

CORPORATION OF THE TOWNSHIP OF MATACHEWAN

BY-LAW NO. 2007-15

BEING A BY-LAW TO REGULATE SIGNS

WHEREAS the Municipal Act S. O. 2001, Section 11 (1), paragraph 7 as amended authorizes Council to pass bylaws regulating structures, including fences and *signs*:

AND WHEREAS Sections 99 of the Municipal Act, S.O., 2001, provides C25 as amended established rules that apply to a bylaw of a municipality respecting advertising devices including *signs*:

AND WHEREAS section 391 (c) of the Municipal Act, 2001 provides that a municipality may pass by-laws imposing fees or charges on any class of persons for the use of its property including property under its control;

WHEREAS section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense, which that persons otherwise required to do under a by-law or otherwise has failed to do;

AND WHEREAS section 427 (3) of the Municipal Act, 2001 provides that the costs incurred by a municipality in doing a thing or matter under section 427(1) may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS Council deems it desirable to pass a By-law regulating *signs* for the purpose of avoiding traffic hazards, unsightly appearances and maintaining aesthetic and architectural integration of all municipal streetscapes and abutting properties;

AND WHEREAS Council has ensured adequate notice has been given;

NOW THEREFORE the Council of The Corporation of the Township of Matachewan hereby enacts the following as by-law;

That Council adopts a by-law to regulate signs identified as Schedule "A", hereto attached and forming part of this by-law.

That this by-law shall come into force and take effect on the date of its final passing.

That all bylaws respecting the erection of *signs* enacted by the Township of Matachewan and amendments thereto are hereby repealed.

That the *Chief Building Official* is hereby authorized to issue permits pursuant to this by-law.

That the *Chief Building Official* is hereby granted signing authority to act on the municipality's behalf with regards to entering into *encroachment agreements with respect to signs*, pursuant to this by-law.

That the Clerk of the Township of Matachewan is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

READ a first, second and third time, and finally enacted and passed in open Council this 17th day of September 2007. Signed, sealed and numbered 2007-15.

Joe Bisson
Deputy Reeve

Andrew Van Oosten
CAO-Clerk-Treasurer

CORPORATION OF THE TOWNSHIP OF MATACHEWAN

SCHEDULE "A" TO BY-LAW NO. 2007-15

BEING A BY-LAW TO REGULATE SIGNS

PART 1 – DEFINITIONS OF WORDS AND PHRASES:

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this section shall have the meanings as defined in Section 1.1.3.1 of the *Ontario Building Code* where provided and otherwise the meanings which are commonly assigned to them in the context in which they are used in this by-law.

The words defined in this section have the following meaning for the purposes of this by-law.

"ABANDONED SIGN" means a *sign* which no longer identifies or advertises a bona fide business, lesser, service, owner, product, or activity, or for which no legal owner can be found or which the terms of an *Encroachment Agreement With Respect To Signs* has expired or otherwise terminated.

"ANIMATION" means the direction of attention to a *sign* through the movement of one or more parts or through the impression of movement including color changes, flashing lights and *illumination*, which exhibits noticeable changes in light intensity, but excludes digital time and/or temperature information, flags, *banners* or pennants.

"ANIMATED SIGN" means a *sign* that, whether by mechanical and/or electrical means is set in motion, which fixture is an integral part of the construction of said *sign* and shall include any moving or changing image or any animation.

"ARCHITECTURAL FEATURE" means a vertical projection of the building facade that extends above the *roofline* of the building and is an integral part of the building facade and may include an entrance *canopy*.

"AREA OF SIGN" means the area of the rectangle or square within which the face of a *sign* can be completely contained, exclusive of any *supporting structure* or, where a *sign* has more than one face or the face of the *sign* is not flat, the rectangle within which the largest area of the face of the *sign* in profile can be completely contained exclusive of any *supporting structure*.

"AWNING" means a retractable or fixed roof-like hood or shelter constructed of fabric on a rigid frame that projects from the exterior wall of a building over a doorway or window.

"AWNING SIGN" means a *sign* affixed flat to or painted onto the surface of an *awning*.

"BACK-LIT SIGN" means a *sign* illuminated by artificial light source located behind the front face of the *sign*.

"BANNER SIGN" means a *sign* made up of fabric or other flexible material, which is supported by ropes or cables from buildings or other support structures.

"BILLBOARD" means a *sign* that advertises a product or service available, or a business not conducted on the property where it is located.

"BUILDING BY-LAW" means the Township of Matachewan building by-law and amendments thereto, and any subsequent by-laws which may be enacted in substitution thereof.

"BUILDING CODE ACT" means the Building Code Act, S.O. 1992, C25

"BUILDING INSPECTOR" means the person or persons duly appointed from time to time by *Council* to enforce the *Building By-law* and the *Building Code Act*.

"BY-LAW ENFORCEMENT" means a person or persons duly appointed from time to time by *Council* to enforce regulatory by-laws of the Municipality.

"CANOPY" means a non-retractable, solid projection which extends from the wall of a building and includes a structure commonly known as the theatre marquee but does not include normal architectural features such as lintels, sills, or moldings.

"CANOPY, FREESTANDING" means a non-retractable structure completely enclosed overhead, intended to be used for protection against the weather and supported independently of any other building or structure.

"CANOPY SIGN" means a *sign* attached to or constructed in or on a face of a *canopy* but does not include an *under-canopy sign*.

"CHIEF BUILDING OFFICIAL" means the person duly appointed from time to time by *Council* to enforce the *Building Code Act*, the *Ontario Building Code* and the *Building By-law*

"CLEARANCE" means the shortest vertical distance between the underside of a *sign* and *grade*.

"COUNCIL" means the Council of the Township of Matachewan.

"CONSTRUCTION SITE SIGN" means an *incidental sign* erected by an individual or a firm on the premises undergoing construction or a property undergoing subdivision, for which the sign user is advertising or furnishing such items as labor, services, materials or financing.

"COPY" means the wording on a *sign* surface either in permanent or removable letterform.

"DIRECTIONAL SIGN" means a *sign* for the public safety or which provides directional information for the control of vehicular and or pedestrian traffic including entrance and exit signage or loading area signage, and bears no commercial advertising. A *directional sign* may take the form of a *freestanding sign* or a *fascia sign*.

"ELECTION SIGN" means a temporary *sign* to promote the running candidate for public office during the *election campaign period*. An *election sign* may take the form of a *freestanding sign* or a *fascia sign*.

"ELECTION CAMPAIGN PERIOD" means in the case elections for Federal and Provincial politicians, the time period beginning on the day the election is called and ending on the day voting takes place; and in the case of elections for Municipal and School Board politicians, the time period beginning 30 calendar days prior to the day voting is to take place and ending on the day voting takes place.

