has been issued under the Highway Traffic Act, or its foreign equivalent for such vehicle, regardless of the actual weight of such vehicles; or
- ii. a trailer that has a manufacturer’s gross weight rating exceeding 1,360 kilograms, regardless of the actual weight of such trailer, but does not include a vehicle operated by or on behalf of the Corporation or a school bus;

**“Highway”** means a common and public highway and includes one or both of the following:

- i. any street, road, avenue, parkway, lane, driveway, boulevard, sidewalk, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles or persons; or
- ii. the area between the lateral property lines of any highway or road allowance including any curbs, gutters, boulevards, culverts, ditches and retaining wall;

**"Motor Vehicle"** includes an automobile, motorcycle, motor assisted bicycle unless otherwise indicated in this by-law, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road building machine within the meaning of the Highway Traffic Act;

**"Municipal Law Enforcement Officer"** means a person or persons duly appointed, pursuant to the Police Services Act, by Council;

**"Municipality"** means the municipality of the Town of Cochrane;

**“Non-Truck Route”** means any Highway or part thereof within the Town not set forth in Schedule A of this by-law and further not signed as a Truck Route;

**“Officer”** means a Municipal Law Enforcement Officer duly appointed by Council, and includes any police officer appointed pursuant to the Police Services Act and any enforcement officer for the Ministry of Transportation;

**“Oversized” or “Overweight”** means **Excess Load**;

**"Person"** includes any individual, driver, vehicle operator, firm, partnership, association, corporation, company or organization of any kind;

**“Permit”** means a permit issued under any by-law of the Town of Cochrane which grants a privilege to the “Permit Holder” thereof legally binding arrangement between the Town and an Applicant in accordance with this by-law using the Heavy Truck Access Permit (Appendix ‘A’), the Reduced Load Limit Permit (Appendix ‘B’), and/or the Excess Load Permit (Appendix ‘C’);

**“Permit Fee(s)”** means the fee to submit an application in accordance with the User Fees and Service Charges By-Law.

**“Permit Holder”** means the person to whom a permit is issued;

**“Reduced Load Limit”** means and refers to a Heavy Truck restricted to a limit of a maximum weight of five (5) tonnes per axle for any vehicle traveling on the said Highways during the Reduced Load Period in any year;

**“Reduced Load Period”** means the period between March 1st to June 15<sup>th</sup> inclusive in any year unless this period is otherwise extended by the Director;

**“Natural Resource”** means trees, minerals, and aggregates in the natural environment within the Town of Cochrane;

**"Road Allowance"** means all allowances for roads, except in so far as they have been stopped up according to law, made by the Crown surveyors, all Highways laid out or established under the authority of any statute, all roads on which public money has been expended for opening them or on which statute labour has been usually performed, all roads dedicated by the owner of the land to public use, and all alterations and deviations of and all bridges over any such allowance for Highway or road;

**“Security”** means a financial commitment from a Permit Holder as a guarantee against any and all damages to a Town Right-of-Way, including clean up of any debris;

**“Services”** means any duty or labour performed for another person. For the purposes of this by-law, natural resource extraction shall not be defined as a service;

**"School Bus"** means a chrome yellow bus that is used for the transportation of students from home to school, school to home, or school sponsored events;

**“Truck Route”** means a Highway identified in Schedule A of this by-law;

**“Water Hauler”** means vehicles transporting potable water in a water tank fixed to a truck.

### **PART III – HEAVY VEHICLES**

#### **2. Heavy Truck Routes**

- a. No Person shall operate or permit the operation of a Heavy Truck except on a Truck Route, unless otherwise exempt or provided for in this by-law.
- b. The Director is hereby authorized to cause the Highways listed in Schedule A attached hereto with signs identifying the Highways as Truck Routes.

#### **3. Reduced Load Limit**

- a. The Highways set out in Schedule B to this by-law are restricted to a Reduced Load Limit during the Reduced Load Period.
- b. The Director is hereby authorized to erect such signage as is required to properly designate and identify the Highways listed in Schedule B of this by-law as having Reduced Load Limits during the Reduced Load Period.
- c. No Person shall operate or permit the operation of a vehicle on a Highway that does not comply with the Reduced Load Limit during the Reduced Load Period.

