

SCHEDULE "15"

COMMERCIAL VEHICLES PERMIT AGREEMENT

THIS COMMERCIAL VEHICLES PERMIT AGREEMENT dated for reference the <> day of <> , <>.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(the "Province")

AND

<>, a body corporate, incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. <> and having its registered office at <>, <>, <> (the "Contractor")

WHEREAS

- A. The Province may, when it is in the public interest, enter into agreements exempting in whole or in part, commercial vehicles from the *Commercial Transport Act* and regulations made thereunder, and from fees prescribed therein, and may in such agreements prescribe the terms for the operation of such commercial vehicles on designated highways;
- B. The Province, having determined that it is in the public interest, hereby enters into this Commercial Vehicles Permit Agreement whereby certain exemptions are granted on the terms set out in this Commercial Vehicles Permit Agreement.
- C. This Commercial Vehicles Permit Agreement is entered into concurrently with the Maintenance Agreement (herein defined).

NOW THEREFORE in consideration of the premises and the covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the Province and the Contractor agree as follows:

Definitions

- 1.1 In this Commercial Vehicles Permit Agreement, unless the context otherwise requires:
- (a) **"CTA"** means the *Commercial Transport Act*, R.S.B.C. 1996, c. 58;
 - (b) **"CT Regulations"** means the *Commercial Transport Regulations* BC Reg. 30/78;
 - (c) **"CT Fees Regulation"** means the *Commercial Transport Fees Regulation* BC Reg. 328/91;
 - (d) **"Event of Default"** means any event described in section <> of this Commercial Vehicles Permit Agreement;
 - (e) **"Highways"** has the meaning given to it under the Maintenance Agreement;
 - (f) **"Maintenance Agreement"** means that highway maintenance agreement entitled "Maintenance Agreement", dated as of the date of this Commercial Vehicles Permit Agreement and made between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Transportation and the Contractor, as that agreement may be amended from time to time;
 - (g) **"Maintenance Services"** has the meaning given to it in the Maintenance Agreement;

- (h) **"Services"** has the meaning given to it in the Maintenance Agreement;
- (i) **"Specialized Equipment"** means any equipment, other than a Vehicle, as described in section 2.3 of this Commercial Vehicles Permit Agreement;
- (j) **"Term"** has the meaning given to it in the Maintenance Agreement;
- (k) **"Vehicle"** means a truck, as defined in Regulation No. 26/58 made pursuant to the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, as described in section 2.3 of this Commercial Vehicles Permit Agreement; and
- (l) **"Winter Services"** means the provision of labour, materials and equipment for the purpose of Winter Services of highways as described in Chapter 3 of the Maintenance Services.

Application of Permit

- 2.1 Except as expressly set out in this Commercial Vehicles Permit Agreement, the Contractor shall comply with all laws applicable to the Vehicles and Specialized Equipment.
- 2.2 Subject to the terms of this Commercial Vehicles Permit Agreement, this Commercial Vehicles Permit Agreement will commence on <> and will continue in effect during the Term, unless earlier terminated in accordance with this Commercial Vehicles Permit Agreement.
- 2.3 The exemptions granted under this Commercial Vehicles Permit Agreement apply to Vehicles and Specialized Equipment,
 - (a) which are capable of traveling on their own wheels,
 - (b) which are owned by, leased to, subcontracted or hired by the Contractor, and
 - (c) which are operated for the purpose of performing the Services or the Winter Services, as the case may be, and, either,
 - (d) during such periods of time that the Vehicles and Specialized Equipment are being operated on the Highways for the purpose of performing the Services, or if such purpose is expressly limited in this Commercial Vehicles Permit Agreement to the performance of Winter Services, then only during such periods of time that the Vehicles and Specialized Equipment are being operated on the Highways for the purpose of performing Winter Services, or
 - (e) during such periods of time that the Vehicles and Specialized Equipment are being operated on the Highways for the purpose of travelling to and from locations where the Services or the Winter Services, as the case may be, are to be or were performed.

Dimensional restrictions

- 3.1 Vehicles are exempt from the width restrictions in section 7.10 of the CT Regulations as follows.
 - (a) A Vehicle without plow blade attachments may not exceed 2.6 metres in total outside width, including its load.
 - (b) Plow blades installed on a Vehicle may not exceed 5.2 metres in total outside width.
 - (c) The following apply to plow blades:
 - (i) No plow extensions are permitted to extend past the left side of a Vehicle unless:
 - (A) the left side plow extension is immediately retractable by the driver, using cab controls while performing plowing operations; and
 - (B) the left side extension must have a flashing 10 cm size amber light installed on the plow left extremity, the flashing light to be visible front and rear.
 - (d) If a Vehicle, including its plow blade attachments, has a total outside width of 3.2 metres or less, red flags must be displayed on each end of the front bumper of the Vehicle, in lieu of complying with section 8.05 of the CT Regulations.