"ENCROACHMENT AGREEMENT WITH RESPECT TO SIGNS" means a legal contract between the owner of a *sign*, and the Township with respect to the erection, construction or placement of a *sign* on or over Township property, including road allowances.

"FACE OF A SIGN" means the entire area of a *sign* upon which *copy* could be placed on a single plane.

"FACIA SIGN" means a *sign* which in any manner is affixed to any exterior wall of a building or structure, and which does not project from the building or structure wall and does not extend above the parapet, eaves or building facade of the building on which it is located.

"FREESTANDING SIGN" means a *sign*; except a *billboard sign*; independently supported by one or more columns, uprights or braces in or upon the ground that is visibly separated from a building or other structure and permanently fixed to the ground and shall include those *signs* commonly known as pylon *signs* and ground *signs* and inflatable *signs*.

"GRADE" means the elevation of the nearest surface of ground, sidewalk or highway, and for a *sign* completely within private property, *grade* means the average of the finished ground surface within 3.04 meters, (10 feet) of the *sign* in all directions.

"HEIGHT OF THE SIGN" means the vertical distance measured from the highest point of the *sign* to *grade*.

"HIGHWAY FRONTAGE" means the horizontal length of the property line of any site parallel to and along each legally accessible highway, excluding a lane or walkway that it borders.

"HOME OCCUPATION SIGN" means a *sign* for the identification of a home occupation, a home based business or a home profession use as defined and permitted in the Township's *Zoning Bylaw*.

"IDENTIFICATION SIGN" means an *incidental sign*, other than a *Third Party Sign*, which contains a "no advertising" message used to the name, logo, address and number of a building, institution or person, and to the activity carried on, or the occupation of the person in the building or institution.

"ILLUMINATION" means a method of giving forth artificial light, either directly from a source of light incorporated in or connected with a *sign*, or indirectly from an artificial source, so shielded that no direct illumination from it is visible elsewhere than on the *sign* and in the immediate proximity thereof.

"ILLUMINATED SIGN" means a *sign* that incorporates *illumination* by either internal or external incandescent or fluorescent or luminous tubes.

"INCIDENTAL SIGN" means a *sign* less than .93 square meters (10 square feet) in size whose use is incidental to another use. Without limiting the generality of the foregoing, incidental signs normally include street numbers, nameplates, company logos, and direction or identification signs.

"INFLATABLE SIGNS" means a *freestanding sign* that is inflated and may be structurally supported by air pressure within the *sign*.

"LOT LINE" means the boundary line between adjoining properties and or the boundary line between a property and a highway, road, street, avenue, laneway, etc.

"MOBILE SIGN" means any *sign* not securely anchored to a permanent foundation or to a building or which, because of its nature, may be moved and shall include a *sign* printed, painted or affixed to a vehicle, a trailer or variation thereof that does not have current registration, and mechanical certification acceptable to the authority having jurisdiction to be roadworthy, other than a *sign* identifying ownership of a commercial vehicle. *Signs* commonly known as trailer *signs* shall be deemed to be *mobile signs*.

"ONTARIO BUILDING CODE" means O. Reg 403/97 made under the *Building Code Act*. S.O. 1992, c.23 and amendments thereto.

"PAINTED WALL SIGN" means a *sign*, which is painted directly upon any outside surface of a building or other integral part of the building.

"PARK OR RECREATION FACILITY SIGN" means a permanent *sign* which identifies a public park property, neighborhood park, or recreational facility. Information on the *sign* may also advise the public regarding programs or events occurring in the Township.

"PARAPET" means a wall or sloped overhang located at the edge of a roof, which projects above the roof membrane.

"PERMIT TO ERECT A SIGN" means permission or authorization required by this By-law and issued by the *Chief Building Official* to perform work regulated by this By-law.

"PERSON" means a person, firm or corporation.

"PORTABLE SIGN" means any *sign* or advertising device not permanently affixed to a structure or a building; or any *sign* or advertising device resting upon or attached to any movable device, and includes a *sandwich board and V sign*, but shall not include a *sign* attached to a vehicle for the transportation of people, goods or other materials which has current registration and mechanical certification acceptable to the authority having jurisdiction to be roadworthy.

"PROJECTING SIGN" means a *sign* which projects from or wall of a building, but does not include an *awning sign, canopy sign or fascia sign*.

"PROMOTIONAL SIGN" means a temporary *sign* made of cloth, cardboard or like material, the purpose of which is to promote sales campaigns for a period not exceeding 30 days.

"REAL ESTATE SIGN" means a temporary *sign* used exclusively to advertise the sale, lease or rent of the property on which the *sign* is located.

"ROOF LINE" means the intersection of the plane of the outside face of the exterior wall of the building and the plane of the roof of the building except that in the case of a pitched roof with projecting eaves the roof line shall be at the eaves level, and where the building has a parapet or canopy the roof line shall be the line of the top of the parapet or canopy, where such parapet or canopy is continuous at its full height for a minimum of 50 percent of the length of the building perimeter.

"ROOF SIGN" means a *sign* erected upon the roof or on top of the parapet of a building, the entire face of which is situated above the *roofline* of the building to which it is attached.

"SANDWICH BOARD SIGN OR V SIGN" means a *sign* not permanently attached which is set upon the ground and has no external support structure. For the purposes of this by-law such *signs* are deemed to be *portable signs*.

"SIGN, SIGNS or SIGNAGE" means any device, structure, painting, fixture or placard using forms, graphics, symbols, and or written *copy* intended for the primary purpose of identifying, providing directions to, or advertising any establishment, product, goods, services or events.

"SIGN STRUCTURE" means the combination of components necessary to support and keep the *sign* erect, taking into consideration the effects of live and dead loads, and the effects of wind and shall include, but limited to the foundations, above grade framing, fasteners and ancillary support methods.

"SITE" means one or more parcels containing a building or group of buildings separate from one another or joined by party walls, which are devoted to a common use, for example, but not limited to, a shopping mall or an industrial park.

"SITE TRIANGLE" means that area lying within a line running diagonally from the two points located 9.84 meters, (30 feet) from the corner of any lot where the lot corner is adjacent to an intersection of two or more streets, roads, highways or public thoroughfares.

"SHOPPING CENTRE" means a group of retail stores in one or more buildings designed as an integral unit and having a common parking area.

"THIRD PARTY SIGN" means a *sign* which directs attention to a business, profession, activity, commodity, service or entertainment other than one conducted, sold or offered upon the premises where such *sign* is located or within the building to which such *sign* is affixed.

"TOWNSHIP" means the Corporation of the Township of Matachewan.