#### **4. Oversized and Overweight Loads**

- a. No Person shall operate or permit the operation of a Heavy Truck, in excess of the dimensional limits set out in section 109 of the Highway Traffic Act or the weight limits set out in Part VIII of the Highway Traffic Act, on any Highway in the Municipality unless otherwise exempt or provided for in this by-law.
- b. A Permit may be issued to permit the movement, under Section 110 of the Highway Traffic Act, of:
  - i. a load, object or structure that cannot reasonably be divided and moved within those limits;
  - ii. a vehicle that cannot reasonably be divided and moved within those limits and that is not itself carrying a load, object or structure or drawing or carrying a vehicle; or
  - iii. a vehicle or combination of vehicles that is used exclusively to move a load, object or structure or to draw or carry a vehicle as described in paragraphs (a) and (b).
- c. The permit may be general or may limit the time and the particular highway that may be used and may contain conditions relating to the protection of persons and property from injury or damage.

#### **5. Exceptions**

- a. Section 2, Section 3, and Section 4 above does not apply in the following circumstances:
  - i. To a Person operating a Heavy Truck by or on behalf of the Town, for the purposes of Highway maintenance, including the carriage and application of abrasives or chemicals to the Highway, the stockpiling of abrasives or chemicals for use on a Highway, or the removal of snow from a Highway;
  - ii. To a Person operating fire apparatus or other vehicles which are responding to bona fide emergency situation;
  - iii. To a Person operating Heavy Trucks on behalf of the Town for the purposes of transporting waste;
  - iv. To a Person operating a Public utility emergency vehicle;
  - v. To a Person operating a School Bus;
  - vi. To a Person operating a Heavy Truck on a Non-Truck Route when instructed to do so by a police officer; or

- 
- vii. To a Permit Holder operating a Heavy Truck on a Non-Truck Route, a route subject to a Reduced Load Limit or a Heavy Truck with an Oversized and/or Overweight Load.
    - b. Section 2 does not apply to a Person operating a Heavy Truck in the usual conduct of business, (existing or established place of business) and proceeding by way of the shortest route to or from any Truck Route in respect of the following vehicles:
      - i. Water Haulers;
      - ii. Heavy Trucks used exclusively for the transportation of milk;
      - iii. Heavy Trucks being used for Agricultural Purposes;
      - iv. Heavy Trucks on any Highway or part of Highway which has been properly authorized as a temporary detour route; or
      - v. Heavy Trucks delivering or providing goods or services.
  - 6. Issuance of Permits
    - a. Where an application for a Permit is made under this by-law:
      - i. The Director shall stamp the application form with the time and date received;
      - ii. The Director shall review the application and may make inquiries and requests and secure such additional information as is required to process the application;
      - iii. The Director shall determine the appropriate Security and such other terms and conditions or provisions that may be considered necessary to protect the Highways from damage or to cover the cost of repairing possible damage to the Highway; and
      - iv. Where the Director has:
        - (1) Reviewed the application;
        - (2) Obtained the necessary Permit Fee(s) and Security by the applicant as well as all other terms and conditions or provisions of the Permit are satisfied; and
        - (3) Determined that the application, as received, complies with the provisions of this by-law and such other policies of Council as may exist on the date the application was received,

the Director may approve the application.
    - b. Where an application for Permit has or has not been approved, the Director shall, in writing, notify the Applicant;
    - c. Where an application for Permit has not been approved, the Applicant may, within one week from receipt of notice and not after, give notice to the Director that the Applicant desires Council to consider the application and Council may execute the Permit by resolution;
    - d. Where a Permit has been approved, the Applicant shall:
      - i. Provide the Town, in the form of a Letter of Credit or Certified Cheque, the required Security in the amount specified in the Permit Terms and Conditions;
      - ii. Provide the Town with any additional terms and conditions or provisions required in the Permit; and
      - iii. Comply with all terms and conditions or provisions of the Permit as issued by the Town and in all other respects to the terms of this by-law.
    - e. Each Heavy Truck under the Permit shall have a copy of the Permit at all times. Each Permit issued shall indicate the date on which the permit expires.
  - 7. The Town shall release the Security provided under the Permit at such a time as:
    - a. The Permit or Permit has expired;

- b. All transportation and hauling as authorized by the Permit has been completed;
  - c. The Director has inspected the Highway and all other areas, including, without limitation, signage and equipment, as the Director deems necessary; and
  - d. The Director has determined that there is no damage or loss, or risk of damage or loss to the Town.
8. In the event of damages, the Director, in writing, shall identify and provide the Person in the Permit a list of deficiencies. The Person shall be given (10) working days, from receipt of the deficiency list, to rectify any damages. The Person shall provide the Town, in writing, the plan to rectify the deficiencies and must be satisfactory to the Director.
9. A Person that does not comply with all terms and conditions or provisions as provided for and all other respects to the terms of this by-law or any other Council policy, the Agreement will be terminated immediately, and the Director shall, in writing, notify the Person thereof unless Council authorizes an extension of time for compliance with the requirements.
10. In the event that a Permit is terminated, the Town may withhold the Security until the Highway has been inspected and the condition is satisfactory to the Town.

