

Corporation of the City of Temiskaming Shores

By-law No. 2018-024

**Being a by-law to regulate Signs and to repeal
all previous by-laws and amendments**

Whereas the Municipal Act S.O. 2001, Section 11 (3), 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, C25 as amended establishes 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;

And whereas section 398 (2) of the Municipal Act, 2001 provides that the treasurer of a local municipality may add fees and charges imposed by the municipality to the tax roll and collect them in the same manner as taxes;

And whereas Council considered Administrative Report No. CS-039-2017 at the November 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for the regulation of signage in the City of Temiskaming Shores for consideration at the February 20, 2018 Regular Council meeting;

And whereas a public meeting was held at the December 5, 2017 Regular Council meeting resulting in consideration of Administrative Report CS-003-2018 at the February 6, 2018 Regular Council meeting acknowledging and approving the modifications to the proposed Sign By-law and directed staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 20, 2018 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law;

1. That Council adopts a by-law to regulate signs in the City of Temiskaming Shores, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That By-law No. 2007-019, as amended is hereby repealed.
4. That the Municipal Clerk or his/her designate is hereby granted signing authority to act on the City's behalf with regards to entering into encroachment agreements with respect to signs, pursuant to this bylaw.

5. That the Clerk of the City of Temiskaming Shores 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 passed this 20th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2018-024
Sign By-law

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 1.4.1.2 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.

- 1.1 **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;
- 1.2 **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;
- 1.3 **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;
- 1.4 **Billboard** means a *sign* that advertises a product or service available, or a business not conducted on the property where it is located;
- 1.5 **Building By-law** means the City of Temiskaming Shore By-law 2005-066 and amendments thereto, and any subsequent by-laws which may be enacted in substitution thereof;
- 1.6 **Building Code Act** means the Building Code Act, S.O. 1992, C23;
- 1.7 **By-law Enforcement Officer** means a person or persons duly appointed from time to time by *Council* to enforce regulatory by-laws of the Municipality;
- 1.8 **Candelas per square metre (cd/m²)** means a photometric measure of the luminous (intensity of light) per unit area of light travelling in a given direction from a sign;
- 1.9 **City** means the City of Temiskaming Shores;
- 1.10 **Council** means the Council of the City of Temiskaming Shores;
- 1.11 **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;

- 1.12 Election Sign** means a temporary *sign* to promote the running candidate for public office during the *election campaign period*;
- 1.13 Encroachment Agreement** means a legal contract between the owner (applicant) of a *sign*, and the City with respect to the erection, construction or placement of a *sign* on or over City property, including road allowances;
- 1.14 Height of the Sign** means the vertical distance measured from the highest point of the *sign* to *grade*;
- 1.15 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;
- 1.16 No Parking here to Corner Sign** means any sign erected in accordance with the City Traffic By-law to restrict parking within certain distances of the intersection of 2 or more streets, roads, highways or public thoroughfares;
- 1.17 Ontario Building Code** means O. Reg. 332/12 made under the *Building Code Act*. S.O. 1992, c.23 and amendments thereto;
- 1.18 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 *City*;
- 1.19 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;
- 1.20 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*;
- 1.21 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;
- 1.22 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;
- 1.23 Site Triangle** means that area lying within the triangle bounded by a line running from two points located 9 meters (29.52 feet) from the corner of any lot (being the hypotenuse of the triangle), and the lines from those two points to the same corner of the lot, where the lot corner is adjacent to an intersection of two or more streets, roads, highways or public thoroughfares.