"TRAFFIC CONTROL DEVICE" means a *sign*, signal, marking or other device placed or erected by the *Township* or Ministry of Transportation to control pedestrian or vehicular traffic.

"TWO (2) SIDED SIGN" means a *sign* on which *copy* is placed on 2 separate planes, which are at a minimum angle of 270 degrees to each other.

"UNDER CANOPY SIGN" means a *sign* which is suspended beneath and attached to a *canopy* or *awning* and includes an under-awning *sign*.

"WALL SURFACE AREA" of a building means the area of the face of a building being the product of the dimensions from *grade* to the *roofline* of the building face, multiplied by the width of the building face.

"WINDOW SIGN" means an animated or non-animated *sign* which is located in or affixed to the inside of a window and which can be viewed from off the property on which the building is located and do not cover more than 50 percent of the area of the window.

"YARD" means the front, side, inside, flank or rear yard setback required by the *Zoning By-law* for the *zone* in which the *sign* is located.

"ZONE" means the various areas into which the *Township* is divided into in accordance with the *Zoning By-law*.

"ZONING BY-LAW" means all current by-laws and amendments thereto and any subsequent by-laws, which may be enacted in substitution, therefore under the Planning Act with respect to land use within the *Township*.

2. GENERAL PROVISIONS

Except as otherwise provided for in this By-law;

No person shall erect, construct or maintain:

1. A *sign* for which a *permit to erect a sign* has not been issued by the municipality.
2. A *sign*, a guy wire, stay, brace or attachment thereto that is attached to or interferes with any utility wires, poles or supports thereof or a *sign* that interferes with any ventilation device.
3. A *sign* that obstructs any fire escape, required exit, window, door opening, or any wall opening intended as a means of egress from a building.
4. A *sign* that interferes with any surface or underground facilities, conduits or lines for water, sewage, gas, electric, or communications equipment.
5. A *sign* attached to a tree or other living vegetation.
6. A *sign* that interferes with any traffic, warning or instructional *signs*.
7. A *sign* not in conformance with the *Ontario Building Code*, the *Building Bylaw* or *Zoning By-law* or good engineering practice.
8. An *illuminated sign* that does not have CSA approval, the approval of the Provincial Electrical Inspector or which incorporates a strobe light.
9. A *sign* that interferes with the movement of vehicular or pedestrian traffic or a traffic control device.
10. An *illuminated sign* that does not have the light source concealed in order to prevent glare or which is directed at or may cause a hazard on any public thoroughfare.
11. A *sign* that is not structurally adequate to withstand the anticipated live and dead loads, and/or the effects of wind to which the *sign* is exposed as determined by the *Chief Building Official* or the *By-law Officer*.
12. A *sign* located on, above or within a highway corridor, road or street allowance or other Township owned land without first entering into an *encroachment agreement with respect to signs* with the Township.
13. A *sign* located within 400 meters from Provincial Highway Nos. 566, 66 West or 65 West without first obtaining any necessary permission from the Provincial Ministry of Transportation.
14. A *sign* that projects over vehicular traffic areas with a minimum clearance above *grade* of less than 4.26 square meters (14 feet).
15. A *sign*, *which* projects over pedestrian sidewalks with a minimum clearance of above *grade* of less than 3.04 meters (10 feet).

16. A *sign* or *signs*, the aggregate area of which exceeds 25 percent of the wall surface area of the wall to which the *sign* or *signs* are affixed unless otherwise permitted elsewhere in this by-law.
17. An *illuminated sign* or an animated or revolving sign in any Residential (R) *zone* or a *sign* that identifies, provides directions to, or advertises any establishment, product, goods, service or event that is not in conformance with the permitted use of the property as established by the *Zoning By-law* or any other municipal by-law or Provincial or Federal government regulation.
18. A *sign* other than a *billboard sign*, which includes a third party advertising message for a business, profession, activity, service, entertainment or commodity for sale not located, offered or carried on within the boundaries of the property on which the *sign* is located.
19. A sign, drawing, notice or other printed material that contains criminal, derogatory, inflammatory or otherwise improper, illogical and/or inappropriate language.

3. PERMITTED SIGNS

No *person* shall construct, erect or maintain a *sign*, or cause a *sign* to be constructed, erected or maintained except those permitted by this Section and in accordance with the provisions and conditions stipulated in this By-law.

The issuance of a Permit to Erect a Sign under this bylaw does not relieve a person of the responsibility of complying with the Ontario Building Code regulations with respect to signs.

Where the use of the land or property is legal non-conforming in relation to the *Zoning By-law*, *signage* is permitted in accordance with the lawful use of the land.

3.1 EXISTING SIGNS

- a. Where a *sign* is existing on the day of passing of this by-law, was erected or constructed in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the municipality, erection and construction of the *sign* shall be deemed to be in compliance with this by-law.
- b. Where a *sign* which is existing on the day of passing of this by-law was not erected or constructed in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the municipality, the *sign* shall be considered to be in contravention of this By-law.
- c. Where a *Billboard Sign* which is existing on the day of passing of this by-law was erected or constructed on private property in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the municipality, the permissions are deemed to terminate on the date of passing of this by-law or the date which any permissions with respect to the *sign* has expired. Such *signs* shall be considered as *abandoned signs*.

d. Where a *Billboard Sign* which is existing on the day of passing of this by-law was erected or constructed on public lands including road allowances in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the municipality, the permissions are deemed to terminate on the date of passing of this by-law or the date which any permissions with respect to the *sign* has expired. Such *signs* shall be considered as *abandoned signs*

e. Where any *Billboard Sign* which is existing on the day of passing of this by-law was not erected or constructed in conformance within the terms of a permission to erect a *sign* issued under the authority of by-laws of the municipality, such *signs* shall be considered as *abandoned signs*.

3.2 AWNING SIGNS

Awning signs are permitted in Commercial (C), Highway Commercial (HC) and Industrial (IC) *zones* as follows:

a. *Signs* and the *supporting structure* thereof are permitted to be erected within any required *yard* of a lot.

b. The maximum *area of sign* is limited to 25 percent of the *wall surface area* to which the *awning* is affixed.

c. The total aggregate *area of sign* of all *Fascia Signs, Painted Wall Signs, Canopy Signs* and *Awning Signs* on a building shall not exceed 25 percent of the *wall surface area* of each wall face of a building facing a street, highway or yard.

d. *Signs* suspended from or below an *awning* are subject to the regulations of *under-canopy signs*.

e. Where a part of an *awning* projects above a building *roofline*, no *signage* shall be located on that portion of the *awning* above the *roofline*.

f. The *sign structure* and the method of attaching or fastening the *sign* to a building shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario

g. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

h. *Signs* are permitted to extend 0.76 meters (2 feet 6 inches) from the wall to which it is attached.

i. *Signs* are permitted to encroach onto public sidewalks up to 0.60 meters (2 feet) subject to the provisions found elsewhere in this by-law provided the owner has entered into an *encroachment agreement with respect to signs* with the Municipality.