#### **PART IV – PENALTY**

11. Every Person who contravenes any of the provisions of this by-law and, if the Person is a corporation, every director or officer of the corporation who knowingly concurs in the contravention, is guilty of an offence and on conviction is liable:
- a. On a first conviction, to a fine of not more than \$10,000; and
  - b. On a subsequent conviction, to a fine of not more than \$10,000 for each day, or part thereof, upon which the contravention has continued after the day on which the Person was first convicted.
12. Notwithstanding Section 5 above, where the Person convicted is a Corporation, the maximum penalty that may be imposed is:
- a. On a first conviction, a fine of not more than \$50,000; and
  - b. On a subsequent conviction, a fine of not more than \$25,000 for each day, or part thereof, upon which the contravention has continued after the day on which the corporation was first convicted, and not as provided in subsection (a).
13. For the purposes of establishing set fines, every Person who contravenes any provision of this by-law is guilty of an offence and is subject to a fine pursuant to the provisions of the Provincial Offences Act, R.S.O., 1990, c. P.33, as amended, or any other applicable legislation or successor thereto.

#### **PART V – OBSTRUCTION**

14. No Person shall hinder or attempt to hinder or obstruct an Officer in carrying out their duties under this by-law.
15. No Person shall obstruct any employee or agent authorized in carrying out work for the Town required to bring any adjacent boulevard into compliance with this by-law.

#### **PART VI – SEVERABILITY**

16. If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law will be considered to be severed from the balance of the by-law, which will continue to operate in full force.

#### **PART VII – ENFORCEMENT**

17. This by-law may be enforced by any Officer as defined in this by-law.
18. The Officer may:
- a. Demand the Permit, identification, vehicle registration or other document from any Permit Holder or Person to whom the by-law may apply;

- b. Require that any Heavy Truck be driven to the nearest weigh scale in accordance with Section 124 of the Highway Traffic Act; and
- c. Inspect any Heavy Truck, ledger, weight bill or document for which a Permit was issued in order to verify or confirm the weight, destination, and type of material, as provided for in the Application, Agreement, or Permit.

**PART VIII – REPEALS**

19. By-Law Number 2264-86, 178-2002, 179-2002 are hereby repealed.

**PART IX – ENACTMENT**

20. **AND THAT** this by-law comes into force and effect on the date of its passing.

**READ** a first and second time this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

**READ** a third time and finally passed this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

Schedule A: Truck Routes

Road Name	From	To
Third Avenue	Second Street	Seventh Street
Railway Street	Third Avenue	Twelfth Avenue
Third Street	Twelfth Avenue	Seventeenth Avenue
Seventeenth Avenue	Third Street	Fourth Street
Fourth Street	Seventeenth Avenue	Highway 652
Genier Road	Fourth Street	Airport Drive
Airport Drive	Genier Road	Dead End

Schedule B: Reduced Load Limit Highways

Road Name	From	To
49 <sup>th</sup> Parallel Road	Highway 11 South	Zucks Road
Beadman Road	Highway 11 West	Northerly End
Bentley Lake Road	Highway 579	Ridge Road
Bonfield Road	Highway 579	Easterly End
Boundary Road	Highway 652	Southerly End
Dora Lake Road	Glackmeyer Concession 10 & 11	Northerly End
Floods Landing Road	Highway 579	Westerly End
Genier Road	Concession 2&3	Concession 12 & 1
Girard Road	Highway 11 South	Southerly End
Glackmeyer Concession 10 & 11 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 10 & 11 (West of Genier Road)	Genier Road	Westerly End
Glackmeyer Concession 12 & 1 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 12 & 1	Genier Road	Highway 579
Glackmeyer Concession 2 & 3 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 2 & 3	Genier Road	Lillabelle Lake Road
Glackmeyer Concession 4 & 5 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 4 & 5 (West of Genier Road)	Genier Road	Westerly End
Glackmeyer Concession 6 & 7 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 6 & 7	Genier Road	Highway 579
Glackmeyer Concession 8 & 9 (East of Genier Road)	Genier Road	Easterly End
Glackmeyer Concession 8 & 9	Genier Road	Highway 579
Guppy Road	Highway 579	Westerly End
Lake Louise Road	Highway 579	Westerly End
Lillabelle Lake Road	Highway 579	Glackmeyer Concession 10 & 11
Little Menard Lake Road	Menard Lake Road	Easterly End
Long Sault Road	Highway 579	Easterly End
Malherbe Road	Highway 579	Westerly End
McWhirter Road	Highway 579	Easterly End
Menard Lake Road	Highway 11 South	Nahma Road
Mondor Creek Road North	Nahma Road	Southerly End
Mondor Creek Road South	Hanna Road	Northerly End
Nahma Road	Highway 11 South	Boundary Road
Peltola Road	Highway 11 West	Southerly End