1.24 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 *City* of Temiskaming Shores;

Part 2 – General Provisions

Except as otherwise provided for in this By-law;

No person shall erect, construct or maintain:

1. A sign, a guy wire, stay, brace or attachment thereto that is attached to or interferes with any utility wires, poles or supports thereof;
2. A sign that obstructs the means of egress from any building;
3. A sign where any part of the sign or the sign structure is located within the site triangle of an intersection.
4. A sign that interferes with any surface or underground facilities, conduits or lines for water, sewage, gas, electricity, 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 that promotes violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability;
8. An illuminated sign that incorporates a strobe light;
9. A sign that interferes with or obstructs the movement of vehicle traffic, maintenance equipment or interferes with or obstructs the free movement of pedestrians or persons in wheelchairs or like conveyances located on or adjacent to public sidewalks, streets or road allowances;
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 located on or within a highway corridor, a public sidewalk, street or road allowance, or other City owned land without first entering into an encroachment agreement with respect to signs with the City;
12. Notwithstanding the requirement of this subsection, the requirements for entering into an encroachment agreement with respect to signs does not apply where the

- sign promotes or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores;
13. A sign located within 400 meters from Provincial Highways No. 11, 11B, 65 East, 65 West, 567, or 558 without first obtaining any necessary permission from the Provincial Ministry of Transportation;
 14. A sign which projects over vehicular traffic areas with a minimum clearance above grade of less than 4.5 m (14.8 ft.);
 15. A sign which projects over pedestrian sidewalks with a minimum clearance of above grade of less than 3 m (9.8 ft.);
 16. 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.
 17. A sign that encroaches onto a public sidewalk or road allowance at the corner of an intersection of 2 or more streets, roads, highways or public thoroughfares and a No Parking Here to Corner Sign is not so located; no part of the sign or the sign structure shall be located within the site triangle of the intersection.

Part 3 – Permitted 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 existing non-conforming use of the land.

3.1 Existing Signs

- a. Where a *sign*, **other than a billboard sign**, which is existing on the date 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 City of Temiskaming Shores, the 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 the City of Temiskaming Shores, 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 former municipalities comprising the City of Temiskaming Shores, 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 City of Temiskaming Shores, the permissions are deemed to terminate on the date which any permissions with respect to the sign has expired;
- 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 the City of Temiskaming Shores, such *signs* shall be considered not in conformance with this by-law;

3.2 Billboard Signs

Billboard signs may be permitted on *City* property including road allowances, subject to the *person* entering into an *encroachment agreement* with the City and all *Billboard signs* shall conform with the following:

- a. The message 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 Billboard sign shall not be located within 90 m (295 ft.) 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;
- c. The setback distances for Billboard signs erected within 400 m (1,312.3 ft.) of a Provincial Highway shall be as established by the Ministry of Transportation;
- d. A Billboard sign shall not be located within 90 m (295 ft.) horizontal distance of a Residential (R) zone without the consent of Council through resolution;
- e. 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 as follows:

Area of Sign	Minimum Setback
Up to 3 m ² (32.3 ft ²)	6 m (19.7 ft.)
Over 3 m ² up to 14 m ² (150.7 ft ²)	9 m (29.5 ft.)
Over 14 m ² (150.7 ft ²)	18 m (59.1 ft.)
Signage over 24 m ² (258.3 ft ²) are not permitted	

Notes:

1. Notwithstanding the above, the minimum setback distance to the travelled portion of the roadway may be reduced to 3.5 m (11.5 ft.) for billboard signs and their supporting structures, where the area of sign is less than 6 m² (64.6 ft²) and the sign promotes, or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores during of the period commencing 50 days prior to the event, and ending 14 days after the event.

- f. No Billboard sign shall be erected within 15 m (50 ft.) of the intersection of a roadway with another roadway, highway or railway that would impede sight lines.

3.3 Electronic Text Message and/or Electronic Billboard Signage

- a. An Electronic Text Message and/or Electronic Billboard sign is permitted in any zone with the exception of Residential or on lands with the following uses as defined by the applicable zoning by-law: an arena, a recreation centre, a fire station, a police station, a museum, an art gallery, a public administration office, a school, a church, a hospital, a college/university provided the sign is set back more than 1.5 m (4.9 ft.) from the road allowance.

Note: if any portion of the sign is proposed to be located within the Road Allowance an Encroachment Agreement is required;

- b. An Electronic Price Indicator Sign is permitted on a lot with a service station, hotel with a static text message displaying a price or vacancy;
- c. No Electronic Sign shall:
- i. Emit sound;
 - ii. Change the brightness during the transitioning of messages;
 - iii. Contain message(s) that creates the effect of shaking, spinning, twirling, pulsing or flashing;
 - iv. Contain the words or phrases, 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', or 'Detour', unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product;
 - v. Be left on if malfunctioning such that the sign is no longer effective in delivering the message.
- d. The message/image shall be displayed continuously in a static manner and without change for a period of time not less than 10 seconds;
- e. The transition time of the message/image shall be no longer than 0.3 seconds and shall be a change of the entire message/image;
- f. No Text Message and/or Electronic Billboard sign shall have any part of it exceed a luminance of 6,000 candelas per square metre (cd/m²) between sunrise and sunset, and 300 cd/m² between sunset and sunrise, with sunrise and sunset

times being determined according to the National Research Council of Canada Sunrise/Sunset Calculator;

- g. Only one (1) Electronic Text Message and/or Electronic Billboard Sign is permitted per property.

Note: if a property contains multiple businesses and desires an additional Electronic Text Message and/or Electronic Billboard Sign approval from Council is required.

3.4 Sandwich Board Signs

- a. A Sandwich Board or V Sign may be placed on a public sidewalk or road allowance (not the travelled portion of the roadway) without entering into an encroachment agreement with the City;
- b. No Sandwich Board or V sign shall be located as to obstruct the straight free movement of pedestrians or persons using mobility aids or like conveyances, and in no case shall the width of unobstructed conveyance be less than 1.5 meters (5 feet) in width.
- c. The Sandwich Board or V sign shall comply with the following:
Max. Area = 1 m² (10.7 ft²) Max. Height = 1.2 m (4 ft.) Max. Width = 1 m (3.3 ft.);
- d. No part of the sign or the sign structure shall be located closer to an intersection than any No Parking Here to Corner sign;
- e. No Sandwich Board or V sign shall be illuminated or electrified;
- f. The sign shall be securely anchored to the ground by mechanical means so as to resist anticipated wind loads;
- g. The sign may only be displayed at such time as the establishment which it is identifying, providing directions to, or advertising a product, goods or service or event for, is open for business;
- h. No Sandwich Board or V sign shall be displayed to impede maintenance operations (i.e. snow removal / snow clearing) performed from time to time.

Part 4 – Real Estate Signs

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

- 1. In Residential (R) zones, one *real estate sign*, provided the *area of sign* shall not exceed 1.5 m² (16.1 ft.²) for a one sided *sign*, or 3 m² (32.3 ft.²) for a *two (2) sided sign*;

2. In all zones other than Residential (R) zones one real estate sign provided the area of sign shall not exceed 3 m² (32.3 ft.²) for a one sided sign, or 6 m² (64.6 ft.²) for a two (2) sided sign, and it is removed within 7 days after the sale, rental or lease has been accomplished.

Part 5 – Election Signs

The Election Campaign period, in the case of elections for Federal and Provincial politicians is the time period beginning on the day the election is called and ending on the day voting takes place.

The Election Campaign period, in the case of elections for Municipal and School Board politicians is the time period beginning on the day nominations are certified by the Clerk and ending on the day voting takes place.

Election signs erected or constructed during an election campaign period 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.

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.

Part 6 – Exemptions

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

1. One construction site sign per construction project provided the area of sign does not exceed 3 m² (32.3 ft.²) for a one sided sign, or 3 m² (32.3 ft.²) 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.
2. All signs erected or constructed by the City on City 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.
3. 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.

4. Signs which promote or are in support of events and/or projects sanctioned by, or affiliated with the City of Temiskaming Shores.

Part 7 – 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 former municipalities comprising the City of Temiskaming Shores, or this by-law, shall be deemed to be an *abandoned sign*.

A *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 *By-Law Enforcement Officer*, the City may remove the *signs* and collect the costs in like manner as taxes.

Part 8 - 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 By-law.

Part 9 - 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.

Part 10 - Inspection

The *By-law Enforcement Officer* for the City of Temiskaming Shores 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.

Appendices

Appendix 01: "Encroachment Agreement Fee Schedule"

Appendix 02: **Template:** "Encroachment Agreement with Respect to Signs"

Encroachment Agreement Fee Schedule

Annual Fee

- | | |
|---|------------------|
| ➤ Less than 1 m ² (10.8 ft ²) | \$ 50.00 |
| ➤ Greater than 1 m ² (10.8 ft ²) | \$ 100.00 |
| ➤ City sanctioned event | No Charge |
| ➤ Not for profit group or Service Club | No Charge |
| ➤ Community Service Initiative * | No Charge |

* Examples: Share the Road, Heritage Museum, Health Unit, MADD, etc.

Template

Encroachment Agreement with Respect to Signs

This agreement dated this _____ day of _____, 20_____

Between:

City of Temiskaming Shores
(Hereinafter referred to as the "City")

and:

Insert Applicant's Name
(Hereinafter referred to as the "Applicant")

Whereas the Applicant has requested permission from the City to encroach upon municipally owned lands for the purpose of erecting signage;

And whereas the City 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 whereas the City has enacted Sign By-law No. 2017-000 authorizing the encroachment onto highways and public place in the City on the terms and conditions set out in this Agreement;

Now therefore the City and the Applicant in consideration of the applicable Encroachment Fee and covenants herein contained agree as follows:

1. The City hereby grants to the Applicant permission to encroach upon the portion of the land as generally illustrated in Schedule "A", a copy of which is attached hereto;
2. This agreement shall be for a term of _____ (_____) years, commencing on _____, 20____ and terminating on _____, 20____ (the "Term")
3. The Applicant acknowledges and agrees that the encroachment is upon a highway or a public place and that the City 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 City to the Applicant by this agreement are not exclusive and are subject to the public's right to pass and repass and that the City has full authority pursuant to this Agreement to require the removal of the sign at any time without notice and without compensation to the Owner;

4. Prior to installation/construction of the signage, the Applicant shall provide to the City detailed plans and specifications showing the intended location of the construction of the Encroachment;
5. The Applicant is responsible for ensuring that the structural design of the sign and support system is adequate to withstand the effects of snow and wind loads;
6. The Applicant shall indemnify and save harmless the City from and against all actions, proceedings, claims and demands by any person and shall reimburse the City 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, installation, maintenance and/or repair of the Encroachment;
7. The Applicant covenants and agrees with the City 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 City 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 City;
 - (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.
8. The Applicant shall provide the City with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy;
9. The Applicant shall at all times keep and maintain the Sign and the area in good and sufficient repair to the satisfaction of the City;
10. The Applicant shall give prior notice to the City of its intention to perform any construction, maintenance or repairs related to this Encroachment not less than three (3) business days;

11. The Applicant shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, installation, maintenance or repairs of the signage, 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;
12. Except as expressly authorized in writing by the City, the installation shall be in such a manner as not to interfere with any existing utilities located on the highway either above or below grade. It is the responsibility of the Applicant to ensure proper locates are obtained prior to installation;
13. The Applicant shall provide, if requested by the City, as-built plans of the Encroachment within one (1) month of completion of its construction;
14. Any relocation of signage is necessitated for the installation of utility infrastructure, the City shall provide notice to the applicant and all expenses related to the removal or relocation of the signage will be at sole expense of the Applicant;
15. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Applicant:

Insert Name
P.O. Box 000
Somewhere in, Ontario
P0J 1P0

The City:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

16. The Applicant understands and agrees that the City 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 City, remove the signage and restore the area to its original state to the satisfaction of the City;

17. If the Applicant fails to remove the signage as required, the City may remove the signage. The cost of such removal will be a debt due and owing to the City by the Applicant;
18. The Applicant shall not be entitled to compensation for injuries affection or disturbance resulting in any way from the installation or removal of the signage 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 installation or removal of the signage;
19. This Agreement shall ensure to the benefit of and be binding on the parties and their respective successors and assigns;

Remainder of this page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Applicant's Seal)
(if applicable))

Municipal Seal)

Insert Name of Applicant

Authorized Signature

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Clerk - _____