3.3 BANNER SIGNS

Banner signs are permitted in the all *zones* other than Residential (R) as follows

- a. The *sign* must promote a community related event such as festivals, fairs, etc that are sanctioned by, or affiliated with the *Township*.
- b. The *sign* may be affixed to any building face facing a street, highway or *yard*.
- c. The *area of sign* shall not exceed 5.95 square meters, (64 square feet).
- d. The maximum height shall not exceed 1.21 meters (4 feet).
- e. The *sign* shall only be erected for a maximum 45-day period prior to the event and must be removed within 7 days after the event has ended.
- f. The *sign* must conform to all other requirements found elsewhere in this by-law.
- g. The *sign structure* and the method of affixing the *sign* to a building shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario
- i. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.
- j. *Signs* are permitted to encroach onto and over pedestrian sidewalks, or vehicular traffic areas subject to the provisions found elsewhere in this by-law and provided the owner has entered into an *encroachment agreement with respect to signs* with the Township.

3.4 BILLBOARD SIGNS

Billboard signs are permitted in all *zones* with the exception of Residential (R) *zones*, and on Township property including road allowances, subject to the *person* entering into an *encroachment agreement with respect to signs* with the Township. All *Billboard signs* shall conform to the following:

- a. The *copy* on the billboard *sign* shall not promote violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability.
- b. The maximum *area of sign* shall not exceed 55.74 square meters (600 square feet).

- c. The *Billboard sign* shall not be located within 91.44 meters (300 feet) horizontal distance of a Residential (R) zone.
- d. The *Billboard sign* shall not be located within 91.44 meters (300 feet) horizontal distance of another *Billboard sign* per direction. In situations where a *Billboard sign* has been erected to be viewed on the left hand side of the roadway by a motorist, no additional *Billboard signs* are permitted on the opposite side of the roadway within the horizontal distance calculation.
- e. No part of a *Billboard sign* shall be situated closer to a front yard lot line than the front of nearest building within 60.96 meters (200 feet), or a line drawn between building fronts when located between two buildings.
- f. The setback distances for *Billboard signs* erected within 400 meters of Provincial Highways shall be as established by the Ministry of Transportation.
- g. The setback distances for *Billboard signs* and their supporting structure from the nearest edge of the traveled portion of a roadway or highway that is not a Provincial Highway are, a minimum of 6.09 meters (20 feet) for *Billboard signs* with an *area of sign* up to 2.97 square metres (32 square feet), 9.14 metres (30 feet) for *Billboard signs* with an *area of sign* up to 13.93 square metres (150 square feet), and a minimum of 18.28 metres (60 feet) for *Billboard signs* with an *area of sign* exceeding 13.93 square metres (150 square feet).
- h. A *Billboard sign* may be not located in any required side or rear setback.
- i. No *Billboard sign* shall be erected within 15.24 metres (50 feet) of the limit of a roadway, highway or railway that intersects a roadway or highway at *grade*, that is not a Provincial Highway.
- j. No *Billboard sign* may be affixed to a fence or be made to form part of a building.
- k. The maximum height of a *sign* shall be 7.62 metres (25 feet) above *grade*, or the height of the *roofline* of the nearest building within 60.96 metres (200 feet), whichever is the lesser.
- l. The *sign* structure shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- m. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional.

3.5 CANOPY SIGNS

Canopy signs are permitted in the Commercial (C), Highway Commercial (HC) and Industrial (I) zones as follows;

- a. The maximum *area of sign* shall be 25 percent of the *wall surface area* of the face of the building to which the *canopy* is attached.

- b. The total aggregate *area of sign* for all *Fascia signs*, *Painted wall signs*, *Canopy signs* and *Awning signs* on a building shall not exceed 25 percent of the *wall surface area* of each wall face of a building facing a street, highway or yard.
- c. No *canopy sign* shall extend or project above the upper edge of a *canopy* or marquee by more than 0.60 metres (2 feet) and in no case may it project above the *roofline* of a building.
- d. The length of the *canopy sign* shall not be greater than the length of the *canopy*.
- e. Notwithstanding (b) and (c), freestanding canopies are permitted to have *signage* on all sides except that no *sign* shall project above the upper edge or be greater in length than the length of the *canopy* and the vertical dimension shall not exceed 1.52 metres (5 feet).
- f. The *sign structure* and the method of affixing the *sign* to a building shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario
- g. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.6 FACIA SIGNS

3.6.1 *Fascia signs* are permitted in Residential (R) *zones* as follows without obtaining a *Permit to Erect a Sign*, as follows:

- a. One "*Identification sign*" per lot with respect to a legal home based business, home occupation or home profession.
- b. No *Fascia sign* permitted on lot were a *freestanding sign* is erected.
- c. Maximum area of 0.93 square metres (10 square feet).
- d. No part of a *sign* shall project beyond the end of the wall to which it is affixed.
- e. No illumination of *sign* permitted.
- f. The *sign* cannot detract from the residential character of the neighborhood.

3.6.2 *Fascia signs* are permitted in all *zones* other than Residential (R) *zones* as follows.

- a. *Fascia signs* shall be permitted for each business in a building on every wall of a building facing a street, highway or yard.
- b. The total *area of sign* shall not exceed 25 percent of the *wall surface area* of the face of the building to which it is affixed.

- c. The total aggregate *area of sign* for all *Fascia signs, Painted wall signs, Canopy signs* and *Awning signs* on a building shall not exceed 25 percent of the *wall surface area* of each wall face of a building facing a street, highway or yard.
- d. No part of a *sign* shall project beyond a corner of the wall to which it is affixed.
- e. *Fascia signs* located on a lot adjacent to a residential *zone* shall be not be illuminated in a manner which is visible from the residential *zone*.
- f. Signage located on an architectural feature on the facade of the building may project a maximum of 1.21 metres (4 feet) above the *roofline* of the building.
- g.. The *sign structure* and the method of attaching the *sign* and the *sign structure* to a building shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- h. Unless otherwise required buy the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.7 FREESTANDING SIGNS

3.7.1 *Freestanding signs* are not permitted in Residential (R) *zones* without obtaining a *Permit to Erect a Sign* as follows:

- a. One *Identification sign* per lot with respect to a legal home based business, home occupation or home profession.
- b. No *Freestanding sign* permitted on the same lot that a *Fascia sign* is erected.
- c. The maximum *area of sign* shall not exceed 0.93 square metres (10 square feet) or 0.93 square metres (10 square feet) per side for a *two (2) sided sign*.
- d. No illumination of *signs* permitted
- e. The *sign* cannot detract from the residential character of the neighborhood.
- f. No part of the *sign* or its *supporting structure* shall be located closer than 3.04 metres (10 feet) from any front, rear, inside, outside or flank lot line.
- g. No part of the *sign* or its *supporting structure* shall be located within the *site triangle*.