Pools Lake Road	Hanna Road	Easterly End
Ridge Road	Silver Queen Lake Road	Bentley Lake Road
Searles Road	Highway 652	Nahma Road
Silver Queen Lake Road	Highway 579	Dumoulin Road
Silver Queen Lake Road	Dumoulin Road	Ridge Road
Silver Queen Lake Road	Ridge Road	Silver Queen Lake Road North/Silver Queen Lake Road South
Silver Queen Lake Road North	Silver Queen Lake Road	Northerly End
Silver Queen Lake Road South	Silver Queen Lake Road	Southerly End
Slaughterhouse Road	Menard Lake Road	Easterly End
Sonar Road	Concession 2 & 3	Concession 4 & 5
Stubbe Road	Highway 579	Westerly End
Vezina Road	Highway 11 West	Guppy Road
Western Avenue	Highway 11 West	Highway 579
Wilson Road	Highway 652	Southerly End

**APPENDIX 'A'**

**HEAVY TRUCK ACCESS PERMIT**

Application  
Heavy Truck Access  
Permit

Town of Cochrane  
171 Fourth Avenue  
Cochrane ON P0L 1C0  
Tel : (705) 272-4361  
Fax: (705) 272-6068  
[townhall@cochraneontario.com](mailto:townhall@cochraneontario.com)



Personal Information on this form is collected pursuant to Section 286 (c) of the Municipal Act 2001, SO 2001, c.25, and will be used for the purposes of administering Town of Cochrane By-Law **1478-2021**, as amended. Questions about this collection should be directed to the Town of Cochrane at 171 Fourth Avenue, Cochrane, ON P0L 1C0, 705-272-4361, [townhall@cochraneontario.com](mailto:townhall@cochraneontario.com).

**Applicant** **Permit Application Number:**

Name of Company

Address

Email

CityProv.Postal Code

Country

Contact Name:

Contact Phone No:

Fax No:

Type of Load:

Approximate Total Number of Loads:

Reason for Applying for Permit:

Period of Time:

Vehicle Information			
Name of Owner (Trucking Company)	C.V.O.R. Number	Approximate Load Weight	Number of Loads per Day

Axle Weight Comply with Highway Traffic Act and Regulations:

Route Information

Order	Road Name	Between

Comments

Applicant Signature:

Date:

OFFICE USE ONLY

Initial Inspection By:	Final Inspection By:
Date of inspection:	Date of Inspection:

Comments

PERMIT EXECUTION

Security Received:Certificate of Insurance Received:

Director Signature: \_\_\_\_\_Permit Holder Signature: \_\_\_\_\_

DATED AT \_\_\_\_\_, THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

THE APPLICANT/PERMIT HOLDER MUST ADHERE TO ALL TERMS AND CONDITIONS AS STATED IN THE APPROVED PERMIT

# HEAVY TRUCK ACCESS PERMIT TERMS AND CONDITIONS



1. This Permit is issued as per By-Law **1478-2021** and is subject to these general conditions and provisions of By-Law **1478-2021**.
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, municipal right-of-way, signs or railway right-of-way.
3. The Permit Holder must obtain all the necessary approvals from relevant Provincial Road authorities, if applicable.
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 Director of Infrastructure Services, otherwise the Permit will be cancelled.
6. The Permit Holder shall ensure that any alterations to this Permit be approved by the Director of Infrastructure Services prior to such changes taking place.
7. This Permit shall accompany the Heavy Truck for which this Permit has been issued. In the case of multiple Heavy Trucks, a copy of the Permit shall accompany each Heavy Truck. The Permit and all attachments shall be produced upon request of an Officer.
8. This Permit is issued pursuant to all relevant Town By-Laws.
9. The Town of Cochrane reserves the right to inspect any load at any time at its sole discretion.
10. This permit is invalid for roads or structures with posted load limitations
11. Notwithstanding any of the provisions of this Permit, the Director of Infrastructure Services or an Officer may change or cancel this Permit and may cause the Heavy Truck to be removed from the roadway due to congestion or hazardous conditions being encountered as a result of the unit being on the road.
12. This Permit shall remain the property of the Town and such a Permit may not be assigned or transferred to any other Person not listed on the Permit.
13. The Permit Holder shall provide the Town with a form of Security, in the amount of \$\_\_\_\_\_, necessary to protect the Highways from damage or to cover the cost of repairing possible damage to the Highway.
14. The Permit Holder may, with written approval from the Director of Infrastructure Services, make the necessary repairs to the Town Right-of-Way in the event of damages. The Right-of-Way shall be repaired to existing or better condition.
15. The Permit Holder agrees that in the event there is any damage or loss to the Municipality or to the roads, highways, streets, signage, curbs, sidewalks or other equipment or property of the Town of Cochrane, and repair/replacement is not completed, the total cost of repairing any damage or loss shall be deducted from the Security received by the Town of Cochrane and retained by the Town of Cochrane. Such monies, received by the Town of Cochrane shall be without prejudice to the right of the Municipality to pursue collection of other losses, or seek other compensation, remedy, costs, or enforce other legal rights, or pursue other remedies, or the right of the Town of Cochrane to otherwise enforce the terms of this By-law in accordance with the enforcement and penalty provisions set out herein.
16. The Town, accompanied by the Permit Holder, shall attend the Highways requested to inspect the Town Right-of-Way prior to the Effective Permit Date to record the condition of the infrastructure within the Right-of-Way.
17. The Town of Cochrane requires the Applicant to provide a Certificate of Insurance evidencing "Comprehensive General Liability" insurance in an amount not less than **\$2,000,000.00** per occurrence including bodily injury, personal injury, contractual liability, non-owned automobile and cross liability and severability of interest clauses. The Corporation of the Town of Cochrane shall be named as an "Additional Insured" under the policy for the purpose of permit activities.
18. The Town of Cochrane requires the applicant to provide a Certificate of Insurance evidencing Motor Vehicle Liability Insurance in an amount not less than **\$2,000,000.00** including all automobiles

owned or leased by the insured/applicant. If at anytime the above noted policies of insurance are cancelled or materially changed in any manner for any reason during the period of coverage as stated above, so as to affect the Certificate of Insurance, thirty (30) days prior written notice, by registered mail, will be given by the Insurer to the Corporation of the Town of Cochrane.

- 19. Limited Liability and Release: The Permit Holder hereby releases and forever discharges the Town, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the Town, 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, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or sub-contractors, which causes or contributes to any such injury, damage or loss.
- 20. Indemnity: The Permit Holder shall indemnify and save the Town harmless, including the Town's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expense incurred by the Town because of any demand, action or claim brought against the Town as a result of any loss of or damage to property, personal injury, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.
- 21. Fees as per current User Fees and Service Charges By-law. Fees are subject to Harmonized Sales Tax (H.S.T.) where applicable.
- 22. The Permit Holder agrees that a violation of the terms or conditions of the Permit, as issued, including any additional terms and conditions deemed necessary by the Director of Infrastructure Services shall constitute a violation of this By-law.

**I/WE, THE PERMIT HOLDER, HEREBY AGREE TO BE IN STRICT ACCORDANCE WITH BY-LAW 1478-2021, THE PERMIT AND THE PERMIT TERMS AND CONDITIONS.**

<b>PER:</b>	_____	_____
	<b>Name of Permit Holder</b>	<b>Name of Contact Person</b>
	_____	_____
	<b>Signature of Permit Holder</b>	<b>Signature of Contact Person</b>

**THE TERMS AND CONDITIONS SHALL FORM PART OF THE EXECUTED PERMIT AND SHALL BE ATTACHED THERETO.**

**APPENDIX 'B'**

**REDUCED LOAD LIMIT EXEMPTION**  
**PERMIT**

Application  
Reduced Load  
Limit Exemption  
Permit

Town of Cochrane  
171 Fourth Avenue  
Cochrane ON P0L 1C0  
Tel : (705) 272-4361 Fax: (705) 272-6068  
[townhall@cochraneontario.com](mailto:townhall@cochraneontario.com)



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**Applicant** **Permit Application Number:**

Name of Company

Address

Email

CityProv.Postal Code

Country

Contact Name:

Contact Phone No:

Fax No:

Load Description:

Reason for Applying for Permit:

Travel Date(s):

Time Limit:

Vehicle Information				
Licence Number(s) (Including Trailers)	C.V.O.R. Number	Name of Owner	Load Weight (Volume) per Axle	Number of Loads per Day

Axle Weight Comply with Highway Traffic Act and Regulations:

Route Information

Order	Road Name	Between

Comments

Applicant Signature:

Date:

OFFICE USE ONLY

Initial Inspection By:

Date of inspection:

Final Inspection By:

Date of Inspection:

Comments

PERMIT EXECUTION

Security Received: Certificate of Insurance Received:

Director Signature: Permit Holder Signature:

DATED AT, THE DAY OF,

THE APPLICANT/PERMIT HOLDER MUST ADHERE TO ALL TERMS AND CONDITIONS AS STATED IN THE APPROVED PERMIT

1. This Permit is issued under Section 110 of the Highway Traffic Act and is subject to these general conditions and provisions of By-Law **1478-2021**.
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, municipal right-of-way, signs or railway right-of-way.
3. The Permit Holder must obtain all the necessary approvals from relevant Provincial Road authorities, if applicable.
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 Director of Infrastructure Services, otherwise the Permit will be cancelled.
6. The Permit Holder shall ensure that any alterations to this Permit be approved by the Director of Infrastructure Services prior to such changes taking place.
7. This Permit shall accompany the Heavy Truck for which this Permit has been issued. In the case of multiple Heavy Trucks, a copy of the Permit shall accompany each Heavy Truck. The Permit and all attachments shall be produced upon request of an Officer.
8. This Permit is issued pursuant to all relevant Town By-Laws.
9. The Town of Cochrane reserves the right to inspect any load at any time at its sole discretion.
10. This permit is only valid for the roads approved as per the Permit.
11. Notwithstanding any of the provisions of this Permit, the Director of Infrastructure Services or an Officer may change or cancel this Permit and may cause the Heavy Truck to be removed from the roadway due to congestion or hazardous conditions being encountered as a result of the unit being on the road.
12. This Permit shall remain the property of the Town and such a Permit may not be assigned or transferred to any other Person not listed on the Permit.
13. The Permit Holder shall provide the Town with a form of Security, in the amount of **\$2500.00**, necessary to protect the Highways from damage or to cover the cost of repairing possible damage to the Highway.
14. The Permit Holder may, with written approval from the Director of Infrastructure Services, make the necessary repairs to the Town Right-of-Way in the event of damages. The Right-of-Way shall be repaired to existing or better condition.
15. The Permit Holder agrees that in the event there is any damage or loss to the Municipality or to the roads, highways, streets, signage, curbs, sidewalks or other equipment or property of the Town of Cochrane, and repair/replacement is not completed, the total cost of repairing any damage or loss shall be deducted from the Security received by the Town of Cochrane and retained by the Town of Cochrane. Such monies, received by the Town of Cochrane shall be without prejudice to the right of the Municipality to pursue collection of other losses, or seek other compensation, remedy, costs, or enforce other legal rights, or pursue other remedies, or the right of the Town of Cochrane to otherwise enforce the terms of this By-law in accordance with the enforcement and penalty provisions set out herein.
16. The Town, accompanied by the Permit Holder, shall attend the Highways requested to inspect the Town Right-of-Way prior to the Effective Permit Date to record the condition of the infrastructure within the Right-of-Way.
17. The Town of Cochrane requires the Applicant to provide a Certificate of Insurance evidencing "Comprehensive General Liability" insurance in an amount not less than **\$2,000,000.00** per occurrence including bodily injury, personal injury, contractual liability, non-owned automobile and cross liability and severability of interest clauses. The Corporation of the Town of Cochrane shall be named as an "Additional Insured" under the policy for the purpose of permit activities.
18. The Town of Cochrane requires the applicant to provide a Certificate of Insurance evidencing Motor Vehicle Liability Insurance in an amount not less than **\$2,000,000.00** including all automobiles owned or leased by the insured/applicant. If at anytime the above noted policies of insurance are



cancelled or materially changed in any manner for any reason during the period of coverage as stated above, so as to affect the Certificate of Insurance, thirty (30) days prior written notice, by registered mail, will be given by the Insurer to the Corporation of the Town of Cochrane.

- 19. Limited Liability and Release: The Permit Holder hereby releases and forever discharges the Town, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the Town, 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, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or sub-contractors, which causes or contributes to any such injury, damage or loss.
- 20. Indemnity: The Permit Holder shall indemnify and save the Town harmless, including the Town's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expense incurred by the Town because of any demand, action or claim brought against the Town as a result of any loss of or damage to property, personal injury, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.
- 21. Fees as per current User Fees and Service Charges By-law. Fees are subject to Harmonized Sales Tax (H.S.T.) where applicable.
- 22. The Permit Holder agrees that a violation of the terms or conditions of the Permit, as issued, including any additional terms and conditions deemed necessary by the Director of Infrastructure Services shall constitute a violation of this By-law.

**I/WE, THE PERMIT HOLDER, HEREBY AGREE TO BE IN STRICT ACCORDANCE WITH BY-LAW 1478-2021, THE PERMIT AND THE PERMIT TERMS AND CONDITIONS.**

<b>PER:</b>	_____	_____
	<b>Name of Permit Holder</b>	<b>Name of Contact Person</b>
	_____	_____
	<b>Signature of Permit Holder</b>	<b>Signature of Contact Person</b>

**THE TERMS AND CONDITIONS SHALL FORM PART OF THE EXECUTED PERMIT AND SHALL BE ATTACHED THERETO.**

**APPENDIX 'C'**

**EXCESS LOAD MOVING PERMIT**

Application  
Excess Load Moving  
Permit

Town of Cochrane  
171 Fourth Avenue  
Cochrane ON P0L 1C0  
Tel : (705) 272-4361 Fax: (705) 272-6068  
[townhall@cochraneontario.com](mailto:townhall@cochraneontario.com)



Personal Information on this form is collected pursuant to Section 286 (c) of the Municipal Act 2001, SO 2001, c.25, and will be used for the purposes of administering Town of Cochrane By-Law **1478-2021**, as amended. Questions about this collection should be directed to the Town of Cochrane at 171 Fourth Avenue, Cochrane, ON P0L 1C0, 705-272-4361, [townhall@cochraneontario.com](mailto:townhall@cochraneontario.com).

Type of Permit:	Project:	Single Move:
	Number of Trips:	Number of Vehicles:

Applicant

Name of Mover		
Address		Email
City	Prov.	Postal Code
Country		

Contact Name:	Contact Phone No:	Fax No:
---------------	-------------------	---------

Dates of Move	From:	To
---------------	-------	----

Vehicle Information

		Combined Vehicle & Cargo			
Comments	Description of Cargo	Length (m)	Height (m)	Width (m)	Weight (kg)

Axle Weight Comply with Highway Traffic Act and Regulations:

From:	To:
-------	-----

Route Information

Order	Road Name	Road Authority

Comments

Applicant Signature:	Date:
----------------------	-------

OFFICE USE ONLY

Initial Inspection By:	Final Inspection By:
Date of inspection:	Date of Inspection:

Comments

PERMIT EXECUTION

Security Received:	Certificate of Insurance Received:
Director Signature: _____	Permit Holder Signature: _____
DATED AT _____, THE _____ DAY OF _____,	

THE APPLICANT/PERMIT HOLDER MUST ADHERE TO ALL TERMS AND CONDITIONS AS STATED IN THE APPROVED PERMIT

# EXCESS LOAD MOVE PERMIT

## TERMS AND CONDITIONS



1. This Permit is issued under Section 110 of the Highway Traffic Act and is subject to these general conditions and provisions of By-Law **1478-2021**.
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, municipal right-of-way, signs or railway right-of-way.
3. The Permit Holder must obtain all the necessary approvals from relevant Provincial Road authorities, if applicable.
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 Director of Infrastructure Services, otherwise the Permit will be cancelled.
6. The Permit Holder shall ensure that any alterations to this Permit be approved by the Director of Infrastructure Services prior to such changes taking place.
7. The applicant shall show proof of having obtained a building permit where applicable for the movement of buildings
8. This Permit shall accompany the Heavy Truck for which this Permit has been issued. In the case of multiple Heavy Trucks, a copy of the Permit shall accompany each Heavy Truck. The Permit and all attachments shall be produced upon request of an Officer.
9. This Permit is issued pursuant to all relevant Town By-Laws.
10. The Town of Cochrane reserves the right to inspect any load at any time at its sole discretion.
11. This permit is invalid for roads or structures with posted load limitations.
12. The Permit Holder:
  - a. must contact any affected utility company at least 48 hours prior to the move to arrange for any protection or alteration of their facilities;
  - b. is responsible to arrange for personal or police escort, if required;
  - c. is responsible for flags/markers on overhanging loads;
  - d. is responsible to ensure that any overhead obstructions are clear;
  - e. is responsible for checking their proposed route prior to commencing their move to ensure there are no obstructions of any kind;
  - f. is solely responsible to ensure that all applicable municipal, provincial and federal laws, regulations and acts shall be complied with at all times including but not limited to, all employees, owners and sub-contractors utilized by the permit holder.
13. Notwithstanding any of the provisions of this Permit, the Director of Infrastructure Services or an Officer may change or cancel this Permit and may cause the Heavy Truck 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.
14. This Permit shall remain the property of the Town and such a Permit may not be assigned or transferred to any other Person not listed on the Permit.
15. The Permit Holder shall provide the Town with a form of Security, in the amount of \$\_\_\_\_\_, necessary to protect the Highways from damage or to cover the cost of repairing possible damage to the Highway.
16. The Permit Holder may, with written approval from the Director of Infrastructure Services, make the necessary repairs to the Town Right-of-Way in the event of damages. The Right-of-Way shall be repaired to existing or better condition.
17. The Permit Holder agrees that in the event there is any damage or loss to the Municipality or to the roads, highways, streets, signage, curbs, sidewalks or other equipment or property of the Town of Cochrane, and repair/replacement is not completed, the total cost of repairing any damage or loss shall be deducted from the Security received by the Town of Cochrane and retained by the Town of

Cochrane. Such monies, received by the Town of Cochrane shall be without prejudice to the right of the Municipality to pursue collection of other losses, or seek other compensation, remedy, costs, or enforce other legal rights, or pursue other remedies, or the right of the Town of Cochrane to otherwise enforce the terms of this By-law in accordance with the enforcement and penalty provisions set out herein.

18. The Town, accompanied by the Permit Holder, shall attend the Highways requested to inspect the Town Right-of-Way prior to the Effective Permit Date to record the condition of the infrastructure within the Right-of-Way.
19. The Town of Cochrane requires the Applicant to provide a Certificate of Insurance evidencing "Comprehensive General Liability" insurance in an amount not less than **\$2,000,000.00** per occurrence including bodily injury, personal injury, contractual liability, non-owned automobile and cross liability and severability of interest clauses. The Corporation of the Town of Cochrane shall be named as an "Additional Insured" under the policy for the purpose of permit activities.
20. The Town of Cochrane requires the applicant to provide a Certificate of Insurance evidencing Motor Vehicle Liability Insurance in an amount not less than **\$2,000,000.00** including all automobiles owned or leased by the insured/applicant. If at anytime the above noted policies of insurance are cancelled or materially changed in any manner for any reason during the period of coverage as stated above, so as to affect the Certificate of Insurance, thirty (30) days prior written notice, by registered mail, will be given by the Insurer to the Corporation of the Town of Cochrane.
21. Limited Liability and Release: The Permit Holder hereby releases and forever discharges the Town, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the Town, 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, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or sub-contractors, which causes or contributes to any such injury, damage or loss.
22. Indemnity: The Permit Holder shall indemnify and save the Town harmless, including the Town's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expense incurred by the Town because of any demand, action or claim brought against the Town as a result of any loss of or damage to property, personal injury, bodily injury including 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 Town or on the part of anyone for whom the Town 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 Town, including, but not limited to, any negligent act or omission of the Town, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.
23. Fees as per current User Fees and Service Charges By-law. Fees are subject to Harmonized Sales Tax (H.S.T.) where applicable.
24. The Permit Holder agrees that a violation of the terms or conditions of the Permit, as issued, including any additional terms and conditions deemed necessary by the Director of Infrastructure Services shall constitute a violation of this By-law.

I/WE, THE PERMIT HOLDER, HEREBY AGREE TO BE IN STRICT ACCORDANCE WITH BY-LAW 1478-2021, THE PERMIT AND THE PERMIT TERMS AND CONDITIONS.

PER: \_\_\_\_\_  
Name of Permit Holder

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Signature of Contact Person

THE TERMS AND CONDITIONS SHALL FORM PART OF THE EXECUTED PERMIT AND SHALL BE ATTACHED THERETO.