- (e) If a Vehicle, including its plow blade attachments, has a total outside width greater than 3.2 metres,
 - (i) red flags must be displayed on each end of the front bumper of the Vehicle;
 - (ii) amber flashing or rotating lights visible from all directions and operating as safety devices must be mounted on and displayed from the Vehicle, in lieu of complying with section 8.05 of the CT Regulations; and
 - (iii) flashing 10 cm size amber lights and red flags must be mounted on the extremities of all right side wings and all plow extensions, left or right side, visible from front to rear.

These requirements are necessary to provide safety to the travelling motorist and to provide controlled operation of the plow truck under varying operational requirements, including in connection with plowing over the centerline.

- 3.2 If plow blades are installed on a Vehicle, all wing plow extensions must be retracted or removed when the Vehicle is not used in the actual process of performing Winter Services.
- 3.3 If plow blades are installed on the front of a Vehicle,
 - (a) the front blades on single steering axle Vehicles may not project more than 5.0 metres forward of the centre of the front steering axle of the Vehicle,
 - (b) the front blades on tandem steering axle vehicles may not project more than 5.6 metres forward of the centre of the front steering axle of the Vehicle,
 - (c) red flags must be displayed on each end of the front bumper of the Vehicle,
 - (d) incandescent amber flashing or rotating lights visible from all directions, operating as safety devices, and in compliance with the Ministry of Transportation's Equipment Fleet Operations Policy, must be mounted on and displayed from the Vehicle, and
 - (e) when the Vehicle is not used in the actual process of performing the Services, the front blades must be retracted or reduced.
- 3.4 Specialized Equipment is exempt from the width restrictions in section 7.10 of the CT Regulations on the following terms:
 - (a) if the Specialized Equipment has a total outside width greater than 2.6 metres and no more than 5.2 metres,
 - (i) red flags must be prominently displayed on each end of the front bumper or of the front chassis of the Specialized Equipment, as applicable, and
 - (ii) incandescent amber flashing or rotating lights visible from all directions and operating as safety devices must be mounted on and displayed from the Specialized Equipment; and
 - (b) if blade extensions are installed on the Specialized Equipment, the blade extensions must be retracted or reduced when the Specialized Equipment is not used in the actual process of performing the Services.

Tire load weight restrictions

- 4.1 While being operated to perform Winter Services, including travel on the Highways to and from locations where Winter Services are to be performed, Vehicles are exempt from the tire load weight restrictions prescribed in the following CT Regulations on the following terms:
 - (a) for single drive axle Vehicles, gross load on the steering axle tires may not exceed 110% of the weight prescribed in section 7.29(2)(a) and 7.32(3)(a)(i) of the CT Regulations, and the gross load on the drive axle tires may not exceed 115% of the weights prescribed in sections 7.29 (2)(a), 7.31(2)(a) and 7.32(3)(a)(i) of the CT Regulations; and
 - (b) for tandem drive axle vehicles,
 - (i) gross load on the steering axle tires may not exceed 110% of the weight prescribed in sections 7.29(2)(a), 7.31(2)(a) and 7.32(3)(a)(i) of the CT Regulations, and

- (ii) gross load on the tandem axle tires may not exceed 110% of the weight prescribed in sections 7.29(2)(a), 7.31(2)(b) and 7.32(3)(a)(i) of the CT Regulations.

Axle load weight restrictions

- 5.1** While being operated to perform Winter Services, including travel on the Highways to and from locations where Winter Services are to be performed, Vehicles and Specialized Equipment are exempt from the axle load weight restrictions prescribed in the following CT Regulations on the following terms:
- (a) for single drive axle Vehicles, gross load on the drive axle must not exceed 115% of the weight set forth in sections 7.29(2)(a), 7.31(2)(a) and 7.32(3)(a)(i) of the CT Regulations;
 - (b) for tandem drive axle Vehicles,
 - (i) gross load on the steering axle must not exceed 110% of the weight set forth in sections 7.29(2)(a), 7.31(2)(a) and 7.32(3)(a)(i) of the CT Regulations, and
 - (ii) gross load on the tandem drive axles must not exceed 110% of the weight set forth in section 7.31(2)(b) and 7.32(3)(a)(i) of the CT Regulations; and
 - (c) for Specialized Equipment equipped with blades, buckets or other snow plowing or snow removal apparatus, gross axle load must not exceed 110% of the weight set forth in sections 7.31(2)(a), 7.31(2)(b) and 7.32(3)(a)(i) of the CT Regulations.

Sundays and General Holidays

- 6.1** Persons operating the Vehicles or Specialized Equipment that are subject to this Commercial Vehicles Permit Agreement are exempt from section 7.05(14) of the CT Regulations for so long as and to the extent that such persons operate such Vehicles and such Specialized Equipment in compliance with this Commercial Vehicles Permit Agreement.

Headlamps

- 7.1** Vehicles that are subject to this Commercial Vehicles Permit Agreement may be equipped with one or 2 headlamps mounted on each side of the front of the vehicle additional to the number of headlamps required by applicable Laws, and such additional headlamps may be mounted at a height exceeding the requirements of the applicable Laws, provided that
- (a) at any time that the headlamps are in use, only one set of either the required headlamps or the additional headlamps will be illuminated,
 - (b) such Vehicles are equipped with a toggle device that allows the Contractor to alternate illumination of the required and additional headlamps, and
 - (c) the additional headlamps are illuminated only at the times that plow blades are installed on such Vehicles.
- 7.2** The Contractor will take all necessary measures and will cause all necessary measures to be taken to ensure that
- (a) the Vehicles carrying the additional headlamps referenced in section 7.1 have the necessary and properly functioning toggle device,
 - (b) at no time will the Contractor of any such Vehicle illuminate the required headlamps and the additional headlamps at the same time, and
 - (c) if the plow blades are removed from any such Vehicle, the Contractor of any such Vehicle will illuminate only the required headlamps, and not the additional headlamps.

Free permit

- 8.1** Subject to full compliance with the terms of this Commercial Vehicles Permit Agreement, the Contractor is exempt from the requirements set out in the CTA or the CT Fees Regulation to pay for the issuance by the Province to the Contractor of any permission to operate the Vehicles or Specialized Equipment that are

subject to this Commercial Vehicles Permit Agreement in the manner contemplated by this Commercial Vehicles Permit Agreement.

Production of permit

- 9.1** By not later than 36 hours from demand by the Province on the Operator or the driver of such Vehicle or Specialized Equipment, the Contractor must produce, to the satisfaction of the Province, evidence that the Contractor has obtained this Commercial Vehicles Permit Agreement, and that the Vehicle or Specialized Equipment relating to the Province's demand, was being operated in compliance with the requirements of section 2.3 of this Commercial Vehicles Permit Agreement.

Termination

- 10.1** Despite any other provision of this Commercial Vehicles Permit Agreement, the Province may at any time during the Term terminate or suspend this Commercial Vehicles Permit Agreement, in whole or in part, by written notice to the Contractor, if the Province considers such termination or suspension to be required in the public interest.
- 10.2** If, for any reason, the Maintenance Agreement is terminated or is taken out of the hands of the Contractor, then this Commercial Vehicles Permit Agreement will automatically terminate effective on the date of termination of the Maintenance Agreement or on the date that the Maintenance Agreement is taken out of the hands of the Contractor, as the case may be.
- 10.3** Any of the following events will constitute an event of default under this Commercial Vehicles Permit Agreement whether the event is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:
- (a) an Event of Default, as defined in the Maintenance Agreement, occurs under section 18.1 of the Maintenance Agreement; or
 - (b) the Contractor fails to observe, perform or comply with any term of this Commercial Vehicles Permit Agreement;
- and upon the happening of any such event of default, the Province may exercise any right or remedy which the Province may have at law or in equity, including without limitation termination of this Commercial Vehicles Permit Agreement.

Notices

- 11.1** Any notice, document, statement, report, demand to be given or made under this Commercial Vehicles Permit Agreement, will be in writing and may be given or made by personal delivery, by courier service, by mail in Canada, or by facsimile transmission, to the following addresses:

- (a) if to the Province or the Minister (or both of them):

Ministry of Transportation

<>

Facsimile: <>

Attention: District Manager

with a copy to:

**Ministry of Transportation
Construction and Maintenance Branch
4C-940 Blanshard Street
Victoria, British Columbia
V8W 3E6**

Facsimile: **(250) 356-7276**

Attention: **Maintenance and Equipment Administrator**

(b) and if to the Contractor:
<>

Facsimile: <>

Attention: <>

- 11.2** Any such notice, document, statement, report, or demand so mailed will be deemed given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed given to and received by the addressee when actually delivered to the particular address set out above.
- 11.3** Any notice, document, report, statement or demand transmitted by facsimile will be conclusively deemed validly given to and received by the intended recipient when confirmed by transmission confirmation report.
- 11.4** Either party may, from time to time, advise the other by notice in writing of any change of address or facsimile number of the party giving such notice and, from and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Commercial Vehicles Permit Agreement , be deemed to be the address or facsimile number of the party giving such notice.

Miscellaneous

- 12.1** The Contractor will treat as confidential and will not, without the prior written consent of the Province, publish, release, or disclose, or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Commercial Vehicles Permit Agreement , any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Commercial Vehicles Permit Agreement , except insofar as such publication, release or disclosure is required by law or is necessary to enable the Contractor to fulfill the obligations of the Contractor under this Commercial Vehicles Permit Agreement .
- 12.2** This Commercial Vehicles Permit Agreement constitutes the entire agreement between the parties in respect of the subject matter of this Commercial Vehicles Permit Agreement and no understandings, representations, contracts, or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Commercial Vehicles Permit Agreement except as expressly set out in this Commercial Vehicles Permit Agreement . The Contractor agrees that in entering into this Commercial Vehicles Permit Agreement the Contractor has not and does not rely upon any previous representation of the Province, or of servants, employees, agents, or representatives of the Province, whether expressed or implied, or upon any inducement or agreement of any kind or nature. All prior understandings, negotiations, representations, contracts or agreements are hereby canceled.
- 12.3** The Contractor will not assign, sub-permit, or sub-contract, either directly or indirectly, this Commercial Vehicles Permit Agreement or any rights or exemptions of the Contractor under this Commercial Vehicles Permit Agreement.
- 12.4** Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Commercial Vehicles Permit Agreement .

- 12.5** Public disclosure of this Commercial Vehicles Permit Agreement and any documents or other records pertaining to this Commercial Vehicles Permit Agreement which are in the custody or under the control of the Province, will be governed by the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165.
- 12.6** Time will be of the essence of this Commercial Vehicles Permit Agreement .
- 12.7** All provisions of this Commercial Vehicles Permit Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Commercial Vehicles Permit Agreement .
- 12.8** No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Commercial Vehicles Permit Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.
- 12.9** If any provision of this Commercial Vehicles Permit Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Commercial Vehicles Permit Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 12.10** This Commercial Vehicles Permit Agreement may only be amended by a further written agreement executed by both parties.

Interpretation

- 13.1** A reference in this Commercial Vehicles Permit Agreement :
- (a)** to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof; and
 - (b)** to any other agreement between the parties means that other agreement as it may be amended from time to time by the parties.
- 13.2** Unless the context otherwise requires, any reference to "this Commercial Vehicles Permit Agreement " means this instrument and any reference in this Commercial Vehicles Permit Agreement to any article, section, subsection or paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Commercial Vehicles Permit Agreement .
- 13.3** The headings or captions in this Commercial Vehicles Permit Agreement are inserted for convenience only and do not form a part of this Commercial Vehicles Permit Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Commercial Vehicles Permit Agreement .
- 13.4** In this Commercial Vehicles Permit Agreement , "person" includes a corporation, firm, association and any other legal entity and wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as the singular or masculine, as the case may be, had been used where the context or the parties so require.

13.5 In this Commercial Vehicles Permit Agreement , the words "including" and "includes", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

13.6 No provision of this Commercial Vehicles Permit Agreement is intended to derogate from or be inconsistent with or in conflict with any laws and should not be interpreted in a manner as to result in any derogation, inconsistency or conflict and if any such provision is found by a court of competent jurisdiction to be inconsistent with or in conflict with any laws, the applicable laws will prevail and such provision will be read down or rendered inoperative (either, generally or in such particular situation, as appropriate), to the extent of such conflict or inconsistency, as the case may be, and if any such provision is found by a court of competent jurisdiction to derogate from any laws, then such provision will be read down or rendered inoperative (either, generally or in such particular situation, as appropriate) to the extent of the derogation.

13.7 This Commercial Vehicles Permit Agreement will be governed by, construed and interpreted in accordance with the laws of the Province of British Columbia and the courts of competent jurisdiction, within the province of British Columbia, will have exclusive jurisdiction with respect to any legal actions commenced to enforce the provisions of this Commercial Vehicles Permit Agreement .

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives or officers as follows:

SIGNED on behalf of Her Majesty the Queen in Right of the)
Province of British Columbia by a duly)
authorized representative of the Minister of Transportation on)
the ___ day of <>, <>,)
)
)
)
) _____
) For the Minister of Transportation
)

THE COMMON SEAL of <> was hereunto affixed on the)
_____ day of _____, <> in the presence of:)
)

SIGNATURE) (C/S)
)
)

TITLE)
)