3.7.2 *Freestanding signs* are permitted in all *zones* other than Residential (R) *zones* as follows:

- a. The maximum *area of sign* shall not exceed 14.86 square metres (160 square feet) for a one sided *sign*, or 14.86 square metres (160 square feet) per side for a *two (2) sided sign* (inclusive of the area of any promotional and gas price *signs* permitted elsewhere in this by-law).

- b. Notwithstanding 3.7.2 a. above, *signs* for shopping centers having a gross floor area exceeding 1858 square metres (20,000 square feet) are permitted to have an *area of sign* not to exceed 0.09 square metres (1 square foot) for each 0.30 metres (1 foot) of highway frontage to a maximum of 29.73 square metres (320 square feet) for a one sided sign, or to a maximum of 29.73 square metres (320 square feet) per side for a *two (2) sided sign*.
- c. The maximum height above *grade* shall not exceed 9.14 metres (30 feet).
- d. Notwithstanding 3.7. 2c above., *signs* for shopping centers having a gross floor area exceeding 1858 square metres (20,000 square feet) are permitted to a maximum height above *grade* of 12.19 metres (40 feet).
- e. Not more than one *Freestanding sign* shall be permitted adjacent to each highway frontage of a lot, and in no case shall more than three (3) *Freestanding signs* be permitted per lot or shopping centre. Each *sign* shall be located adjacent to the allowing highway frontage.
- f. Where 2 or more signs are permitted on a lot, the *signs* must be separated by a distance of not less than 12.19 metres (40 feet).
- g. A sign may be located in any *yard* that is required by the *zoning by-law* provided no part of the *sign* or *supporting structure* thereof extends across a lot line.
- h. No part of the *sign* or its *supporting structure* shall be located within the *site triangle*.
- i. The *sign structure* and the method of affixing the *sign* to the *sign structure* shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- j. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.8 PAINTED WALL SIGNS

Painted wall signs shall be permitted in all *zones* with the exception of Residential (R) *zones* as follows:

- a. *Signs* may be permitted on every wall of a building, which faces a street, highway or parking lot on the same lot.
- b. The maximum *area of sign* shall not exceed 25 percent of the *wall surface area* of each wall face of a building, which faces a street, highway or parking lot on the same lot.
- c. The aggregate area of all *Painted wall signs*, *Fascia signs*, *Awning signs* and *Canopy signs* on a building shall not exceed 25 percent of the *wall surface area* of each wall face of a building which faces a street, highway or parking lot on the same lot.

3.9 PORTABLE SIGNS

Portable signs shall be permitted in all *zones* with the exception of Residential (R) *zones* as follows:

- a. One *sign* per business shall be permitted on a lot.
- b. The *sign* shall be located entirely on the *person's* property and shall not encroach onto public sidewalks or road allowances.
- c. The *area of sign* shall not exceed 2.97 square metres (32 square feet) for a one sided *sign* or 2.97 square metres (32 square feet) per side for a *two (2) sided sign*.
- d. The maximum height of a *portable sign* or its supporting structure above *grade* shall not exceed 2.43 metres (8 feet).
- e. The *sign* may be located in any *yard* that is required by the *zoning by-law*.
- f. No part of the *sign* or its *supporting structure* shall be located within the *site triangle of an intersection*.
- g. *No portable sign* shall be illuminated or electrified.
- h. The *sign* shall be securely anchored to the ground by mechanical means so as to resist anticipated wind loads.
- i. The *sign structure* and the anchorage thereof, and the method of affixing the *sign* to the *sign structure* shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- j. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.10 PROJECTING SIGNS

Projecting Signs are permitted in all *zones* other than Residential (R) *zones* as follows:

- a. One *sign* shall be permitted for each legal business within a building.
- b. The maximum *area of sign* shall not exceed 2.97 square metres (32 square feet) for a one sided sign or 2.97 square metres (32 square feet) per side for a *two (2) sided sign*.
- c. A sign and its *supporting structure* may project 0.3 metres (1 foot) out from the building face for each 0.91 metres (3 feet) that each end of the *sign* is located back from the end of the building face, to a maximum of 2.43 metres (8 feet). If the setback at each end of the *sign* is not of equal, the shortest dimension shall be used to calculate the projection.

- d. A *sign* is permitted to extend into any *yard* requirement by the *zoning by-law*.
- e. *Signs* are permitted to encroach over public sidewalks up to 1.21 metres (4 feet) subject to the provisions found elsewhere in this by-law and provided the owner has entered into an *encroachment agreement with respect to signs* with the Township.
- f. The *sign structure* and the method of attaching the *sign structure* to the building and affixing the *sign* to the *sign structure* shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- g. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.11 ROOF SIGNS

Roof signs are permitted in the all zones other than Residential (R) *zones* as follows:

- a. One *sign* shall be permitted for each legal business within a building.
- b. The maximum *area of sign* shall 9.29 square metres (100 square feet) per side for a one sided *sign* and 9.29 square metres (100 square feet) per side for a *two (2) sided sign*.
- c. The maximum height above the *roofline* shall be 1.82 meters (6 feet).
- d. The *sign structure* and the method of attaching the *sign structure* to the building and affixing the *sign* to the *sign structure* shall be designed by an Architect or Professional Engineer licensed in the Province of Ontario.
- f. Unless otherwise required by the *Ontario Building Code*, the *Chief Building Official* may waive the requirements for design by an Architect or Professional Engineer.

3.12 UNDER CANOPY SIGNS

Under Canopy signs are permitted in all *zones* other than Residential (R) *zones* as follows:

- a. The maximum height of a *sign* is one 0.3 metres (1 foot).
- b. The *sign* shall not be longer than the length of canopy.
- c. The *area of sign* shall not exceed 25% off the *wall surface area* of the building face and shall be included in the *area of sign* of the *Canopy or Awning* to which it is attached.
- d. *Signs* attached to the ends of a *canopy* shall be included in the aggregate area of the building face to which the *canopy* extends from.

4. PERMIT EXEMPTIONS

Subject to all other provisions of this By-law and notwithstanding Sections 2 of this bylaw the following *signs* may erected without obtaining a *Permit to Erect a Sign* as follows:

1. In Residential (R) *zones*, one *real estate sign*, provided the *area of sign* shall not exceed 1.49 square metres (16 square feet) for a one sided *sign*, or 2.97 metres (32 square feet) for a *two (2) sided sign*, and the *sign* is removed within 7 days after the sale, rental or lease has been accomplished.
2. In all zones other than Residential (R) *zones* one *real estate sign* provided the *area of sign* shall not exceed 2.97 square metres (32 square feet) for a one sided *sign*, or 5.95 square metres (64 square feet) for a *two (2) sided sign*, and it is removed within 7 days after the sale, rental or lease has been accomplished.
3. One *construction site sign* per construction project provided the *area of sign* does not exceed 2.97 square metres (32 square feet) for a one sided *sign*, or 2.97 square metres (32 square feet) per side for a *two (2) sided sign* and the *sign* shall be erected no more than 14 days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed 5 days after completion of construction and prior to occupancy.
4. *Signs* located within the interior of any building or within an enclosed lobby or court of any building, and *signs* for and located within the inner or outer lobby, court or entrance of any theatre, that are not visible from the public right-of-way. This does not, however, exempt such *signs* from the structural, electrical or material specifications as set out in this By-law, the *Ontario Building Code* or other applicable law.
5. All *signs* erected or constructed by the *Township* on *Township* owned property, including parklands, road allowances or facilities including municipal buildings bus shelters, and garbage/recycling containers provided the *sign* is in conformance with all other sections of this by-law and shall include *park or recreation facility signs*.
6. *Banner signs* erected or constructed in conformance with Sec 3.3 of this bylaw on Township or private owned property.
7. *Election signs* erected or constructed on private property and or on public property, including road allowances on behalf of candidates for public office during an *election campaign period*. The *election signs* shall be removed within 3 calendar days following the *election campaign period*. Such *signs* shall be securely affixed to the ground, and must not create a hazard or obstruction to pedestrian or vehicular traffic.
8. *Election signs* may be erected or constructed on candidate's campaign offices located on private property during the period commencing 90 calendar days prior to the election day and shall be removed within 3 calendar days following the *election campaign period* and must be in conformance with all other requirements of this bylaw.

9. *Signs* which provide direction and are located entirely on the property to which they pertain and do not in any way advertise a business, *signs* identifying rest rooms, public telephones, walkways, or *signs* providing direction such as parking lot entrance and exit *signs* and those of similar nature. Such *signs* shall not exceed 0.74 square metres (8 square feet) in area or 1.52 metres (5 feet in height). *Directional signs* may include the name and/or logo of a company but such information shall be limited to a maximum area of 25 percent of the *sign*. Only one *directional sign* is permitted for each entrance/exit to or from a parcel and must be located adjacent to the entrance/exit.

10. *Signs*, masonry walls, landscaping and other similar materials or features may be combined to form a display for neighbourhood or tract identification, provided that the legend of such *sign* or display shall consist only of the neighbourhood or tract name.

11. *Portable signs* in otherwise in conformance section with section 3.8 of this by-law with a *area of sign* not exceeding of 0.56 square metres (6 square feet) for a one sided *sign* and 0.56 square metres (6 square feet) per side for a *two (2) sided sign*.

12. *Window signs* meeting the definition found in this by-law. *Signs* not in conformance with the definition, shall be considered as a *Fascia signs*.

13. Gasoline price *signs*, not already incorporated in permitted *Freestanding signs*, provided such *signs* are non-illuminated and that the total area of all such *signs* on a site is less than 1.49 square metres (16 square feet) for one sided *sign* and 1.49 square metres (16 square feet) per side for a *two (2) sided sign*. The area of such gasoline price *signs* shall be included in the calculation of the maximum allowable area of *Freestanding signage* on a site.

14. Routine maintenance and repairs to a legal *sign* shall not require a permit provided there is no change to the structural design or the *area of sign*. *Copy* on a legal *sign* may be altered or changed provided the new *copy* is on conformance with all other sections of this by-law.

5. PERMITS AND APPROVALS

Except as provided elsewhere in this by-law:

No person shall commence or carry out the erection, construction, placing, structural alteration or relocation of a *sign* without first obtaining and holding a valid *Permit to Erect a Sign* pursuant to this By-law. Applications for a *Permit to Erect a Sign* shall be submitted to the *Chief Building Official* and shall contain or have attached thereto the following information:

1. The names, addresses and telephone numbers of the *person* making application, the owner of the property on which the *sign* is to be erected or affixed, the owner of the *sign*, and the person to be erecting or affixing the *sign*.
2. The address and legal description of the building, structure or lot on which the *sign* is to be erected or affixed.

3. A site plan of the property involved, showing accurate placement thereon of the proposed *sign*.
4. Two copies of the design drawings of the *sign* and its *supporting structure*. The drawings shall bear the wet seal and original signature of the P. Eng or Architect providing the design where required by this by-law.
5. If the applicant is not the owner of the property, the written consent of the owner of the building, structure or property on which the *sign* is to be erected or affixed.
6. Such other information as the *Chief Building Official* may require to determine full compliance with this, and other applicable law.
7. Payment to the Township of fees as set out in Appendix 3 of this by-law.

Upon the filing of an application for a *Permit to Erect a Sign*, the *Chief Building Official* shall examine the plans, specifications and other submitted data and the premises upon which the sign is proposed to be erected or affixed. If it appears that the proposed *sign* is in compliance with all the requirements of this By-law and other applicable law, the *Chief Building Official* shall issue a *Permit to Erect a Sign* for the proposed *sign*.

If the work authorized under a *Permit to Erect a Sign* has not been completed within 90 days after the date of issuance, the *Permit to Erect a Sign* shall become null and void unless otherwise extended by the *Chief Building Official* for a single additional 90-day period.

6. ABANDONED SIGNS

Except as otherwise provided in this By-law, any *sign* which pertains to a time, event business or purpose which no longer applies or no longer fulfills its function under the terms of a permissions to erect a *sign* issued under the authority of by-laws of the Township, or this by-law, shall be deemed to be an *abandoned sign*.

The *Chief Building Official* or the *By-Law Enforcement Officer* may order the removal of an *abandoned sign* by giving written notice to the property owner who shall remove the *sign* and related *sign structure* within 30 days of the date of the notice of removal. The property owner shall bear all costs related to such removal. If such actions are not completed in the times prescribed the notice the given by The *Chief Building Official* or the *By-Law Enforcement Officer*, the Township may remove the *signs* and collect the costs in like manner as taxes.

7. OFFENCES

No person shall erect, construct, place, display, rebuild, reconstruct, alter, maintain or move or cause, suffer or permit the erecting, placing, construction, displaying, rebuilding, reconstructing, altering, maintaining or moving of any *sign* contrary to the provisions of this Bylaw.

8. PENALTIES

Every person who contravenes or violates any of the provisions of this By-law, or who causes, suffers, or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law, or who neglects or refrains from doing anything required to be done by any of the provisions of this By-law, or who carries out or who suffers, causes or permits to be carried out any development in a manner prohibited by or contrary to any of the provisions of this By-law, or who fails to comply with any order, direction or notice given under this By-law, is guilty of an offence and is subject to a fine recoverable under the Provincial Offences Act.

9. INSPECTION

The Chief Building Official for the Township of Matachewan is hereby authorized to enter, at all reasonable times upon any property or premises subject to this By-law to ascertain whether the requirements of this By-law are being or have been complied with.

Schedules

Appendix 1 - *"Application to a Erect Sign"*

Appendix 2 - *"Permit to Erect Sign"*

Appendix 3 - *"Sign Permit Fee Schedule"*

Appendix 4 - *"Encroachment Agreement With Respect To Signs"*

Box 177, 1 Moyneur Ave.
Matachewan, ON P0K 1M0
(705) 565-2274

APPLICATION FOR A PERMIT TO ERECT A SIGN

| For use by Principal Authority | |
|--------------------------------|-------------------------------|
| Application number: | Permit number (if different): |
| Date received: | Roll number: |

| A. Project information | | | | |
|--|---------------|--|-----------------------------|----------|
| Building number, street name | | | Unit number | Lot/con. |
| Municipality | Postal code | Plan number/other description | | |
| Project value est. \$ | | Area of work (m ²) | | |
| p. Applicant | Applicant is: | Owner or | ? Authorized agent of owner | |
| Last name | First name | Corporation or partnership | | |
| Street address | | | Unit number | Lot/con. |
| Municipality | Postal code | Province | E-mail | |
| Telephone number () | Fax () | Cell number () | | |
| C. Owner (if different from applicant) | | | | |
| Last name | First name | Corporation or partnership | | |
| Street address | | | Unit number | Lot/con. |
| Municipality | Postal code | Province | E-mail | |
| Telephone number () | Fax () | Cell number () | | |
| D. Builder (optional) | | | | |
| Last name | First name | Corporation or partnership (if applicable) | | |
| | | | | |
| | | | | |

| | | |
|--|--|--|
| | | |
|--|--|--|

? Erection of New Sign _____
Description of Sign

? Modifications to Existing Sign

F. Attachments

- i. Attach a site plans illustrating the dimensions of the parcel of land on which it is proposed to erect the sign. Indicate the location and dimensions of all existing signage and buildings, and the dimensions of the proposed sign. Indicate the use of property (Zoning) and of adjoining properties, and the location of adjoining highways, roads and pedestrian sidewalks etc.
- ii. Attach types and quantities of plans and specifications for the proposed construction that are prescribed by the sign by-law, and the Ontario Building Code.

| | | |
|--|------------------------|-------|
| Declaration of applicant | | |
| 1. I | certify that: | |
| (print name) The information contained in this application, the attached schedules, plans, specifications and other documentation is true to the best of my knowledge. 2. I have authority to bind the corporation or partnership (if applicable). | | |
| Date | Signature of applicant | |

H. Declaration of owner

I _____ certify that:
(print name)

- 1. I am the legal owner of the property described on this application, and
- 2.1 have authority to bind the corporation or partnership (if applicable), and
- 3.1 hereby authorize _____ to act as my agent with respect to this application for a sign permit.

Date _____

Signature of applicant _____

The personal information on this application was collected pursuant to By-law No. 2007-15 and forms part of a public record open to inspection by any person upon request at the office of the clerk during normal office hours. See the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s. 14(1) (c).

Box 177, 1 Moyneur Ave.
Matachewan, ON P0K 1M0
(705) 565-2274

PERMIT TO ERECT A SIGN

Permit No. _____ Roll No. 5456 _____

Date Issued _____
dd / mm / yyyy

Issued by: **TOWNSHIP OF MATACHEWAN**
705-565-2274

Phone No.

| | | | |
|--|-------------|---------------------------|------|
| Issued to (owner's name) | | Address | |
| Contractor's Name | | Address | |
| Description of Sign To Be Erected. | | | |
| Main permitted use of building or Lot | | Zone | |
| Street & No. on the | | side, between | |
| Lot No. | Plan No. | Value of Sign Permit Fee: | |
| Sign Width | Sign Length | Sign Height | |
| Set Backs | | | Rear |
| Side Yard: | Side Yard: | Front Yard: | |
| Note: The issuance of a <i>Permit to Erect A Sign</i> under this bylaw does not relieve a <i>person</i> of the responsibility of complying with other agency requirements with respect to <i>signs</i> or the responsibility of complying with the <i>Ontario Building Code</i> regulations with respect to signs. | | | |

Remarks:

Issued by:

The personal information on this permit was collected pursuant to By-law No. 2007-15 and forms part of a public record open to inspection by any person upon request at the office of the clerk during normal office hours. See the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s. 14(1) (c).

Notices of Inspections:

Readiness to construct footings.

Substantial completion of footings and foundations prior to commencement of backfill.

Substantial completion of the erection of the sign and supporting structure.

**This is Appendix "3" to Schedule "A" of
By-law No. 2007-15 with Respect To Fees**

For A Permit to Erect a Sign

And

With Respect to

"Encroachment Agreements with Respect to Signs"

| <u>Type of Sign</u> | <u>Fee Payable</u> |
|--|--|
| A Permit to erect a <i>Fascia Sign, Painted V Sign, Canopy Sign, Under Canopy Sign or Banner Sign.</i> | Five dollars (\$5.00) per one thousand dollars (\$1,000.00) or portion thereof of the valuation of the <i>sign</i> and it's supporting structure (including cost of installation), or a minimum of Fifty dollars (\$50.00) |
| 2. A Permit to erect an <i>Awning Sign, a Free Standing Sign, a Bill Board Sign, a Projecting Sign or a Roof Sign.</i> | Seven dollars and fifty cents (\$7.50) per thousand dollars (\$1000.00) or portion thereof of the cost of valuation of the construction or a minimum of Seventy-Five (\$75.00) |
| Annual Fee with respect to placement of a sign on Township property (<i>Encroachment Agreement with respect to signs</i>). | One Hundred dollars (\$100.00) per agreement including road allowance. |

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

ENCROACHMENT AGREEMENT WITH RESPECT TO SIGNS

THIS AGREEMENT DATED this _____ day of _____, 200_, is

BETWEEN:

THE TOWNSHIP OF MATACHEWAN
(Hereinafter referred to as the "Township")

AND:

APPLICANT

- a. The Applicant has requested permission from the Township to encroach upon lands adjacent to the Land which the Municipality possesses for the benefit of the public; and
- b. The Township may, by by-law, regulate the use of highways and public places and establish terms and conditions according to which a person may encumber or construct on a highway or public place; and
- c. The Township has enacted a Sign By-law No. 2007-15 authorizing the encroachment onto highways and public place in the Township on the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, the sum of Two (\$2.00) Dollars now paid by the Applicant to the Township, the receipt of which is hereby acknowledged by the Township, the parties agree as follows:

Permission to Encroach - The Township hereby grants to the Applicant permission to encroach upon the portion of the land in the Township, which is shown outlined in heavy black line on the sketch attached as Schedule "A" to this Agreement (the "Encroachment Area") for the sole purpose of:

_____ (the "Encroachment").

Fee For Use - The Applicant agrees to pay to the Township, upon execution of this Agreement an Annual Fee as established in Appendix "3" to Schedule "A" of By-law No. 2007-15.

Term - This agreement shall be for a term of _____ (_____) years, commencing on _____ 20 ____ and terminating on _____ , 20 _____ (the "Term")

Acknowledgement of Highway or Public Place - The Applicant acknowledges and agrees that the Encroachment Area is a highway or a public place and that the Township has limited power to authorize the private use of highways and public places. The Applicant further acknowledges and agrees that any rights granted by the Township to the Applicant by this agreement are not exclusive and are subject to the public's right to pass and re-pass and that the Township has full authority pursuant to this Agreement to require the removal of the Encroachment form the Encroachment Area, at any time, without notice and without compensation to the Owner.

Construction and Maintenance - Prior to constructing the Encroachment, the Applicant shall provide to the Township detailed plans and specifications showing the intended location of the construction of the Encroachment.

The Applicant shall at all times keep and maintain the Encroachment and the Encroachment Area in good and sufficient repair to the satisfaction of the Township.

Notwithstanding prior approval of any work, the Applicant shall give written notice to the Township of its intention to perform any construction, maintenance or repairs to the Encroachment not less than three (3) clear days before the beginning of such work unless otherwise authorized in writing by the Township.

The Applicant shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, operation, maintenance or repairs of the Encroachment, and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as will give reasonable warning and protection to members of the public.

Except as expressly authorized in writing by the Township, the Encroachment shall be constructed in such a manner as not to interfere with any existing Township utilities located in the highway. In the event that the Applicant is authorized to interfere with existing Township utilities in or in the vicinity of the Encroachment Area, the Applicant shall, upon written notice by the Township, reimburse the Township for all sums expended by the Township in altering such Township utilities, as requested, as determined in the sole discretion of the Township.

The Applicant shall provide, if requested by the Township, as-built plans of the Encroachment with one (1) month of completion of its construction.

Relocation - If any highway or public place under, on or above which any part of the Encroachment is constructed is required for the installation of Township utilities or other highway or public purposes such that the removal or relocation of the Encroachment or a portion of the Encroachment, is in the opinion of the Township, required, the Township may give the Applicant notice and the Applicant shall forthwith after receipt of such notice remove or relocate the Encroachment or the portion of the Encroachment affected, all at the sole expense of the Applicant.

Township May Enter - The Township by its authorized agents or employees shall have the right at any and all times to enter into and upon the Encroachment Area for the purpose of constructing, maintaining and inspecting or removing any public works or utilities.

Indemnification - The Applicant shall indemnify and save harmless the Township from and against all actions, proceedings, claims and demands by any person and shall reimburse the Township for all damages and expenses caused or contributed to by the negligence or other default of the Applicant in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, operation, maintenance and repair of the Encroachment.

Notice - Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand or shall be deemed to be received upon the day of delivery.

15. Insurance - The Applicant covenants and agrees with the Township that the Applicant shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Applicant, its employees and agents in the amount of not less than One Million (\$1,000,000.00) Dollars per occurrence, all inclusive, and the insurance policy shall:

- (a) name the Township as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in Ontario;
- (c) state that the policy:
 - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
 - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the Township;
- (d) be maintained for a period ending twelve months after this Agreement is terminated, and
- (e) not include any deductible amount greater than Five Thousand (\$5,000.00) Dollars per occurrence.

Copies of Policies - The Applicant shall provide the Township with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy.

Replacement Insurance - In the event the Applicant fails to maintain insurance as required by this Agreement, the Township in its sole discretion may, after seven (7) days' notice to the Applicant, obtain such insurance in whole or in part. If the Township obtains such insurance, the Applicant shall reimburse the Township for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the Township.

Survival of Terms - The indemnification, release and insurance obligations of the Applicant under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.

Termination - The Applicant understands and agrees that the Township may at any time, in its sole discretion, withdraw the rights it has granted herein to the Applicant by giving five (5) days notice to the Applicant in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Applicant shall, at its own expense, within such time as may be specified by the Township, remove the Encroachment and fill up the excavation made, constructed or maintained with respect to it, and otherwise restore the Encroachment Area to its original state to the satisfaction of the Township.

Removal of Fixtures and Chattels - If the Applicant fails to clear the Encroachment Area as required under this Agreement, the Township and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area. The Township may apply the Deposit or part of it to the cost of such removal and any deficiency will be a debt due and owing to the Township by the Owner upon receipt by the Owner of the Township's invoice for the deficiency.

Release - The Owner releases and forever discharges the Township from all manner of claims of any nature whatsoever which may arise by reason of an act or omission of the Township pursuant to this Agreement.

Compensation - Notwithstanding any provision of this Agreement, the Applicant shall not be entitled to compensation for injuries, affection or disturbance resulting in any way from the removal of the Encroachment and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Encroachment or by reason of the termination of the Agreement.

Interest in Land - This Agreement grants no interest in land in the Encroachment Area to the Owner.

Waiver - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

Interpretation - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.

References - Every reference to each party is deemed to include their heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

Ensurement - This Agreement shall ensure to the benefit of and be binding on the parties and their respective successors and assigns.

Severance - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Assignment - The Applicant shall not be entitled to transfer or assign this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Encroachment Area, without the written consent of the Township. Prior to transferring, assigning, giving or in any way alienating the Encroachment Area, the Applicant shall advise the prospective transferee of the existence of this Agreement and, as a condition of the transfer, cause the transferee to become a party to this Agreement in place of the Applicant.

Entire Agreement - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

Time of Essence - Time is of the essence of this Agreement.

Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

The **CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**
by its authorized signatory:

Name:

Signed, Sealed and Delivered by The Applicant in the presence of:

Witness:

Name:

Address: