



THE CORPORATION OF THE TOWNSHIP OF KING

BY-LAW NUMBER 2018-03

A BY-LAW TO REGULATE SIGNS AND OTHER ADVERTISING DEVICES IN THE TOWNSHIP OF KING

WHEREAS Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended (the "Act") provides that a lower-tier municipality may pass by-laws respecting matters within its spheres of jurisdiction;

AND WHEREAS Subsection 11 (3) 7 of the Act provides that municipalities may pass by-laws respecting structures and advertising devices, including fences and signs;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 provides that a municipality has various powers of regulation and enforcement, including powers of licensing, entry, inspection and rectification;

AND WHEREAS Council for the Township deems it necessary and in the public interest to regulate advertising devices, including signs displayed within the Township;

NOW THEREFORE, Council of the Township of King enacts as follows:

THAT this By-law shall be comprised of FIFTEEN (15) parts containing various sections, namely:

Table with 2 columns: Part # and Title. Rows include: Part # 1 TITLE AND DEFINITIONS, Part # 2 APPLICATION OF THE BY-LAW, Part # 3 APPLICATION PROCESS, PERMITS AND FEES, Part # 4 GENERAL PROHIBITIONS, Part # 5 SIGNS ON MUNICIPAL PROPERTY, Part # 6 MAINTENANCE OF SIGNS, Part # 7 SIGNS ALLOWED NO PERMIT, Part # 8 SIGNS PROHIBITED, Part # 9 TEMPORARY SIGNS (Mobile Banner, Special Event and Special Promotion), Part # 10 STREET FURNITURE, Part # 11 DEVELOPMENT & HOARDING, Part # 12 PERMANENT SIGNS (Ground, Wall, Mural, Projection, Awning, Canopy and Illuminated), Part # 13 ELECTION AND THIRD PARTY ELECTION SIGNS, Part # 14 ENFORCEMENT, PENALTIES AND REMOVAL, Part # 15 REPEAL

PART #1 – TITLE AND DEFINITIONS

Title

1. This By-law may be referred to as "The Sign By-law".

Definitions

2. In this By-law,

- a) "Adjacent" means bordering, directly beside, next to, adjoining
b) "Agreement" means a legally binding agreement between Council and/or the Township and another person as defined, including but not limited to development, site plan, site alteration, subdivision, and/or pre-servicing agreements.
c) "Alter, Altered or Alteration" means any change to a sign, with the exception of:
i. a change in the message being displayed;
ii. repair and maintenance including replacement by identical components as required by this by-law; and
iii. the re-arrangement of numerals, letters or copy applied directly to the face of a sign specifically designed and intended to be periodically re-arranged.

- d) **“Awning”** means a roof-like cover extending over or before a door, wall or window, acting as a shelter, which is attached to a building or structure and composed of non-rigid materials except for the supporting framework.
- e) **“Campaign Headquarters”** means an existing building or part thereof, the use of which is provided for by the Township Zoning By-law, where a registered election candidate’s campaign staff are normally present and the public may enter to obtain information regarding the candidate.
- f) **“Candidate”** means a person who is nominated under the *Canada Elections Act, the Elections Act, or the Municipal Elections Act*.
- g) **“Canopy”** means a part of any structure composed of rigid materials which projects horizontally from the exterior face of a building wall and which may afford protection or shelter from the weather.
- h) **“Clerk”** means the Clerk appointed on behalf of the Township and includes his/her designate.
- i) **“Council”** means the Council of the Corporation of the Township of King.
- j) **“Façade”** means the entire building wall including the parapet.
- k) **“Fence”** means a structure constructed at grade or on top of a retaining wall erected as a physical barrier for the purposes of enclosing or dividing in whole or in part a lot, establishing a lot line or providing privacy; and includes an ornamental gateway/garden structure or entrance way used and maintained as a decorative feature.
- l) **“Graffiti”** means writing, drawing, or symbols applied to any surface, and includes scribbles and/or scratches sprayed illicitly on a wall or other surface. Graffiti ranges from simple written words to elaborate wall paintings and may demoralize or corrupt the surface.
- m) **“Height”** means the vertical distance between grade and the highest point of the sign.
- n) **“Highway”** means a common and public highway or portion thereof, which is under jurisdiction of the Township, County, Region, or Province and includes any street, lane, bridge, trestle, viaduct, or other structure that forms part of the highway and all lands along the lateral boundaries of the highway, including road allowances, and includes unopened and unassumed highways.
- o) **“Hoarding”** means a fence or similar structure used to enclose a property or part thereof which is or intended to be under development, site alteration, or maintenance.
- p) **“Illumination”** means the act of lighting up a sign by a source of light, including an artificial light connected to a sign, or by a light focused upon or chiefly directed at the surface of the sign by way of an artificial light, or by a light placed within a sign so as to illuminate the sign from behind.
- q) **“Manager”** means the Manager of By-law Enforcement as appointed on behalf of the Township and includes his/her designate.
- r) **“Municipal Property”** means any lands owned by the Township and includes streets and highways.
- s) **“Officer”** means a Municipal Law Enforcement Officer or Building Inspector employed by the Township of King and includes his/her designate.

- t) **“Order”** means a written or verbal Order of an Officer to perform work or works necessary to comply with this By-law.
- u) **“Owner”** means a registered owner of lands and includes an owner, lessee, tenant, mortgagee, agent in possession and/or the person in charge or in possession of any property.
- v) **“Permit”** means a permit issued under the authority of this By-law.
- w) **“Person”** means an individual, firm, corporation, association or partnership.
- x) **“Premises”** means a specific building or part thereof and/or lands or part thereof, private or public, under registered ownership. In multiple occupancy buildings or properties and including condominium units, each single occupancy shall be considered separate premises.
- y) **“Property”** means and includes ‘lot’, ‘property’, ‘land’ and includes a parcel or tract of land capable of being conveyed as a separate parcel pursuant to the provisions of the Planning Act, or is described in accordance with a registered Plan of Condominium.
- z) **“Public Property”** means property, land, including road allowances and sidewalks, or a building owned by the Township and any of its boards, agencies, or Regional, Provincial or Federal governments.
- aa) **“Registered Third Party”** means
 1. An individual who is normally a resident in Ontario; or
 2. A corporation that carries on business in Ontario; or
 3. A trade union that holds bargaining rights for employees in Ontario;and, whose notice of registration has been certified with the Clerk pursuant to section 88.6 of the *Municipal Elections Act, 1996*.
- bb) **“Setback”** means the measurement taken from the outermost point of the sign to the area in question.
- cc) **“Sight Triangle”** means the area of a corner lot which is formed by measuring to a projected point of the intersection of the two street lines at a distance required by the authority/agency having jurisdiction over the road.
- dd) **“Sign”** or **“Signage”** means any surface, structure and other component parts which are used or capable of being used as a visual medium or display to attract attention to a specific subject matter for identification, information or advertising purposes and includes any device or object, erected, located or displayed so as to attract to a specific subject matter and includes all types of signs as defined below:

Types of Signs:

 - 1) **“Abandoned”** means a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity and/or for which no legal owner can be found.
 - 2) **“A-Frame”** means a temporary 2-panel sign which is hinged at the top and is self-supporting and may also be referred to as a “sandwich board sign” and rests on the ground.
 - 3) **“Awning”** means a sign erected and displayed on an awning as defined.
 - 4) **“Banner”** means a sign made from cloth or similar light weight material such as plastic, and shall include advertisement flags which may be used to promote business but shall not include: flags, awning signs, window signs as defined.

- 5) **“Commemorative”** means a sign which provides information about or draws attention to a date, event, person, architectural feature, or other thing of historical significance on a property.
- 6) **“Canopy”** means a sign erected and displayed on a canopy as defined.
- 7) **“Construction”** means a sign which identifies or provides information relating to or advertising the development or construction on the lands on which the sign is erected and includes a sign which advertises safety protocol or name and contact of contractors on site.
- 8) **“Contractor”** means a sign advertising a contractor, business name, owner or consultant, or affiliate conducting landscaping, home repairs, renovations, and/or ongoing construction or demolition on a property.
- 9) **“Development”** means a sign displayed as a temporary means to advertise information on the sale, rental or development of new properties, relative only to development located in the Township. Development signs include ground, wall, and construction signs as defined.
- 10) **“Directional”** means any sign which gives direction or instructions for the control of vehicular or pedestrian traffic during an event and shall include entry, exit, and real estate open house signs.
- 11) **“Election”** means a sign, advertising or promoting the election of a political party or a candidate for public office in a federal, provincial or municipal election or a sign advertising or promoting any questions or by-laws submitted to the electors pursuant to section 8 of the *Municipal Elections Act, 1996*, including printed advertisements, placards or posters having reference to the election of any candidate for public office or any questions or by-laws submitted to the electors.
- 12) **“Electronic Dynamic”** means a sign utilizing electronic screens, televisions, computer video monitors, liquid crystal displays, light emitting diode displays, or any other similar electronic technology which displays information in a pre-arranged sequence, the content of which is animated or in motion and the intensity of illumination varies.
- 13) **“Electronic Static”** means a sign utilizing electronic screens, televisions, computer video monitors, liquid crystal displays, light emitting diode displays, or any other similar electronic technology which displays information in a pre-arranged sequence, the content of which is fixed for a set period of time and the intensity of illumination is maintained at a constant level.
- 14) **“Entryway”** or **“Gateway”** means a sign that is located at the entrance to a subdivision and is designed to indicate the name or title of the subdivision.
- 15) **“Estate”** means a Sign that is located at the entrance to a property denoting the name of a property owner or a proper name or title of a property, and may include information identifying a legal business use.
- 16) **“Farm Produce”** means a sign indicating the sale of farm produce on a property.
- 17) **“Flag”** means one of three (3) types of flag as defined below:
 - a. **“Symbolic Flag”** means a flag bearing an emblem, decoration or insignia used only for the identification of a nation, province, country, and municipality.
 - b. **“Advertisement Flag”** means a flag bearing a commercial advertisement.
 - c. **“Development Flag”** means a flag used to advertise the sale, rental, or development of new properties.
- 18) **“Garage Sale”** means a sign advertising the sale of personal merchandise which may be a private garage sale held on any property in a residential zone.
- 19) **“Ground”** means a sign in a fixed location, wholly supported by one or more uprights, poles or braces located on a structural base placed in or upon the ground.
- 20) **“Home Occupation”** means a sign located on a property operating as a legal home occupation and/or home business in accordance with the Township’s Zoning By-law, containing the name and profession of a resident or occupant, official title and logo of the business, address, contact information, and/or hours of operation.

- 21) **“Inflatable”** means a sign or advertising device filled with air or gas and designed to be airborne and tethered to the ground or a vehicle or any other structure.
- 22) **“Illuminated”** means a sign that provides artificial light directly or through any transparent or translucent material from a source of light connected with such sign, or a sign illuminated by a light focused upon or chiefly directed at the surface of the sign.
- 23) **“Lost Pet” or “Lost Property”** means a sign requesting any information from the public as to the whereabouts of a lost pet or piece of property.
- 24) **“Menu Board”** means a sign erected as part of a drive through facility and used to display and order products and services available at the drive-through business or poster type signs securely fastened to posts or poles within the property limits used to display sales, special promotions for businesses on the property.
- 25) **“Mobile”** means a sign designed to be capable of being readily moved from one location to another and is usually built on a trailer or other solid platform which may include wheels but shall not include a vehicular sign as defined.
- 26) **“Mural”** means any type of artistic display or artistic endeavor painted on or otherwise affixed directly to any façade or other part of a building or structure excluding the roof or any parapets.
- 27) **“Official”** means any sign required by a valid federal or provincial statute or regulation, municipal by-law, or regulations of a professional association and shall include a traffic sign and/or a permanent sign erected on a highway or public property to inform the public of business improvement areas, public buildings, public libraries, parks, recreational facilities, and community gateways.
- 28) **“Permanent”** means a sign that is affixed to any land, building or premises with some degree of permanence and includes but is not limited to ground, wall, projecting, awning, canopy, illuminated, and mural signs as defined.
- 29) **“Poster”** means a printed notice conveying information intended to be displayed for a temporary period of time and includes but is not limited to a bill, handbill, leaflet and notice.
- 30) **“Projecting”** means a sign attached to a building and projecting out from the building at a right angle to the building which projects more than 0.03 m (1 ft.) from and is attached to and supported by a wall of a building.
- 31) **“Public Notification”** means a sign erected in accordance with the statutory requirements for notification of the public as set out in the *Planning Act* or any other *Provincial or Federal Statute*;
- 32) **“Real Estate”** means a sign that advertises or offers for sale, lease or rent, property and may include buildings or premises.
- 33) **“Roof”** means a sign supported entirely or partly by the roof of a building or structure and which sign projects above the roof and parapet and includes any sign physically attached or painted thereon.
- 34) **“Special Event”** means a sign used to advertise a special event as defined.
- 35) **“Special Promotion”** means a sign used to advertise a special promotion as defined.
- 36) **“Temporary”** means a sign that is not affixed to any land, building or premise with some degree of permanence and includes but is not limited to banners, advertisement flags, and mobile signs as defined.
- 37) **“Third Party”** means a Sign that advertises goods, products, services or facilities that are not provided or available at the location where the sign is situated or that directs persons to a location different from that where the sign is located, but shall not include a Third Party Election Sign.
- 38) **“Third Party Election Sign”** means an Election Sign, the expense for which has been incurred by:
1. An individual who is normally a resident in Ontario; or
 2. A corporation that carries on business in Ontario; or

3. A trade union that holds bargaining rights for employees in Ontario; and who is a registered third party under section 88.6 of the Municipal Elections Act, 1996. For greater certainty, Third Party Election Signs shall not be under the direction of a candidate for public office in a municipal election.
- 39) **“Vehicular”** means a sign which is painted, mounted, or attached in any way on a vehicle as defined, and for the purpose of this definition will be deemed to be a sign when the vehicle is parked or located in a manner so as to make the sign visible from a highway for the purpose of functioning as identification, information or advertising sign and there is clear intent to use the sign for advertisement purposes.
- 40) **“Wall”** means any sign attached, marked, inscribed, erected, or placed against a wall forming part of a building, or supported by or through a wall of a building and having the exposed face thereof on a plane approximately parallel to the plane of such wall and includes a canopy and awning sign. A wall sign shall not include any other sign as defined herein unless otherwise stated.
- 41) **“Window”** means a text sign located on the interior, exterior or applied directly to a window including any door of any premises or property which is visible from off the premises.
- ee) **“Sign Area”** means the total area used or capable of being used for the display of a message or other form of advertising.
- ff) **“Street Line”** means a lot line dividing a lot or other area from a street/or curb of the street.
- gg) **“Soft Landscaping”** means landscaping including, trees, shrubs, grass, flowers, vegetables, and other vegetation, decorative stonework, walkways, patios, screening, or other horticultural or landscape architectural elements, or any combination of these, but does not include driveways, parking areas and directly associated elements such as curbs or retaining walls.
- hh) **“Special Event”** means a public event organized or sponsored by a community service group, non-profit or other organization of the Township, or the Township for charitable, social, cultural, fundraising or recreational purpose.
- ii) **“Special Promotion”** means a public event organized by a business which includes but is not limited to a special sale, grand opening, anniversary, etc.
- jj) **“Street Furniture”** means manufactured, above ground items that are usually found on highways and boulevards, including benches, planters, kiosks, poles, decorative identification signs, canopies, shelters, and refuse receptacles or any other items belonging to the Township capable of being marked, defaced or damaged.
- kk) **“Street Frontage”** means the length of any property line abutting and running parallel to a street or highway as defined.
- ll) **“Street Line”** means the limit of the street or highway allowance and is the dividing line between a property and a street.
- mm) **“Third Party”** means advertisement on a sign of goods, products, services or facilities that are not provided or available at the location where the sign is situated, or that directs persons to other locations and shall include any sign as defined herein if displaying advertisement as stated.
- nn) **“Township”** means the Corporation of the Township of King.
- oo) **“Vehicle”** includes but is not limited to a motor vehicle, trailer (a vehicle that is at any time drawn upon a highway by a motor vehicle and includes an implement of husbandry, mobile home, another motor vehicle or any device or apparatus not designed to transport persons or property that is temporarily drawn or propelled),

traction engine, farm tractor, road building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, motorized snow vehicle, or street car.

pp) “**Voting Place**” means the entire property and all the boundaries associated with it, when such voting place is located within a public premises and shall mean all of the common elements when the voting place is located on private property or any premises.

qq) “**Zone**” means a zone as designated in the Township Zoning By-law, as amended, pursuant to the Planning Act.

PART #2 – APPLICATION OF THE BY-LAW

Administration

3. This By-law shall be administered by the *Manager* and may be enforced by the *Officers*.
4. The Manager is hereby delegated to approve minor exemptions from the Sign By-law through the issuance of a Permit, provided that, in the opinion of Manager, the general intent and purpose of the By-law is maintained.

Interpretation

5. For the purposes of this by-law:

Word Usage

- a) Words in singular shall be deemed to include plural and words in plural shall be deemed to include singular and shall read with all changes in gender or number as the context may require;
- b) Unless otherwise defined herein, the words and phrases used in this by-law have their normal and ordinary meaning;
- c) Headings are inserted for convenience and reference purposes only, form no part of this by-law and shall not affect in any way the meaning or interpretation of the provisions of this By-law; and

Metric and Imperial

- d) The requirements in this By-law are set out in metric measurements and any imperial measurements are provided for convenience purposes only; the abbreviations used stand as follows:
 - i. “mm” means millimetres;
 - ii. “cm” means centimetres;
 - iii. “m” means metres;
 - iv. “in” means inches; and
 - v. “ft” means feet;

Reference to Legislation

- e) Reference to any Act, Regulation, By-law, or *Agreement* is a reference to that Act, Regulation, By-law, or *Agreement* as it is amended or re-enacted from time to time;

Agreements

- f) Reference to *Agreements* in this By-law shall be deemed to include *Agreements* as approved by *Council* and/or the *Township*, as defined.

Non-conforming 'Use' of Property

6. Notwithstanding any provision in this By-law, in the case of a *Sign* erected or proposed to be erected on a *Property* which is *Zoned* in accordance with the Zoning By-law, the *Sign* shall be subject to the existing legal use of the *Property* thereon.

Existing Signs

7. This By-law does not apply to any *Sign* that was lawfully erected or displayed on the day this By-law comes into force if the *Sign* is not substantially *Altered*, and the maintenance and repair of the *Sign* or a change in the message or contents displayed is deemed not in itself to constitute a substantial *Alteration* by the *Manager*.

Conflict

8. Where there is a conflict between the provisions of this By-law and any By-law of the Township regulating Signs, the provision as deemed by the Manager shall prevail.
9. In the event of a conflict with the requirements of this By-law, the Manager is authorized to make decisions based on his or her interpretation of the intent of the By-law, provided that the general intent of the By-law is upheld.
10. Where there is a conflict-between the provisions of this By-law and any other higher jurisdiction pertaining to size, *Setbacks* or number of *Signs*, the higher jurisdiction ruling shall apply.

Existing variances

11. All variances for *Signs* that have been validly granted by *Council* under a predecessor of this By-law and existing on the date of the enactment of this By-law shall be continued.

Variances- Council

12. With the exception of an application affecting a proposed *Election Sign* or *Third Party Election Sign*, *Council* may, upon the application of any *Person*, authorize variances from the provisions of this By-law, provided that in the opinion of *Council* the general intent and purpose of the By-law are maintained.
13. An applicant for a variance shall file an application with the Manager in the form and manner as approved by the Manager and shall pay the non-refundable variance application fee and the administrative application fee prescribed by the Township Fees and Charges By-law.
14. A variance application shall not be processed until all information required by the *Manager* has been submitted by the applicant, and the required fee as specified in the Fees and Charges By-law has been paid in full.

Agreements

15. The provisions of this By-law prevail unless otherwise specified within an *Agreement*.

Severability

16. Should any provision of this By-law be declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this By-law as a whole or any other part thereof, other than the provision declared to be invalid.

Liability and Indemnity

17. The *Township* is hereby indemnified and saved harmless against any and all claims, demands, causes of action, loss, costs, damages, expenses or otherwise arising from the erection, maintenance, removal or falling of such *Sign* structure or part thereof.
18. The *Township* shall not be liable for any damage to or loss of a *Sign* that was erected in contravention of the provisions of this By-law.

19. The *Township* shall not be liable for any loss of revenue resulting from the removal of a *Sign* pursuant to the provisions of this By-law.

Permits

20. Unless otherwise specified herein, and subject to the provisions of this By-law, no *Person* shall erect, display, or *Alter*, or cause or permit to be erected, displayed, or *Altered*, any *Sign* including any type as defined herein, without first having obtained a *Permit* from the *Manager*.

21. Neither the granting of a *Sign Permit*, nor the review of the plans and specifications, nor inspections made by the *Township* shall in any way relieve the *Owner* of any *Sign* or the *Owner* of the land upon which the *Sign* is located or any other *Person* from full responsibility for carrying out the work or causing or permitting the work to be carried out to erect, display, or *Alter* any *Sign* in complete accordance with the requirements of this By-law and other by-laws or legislation applicable to such *Signs*.

PART # 3 - APPLICATION PROCESS, PERMITS AND FEES

Submission of Application

22. The application of the Ontario Building Code to any *Sign Permit* application will be considered by the *Township* and a *Permit* will only be issued following confirmation that the requirements of the Ontario Building Code for a building permit have been satisfied and obtained, if applicable. (relocated)

23. The applicant for a *Permit* or variance shall provide the *Township* with:

- a) a completed application form as prescribed by the *Township*;
- b) written authorization of the *Owner*, if applicable, including the full names, addresses and telephone numbers of the *Owner* of the *Property* upon which the *Sign* is proposed and any tenant or occupant of the *Property*, the applicant, the owner of the *Sign* (if the owner is not the *Owner* of the *Property*), the designer of the *Sign*, the contractor, if applicable, including the addresses of any head offices for any corporate entities, and the names, addresses and phone numbers for such corporate entities;
- c) two (2) copies of a plan of the proposed *Sign* drawn to scale, including:
 - i. the specifications of the *Sign*, including the dimensions, materials and components used, clearance and maximum *Height*, and colours used;
 - ii. the location of the *Sign* in relation to other structures and *Signs* on the *Property*, any abutting *Highways*, and the boundaries of the *Property* upon which the *Sign* is proposed to be erected;
 - iii. a description of the *Property*, including the assessment roll number, municipal address and legal information of the *Property* upon which the *Sign* is proposed to be located;
 - iv. structural footing details of the *Sign* and base, and/or how the *Sign* will be secured to any building or structure, including components used; and
 - v. for properties subject to the Ontario Building Code Act, additional supporting documentation required upon application (i.e. "before" photo, coloured elevation of each *Façade* or *Sign* including details related to materials).
- d) if required by the Chief Building Official, all plans and specifications covering the erection of the *Sign* and supporting framework shall be certified by a Registered Professional Engineer as to the structural adequacy of the *Sign*; and
- e) payment in full of all applicable fees as set out in the *Township's* Fees and Charges By-law.

Complete Application

24. All applications for a *Permit*, variance and/or approval pursuant to this By-law shall be submitted in the complete prescribed form along with all applicable fees being submitted in full and will not reviewed or-processed otherwise.

Approvals of other Authorities

25. If required, approval for the proposed *Sign* from other governmental authorities having jurisdiction, including:
- a) other *Township* departments;
 - b) the Electrical Safety Authority;
 - c) the Minister of Transportation for any *Sign* located or proposed to be located within 400.00 m (1,312.34 ft.) of a *Highway* under the jurisdiction of the Minister of Transportation; and
 - d) the Regional Municipality of York for any *Permanent Sign* located on private *Property* adjacent to a *Highway* under the jurisdiction of the Regional Municipality of York.

Issuance of Permit

26. A *Permit* may be issued once the *Manager* is satisfied that:
- a) the application has been received properly completed and fully executed;
 - b) the required fees have been paid; and
 - c) the plans and specifications for the *Sign* for which the application has been made comply in all respects with this by-law, all other *Township* by-laws, *Agreements*, *Policies*, and/or *Design Guidelines*, if applicable, and the Ontario Building Code Act, and any other applicable legislation.

Expiration of Permit

27. Every *Sign Permit* issued by the *Township* for the erection, display or alteration of a *Sign* expires and is null and void where the business, product, activity or service to which the sign relates ceases to operate or is no longer available at the *Premises* where the sign is located.
28. A *Permit* issued by the *Township* shall expire, cease and terminate if the work to erect, display or *Alter* the *Sign* is not completed within 180 days from the date of the issuance of the *Permit*.

Temporary Sign Permits

29. The following expiration periods shall apply to all Temporary Sign Permits issued.
- a) Mobile, Banner Signs shall **expire up to a maximum of 30 days** after date of issuance.
 - b) Special Event and Special Promotion Sign Permits shall expire 48 hours after the Special Event or Special Promotion.
 - c) Development Sign Permits shall expire 1 year after date of issuance.
30. A Special Event Sign or Special Promotion Sign shall be allowed up to 30 days prior to the Special Event or Special Promotion and shall be removed 48 hours following the Special Event or Special Promotion.

Break between Temporary Sign Permit- Issuance

31. A minimum of thirty (30) days shall pass before a new *Permit* is issued for any Temporary Sign Permit (including for a Mobile, Banner, Special Event, or Special Promotion Sign) for the same *Premises*.

Maximum number Temporary Sign Permits

32. A maximum of one Temporary Sign, being only one (1) of the following: Banner, Mobile, Special Event or Special Promotion Sign shall be allowed on any Property per Frontage.
33. Notwithstanding the above, one (1) additional Temporary Sign, being only one (1) of the following: Mobile, Banner, Special Event or Special Promotion Sign may be allowed when Street Frontage exceeds 96 m (314.961 ft) and when a Street Frontage exceeds 350 m (1148.29 ft) one (1) additional Temporary Sign, being one (1) of the following: Mobile, Banner, Special Event or Special Promotion Sign may be allowed provided that all provisions within this By-law (i.e. setbacks) can be met; to a total maximum permission of three (3) Temporary Signs per frontage.

34. Notwithstanding any provision herein, a maximum of only one (1) of the following: Mobile, Banner, Special Event or Special Promotion Sign shall be allowed per Premises at any given time; and

Non-Transferrable

35. A Sign Permit is non-transferrable from one business location to another.

Refusal or Revocation of Permit

36. A *Permit* may be refused or revoked if:

- a) the proposed *Sign* does not comply with this By-law, any regulation, law, *Township By-laws* or *Agreements*, Design Guidelines or requirements of any governmental authority having jurisdiction in the area where the *Sign* is situated;
- b) the *Permit* has been issued as a result of false or misleading statements of undertakings in the application for the *Permit*;
- c) the *Permit* was issued in error;
- d) the *Sign* erected does not conform to the application, plans or specifications upon which the *Permit* was issued;
- e) the *Sign* erected does not conform to plans submitted as part of any development *Agreement*;
- f) any fees due have not been paid; or
- g) any required approval obtained prior to the *Permit* issuance has been revoked, rescinded, or retracted.

Fees

37. Fees payable under this By-law are per application, per *Sign*, per variance request, and are non-refundable. All fees are to be paid in advance for review and processing of plans and applications submitted for *Sign Permits* and for inspection of proposed and erected *Signage*.

- a) Notwithstanding the above, fees for *Special Event Signage* shall be exempt at the discretion of the *Manager*.

38. Sign permit fees may be doubled if a sign has been constructed, erected, installed, altered, posted, or displayed, prior to a sign permit being issued or obtained for that specific sign.

PART #4 – GENERAL PROHIBITIONS

39. Where a Sign Permit is expired the Owner shall immediately remove the Sign from the Property.

PART #7 – SIGNS NO PERMIT REQUIRED

Signs Allowed – (No Permit Required)

40. The following *Signs* are be permitted in all *Zones*, unless otherwise specified herein, and shall not require a *Permit*:

- a) *Official Signs*;
- b) *Signs* that provide a warning or indicate caution such as “No Trespassing”, provided that such *Sign* shall not exceed a *Sign Area* of 0.2 m² (2.2 ft²);
- c) ‘Help Wanted’ information *Signs* not exceeding a *Sign Area* of 1.00 m² (10.76 ft²), provided that such *Signs* are not displayed for longer than fourteen (14) days;
- d) one (1) *Home Occupation Sign* per *Property* not exceeding a *Sign Area* of 1.00 m² (10.76 ft²);
- e) one (1) *Real Estate Sign* per *Property*, provided that such *Sign* shall:
 - i. not exceed a *Sign Area* of 1.11 m² (12 ft²) on a *Property* in a residential *Zone*;
 - ii. not exceed a *Sign Area* of 3.33 m² (36 ft²) on *Properties* in *Zones* other than residential; and
 - iii. be removed (30) days after the sale or lease of the *Property* or *Premises*;
- f) *Directional Signs*, provided that such *Signs* shall:
 - i. if located on a road allowance, only be located between the curb or edge of the untraveled part of the *Highway* and sidewalk, or where no curb exists, such *Sign* may be erected on the untraveled portion of the right-of-way closest to the outer edge of the untraveled roadway, provided such *Sign* does not affect sight lines for drivers of *Vehicles*;

- ii. only be installed the date of the event;
 - iii. be removed four (4) hours following the event;
 - iv. not exceed a *Sign Area* of 0.5 m² (5.38 ft²); and
 - v. Sign related to any open house shall display the date and time of the open house;
- g) *Commemorative Signs*;
 - h) *Symbolic Flags*, up to a maximum of three (3) per *Property*;
 - i) *Public Notification Signs*;
 - j) *Entryway or Gateway Signs*, provided that the structural component and appearance is approved through the development process;
 - k) *Construction Signs* not exceeding 5.0 m² (53.82 ft²), to be removed within thirty (30) days of construction being completed or discontinued;
 - l) *Contractor Signs* not exceeding 0.5 m² (5.38 ft²), to be erected no more than five (5) days prior to the commencement of the project, and removed from the *Property* immediately after the project is completed;
 - i. or 12 months after installation, whichever is lesser; and
 - ii. on receipt of any complaint, the Owner shall provide evidence, at the request of an Officer, that work is ongoing and is being carried out by the company advertised.
 - m) *Garage Sale Signs*, provided that they are removed within forty-eight (48) hours of being erected;
 - n) *Lost Pet or Lost Property Signs*;
 - o) *Estate Signs* on *Properties* in a Residential Estate or any rural *Zone*, not exceeding a *Sign Area* of 3 m² (32.29 ft²)
 - p) *Farm Produce Signs*, limited to one (1) double faced *Sign* or two (2) single faced *Signs* per *Property* and shall be removed within (24) hours of the conclusion of the sale;
 - q) *Window Signs* on *Properties* in a commercial, industrial, or institutional *Zone* not exceeding 25% of the window surface and/or door on which it is situated; or
 - i. 25% of the entire surface area of a group of windows; and
 - r) *Menu Board Signs* on *Properties* in a commercial *Zone* not exceeding a *Height* of 2.5 m (8.2 ft.) and a *Sign Area* of 4 m² (43.06 ft²).

A-Frame – (No Permit Required)

41. *A-Frame Signs* are permitted on *Properties* in commercial, industrial, or institutional *Zones* without a *Permit*, provided that such *Signs* shall:
- a) not exceed a *Height* of 1.25 m (4.1 ft.) and a *Sign Area* of 0.77 m² (8.29 ft²) per side;
 - b) be limited to one (1) *A-Frame Sign* per *Premises* and located adjacent to the *Premises to which it is advertising*;
 - c) be removed to an indoor location no later than the time of closing of the business for which the *Sign* displays advertisement and not replaced until opening of the business the next day;
 - d) not be placed so as to obstruct the view of drivers of *Vehicles* or the movement of pedestrians on a side walk;
 - e) meet the following *Setbacks*:
 - i. 3.0 m (9.84 ft.) from any other *A-Frame Sign* or driveway entrance;
 - ii. 1.0 m (3.28 ft.) from any *Property* line;
 - iii. if located on a sidewalk or common walk way on private *Property*, shall be placed in such a way as to allow a minimum clearance of 1.2 m (3.94 ft.) to allow pedestrians to pass; and
 - f) be located entirely on private *Property*;
 - i. Notwithstanding (sections 40 a) through e) above,) in the case of a building in which the main front wall is located within 1.5 m (4.92 ft.) of a *Highway* or sidewalk under *Township* jurisdiction, one (1) *A-Frame Sign* may be located between the curb and the sidewalk adjacent to the main front wall of the *Premises*, or where no curb exists, such *Sign* may be erected on the outer edge of the untraveled portion of the *Highway*.
 - ii. not be located within an entrance, parking space or aisle, or planting bed.

PART #8 - SIGNS PROHIBITED

42. Any *Sign* not expressly permitted by this By-law is prohibited and, without limiting the generality of the foregoing, the following *Signs* are specifically prohibited:
- a) *Third Party Signs*;
 - b) *Abandoned Signs*;
 - c) *Inflatable Signs*;
 - d) *Signs* which obstruct the vision of drivers of *Vehicles* or pedestrians, or obstruct or detract from the visibility or effectiveness of any traffic control device on *Highways*;
 - e) *Signs* not erected by a public authority which make use of words such as "STOP", "LOOK", "ONE WAY", "DANGER", "YIELD", or any similar words, phrases, symbols, lights or characters in such a manner as to interfere with, mislead, or confuse drivers and vehicular traffic;
 - f) *Signs* on or extending over *Highways*, other than *Official Signs*, unless erected or placed in accordance with this By-law or as authorized by the *Township*;
 - g) *Electronic Dynamic Signs*;
 - h) *Illuminated Signs* featuring backlighting, channel lighting, strobes, lights moving quickly, flashing lights, rotating or changing lights, beams or beacons, and/or an intermittent or activated lighting of any kind, including searchlights, used solely as a means of attracting attention;
 - i) *Signs* located so as to obstruct or impede any required fire escape, fire exit, door, window or other means of entry into or exit from a building, or so as to prevent or impede the access of emergency services to any part of a building;
 - j) *Signs* painted on, attached to, or supported by a tree, utility or light pole, or *Fence*;
 - k) *Signs* which are obsolete and/or advertise a business, product, or service no longer available;
 - l) *Vehicular Signs*, with the exception of development sales trailers as provided for in section 44 59 of this by-law;
 - m) *Roof Signs*;
 - n) any *Sign* where the content is deemed by the *Manager* to be offensive;
 - o) a *Sign* displaying information that would aid and abet the contravention of any zoning or other by-law or government legislation, or that would identify, advertise or provide information in relation to a use or occupancy not permitted by the zoning by-law;
 - p) any form of *Graffiti*;
 - q) any *Sign* which does not comply with the provisions of any other regulatory body and jurisdiction as may be applicable;
 - r) *Poster Signs* placed on *Municipal Property* unless authorized by the *Manager*;
 - s) *Signs* located in an entrance, parking spot or parking space, aisle, planting bed or site triangle.

PART #9 – TEMPORARY SIGNS

Temporary Signs – (Permit Required)

43. *Temporary Signs* (including Mobile, Banner,) may be erected on any *Property* in a commercial, institutional, and industrial *Zone* subject to a *Permit* being issued by the *Manager*.
44. All *Temporary Signs*, shall meet the following *Setbacks unless specified otherwise herein*:
- a) a minimum of 15 m (49.21 ft.) from any other *Temporary Sign* on the same or adjacent *Properties*;
 - b) a minimum of 1.5 m (4.92 ft.) from any driveway, aisle, walkway, parking space, *Permanent Sign*, or common *Property* boundary line of an adjacent *Property*;
 - c) a minimum of 1 m (3.28 ft.) from the *Street Line*; and
 - d) shall be located adjacent to the Premises in which the Permit has been issued.

Mobile Signs – Temporary

45. *Mobile Signs*, shall:
- a) not exceed a *Height* of 2.5 m (8.2.ft.);
 - b) not exceed a *Sign Area* of 4.7 m² (50.59 ft²) for any single face or a total *Sign Area* of 9.4 m² (101.18 ft²) for all faces combined;

- c) bear in a visible location on such *Sign* the name, address, and telephone number of the owner of the *Sign*;

Banner Signs -Special Promotion

46. *Banner Signs shall:*

- a) not exceed 3.3445 6 m² (64.5ft²)(36 ft²) in area or ten percent (10%) of the wall or façade on which it is hung;
- b) have a minimum clearance of 2.44 m (8 ft.) above grade; and
- c) For the purpose of this section, flags with commercial advertisement may be erected subject to a permit being obtained. For the purpose of this section three (3) flags will be deemed to be one (1) banner and limited to a one (1) per permit issued for three (3) flags per Permit, per Property per Street Frontage; and
 - i. Flags shall be subject to the setback section specified in section 44.

Special Event Signs - Manager Approval Required

47. The *Manager* is authorized to approve the content, size and location of *Special Event Signs*.

48. *Special Event Signs* may include any *Temporary Sign* and/or a message displayed on an existing and approved *Electronic Static Sign*, and shall:

- a) be exempt from sections 28, 29 and 42, set back requirements specifically from the *Third Party* provisions contained therein;
- b) be erected no earlier than thirty (30) days prior to the event and removed within forty-eight (48) hours of the conclusion of the event;
- c) only be placed on private *Property* subject to the *Property Owner's* authorization, provided that an application for a *Permit* has been submitted and reviewed by the *Manager*;
- d) be permitted to be erected on *Municipal Property* subject to the *Manager's* authorization;
- e) not be erected on a *Property* in a residential *Zone*;
- f) not contain commercial advertisement; and
- g) notwithstanding the provisions herein *Special Event Signage* that advertises events outside the *Township* may be permitted at the discretion of the *Manager* and will be evaluated on a case-by-case basis.

PART #10 – STREET FURNITURE

49. *Signage* shall be permitted on *Street Furniture*, provided that such *Signage* shall be erected:

- a) by the *Township* or under any *Agreement* with the *Township*;
- b) on a *Highway* or *Property* under the jurisdiction of an upper tier government that is governed by upper tier rulings; and
- c) on private *Property* in accordance with all other provisions of this by-law, including *Third Party* provisions.

PART #11 – DEVELOPMENT & HOARDING

Development Signs – (Permit Required)

50. *Development Signs* shall be permitted on all *Properties* under development in the *Township* that have received draft approval and/or have been agreed to in principle, subject to a *Permit* being issued by the *Manager*, and such *Signs* shall:

- a) only advertise development for the *Property* on which the *Sign* is located;
- b) be located on *Street Frontage(s)* adjacent to the *Property* under development;
- c) be limited to one (1) *Development Sign* per *Property*;
 - i. notwithstanding the above, additional *Development Signs* shall be permitted where a minimum separation distance of 300m is maintained between each permitted *Development Sign*, up to a maximum of four (4) *Development Signs*.
- d) be limited to a maximum *Permit* duration of three hundred and sixty-five (365) consecutive days, subject to renewal by the applicant;
- e) meet the following size restrictions:
 - i. a maximum *Height* of 7.5 m (24.61 ft.); and
 - ii. a maximum *Sign Area* of 20.0 m² (215.28 ft²) for any single face.

- f) meet the following *Setbacks*:
 - i. a minimum of 15 m (49.21 ft.) from all *Street Lines* and common *Property* boundary lines;
 - ii. a minimum of 3 m (9.84 ft.) from any driveway;
 - iii. a minimum of 1 m (3.28 ft.) from any sidewalk;
 - iv. a minimum of 300 m (984.25 ft.) from any other *Development Sign* on the same *Property*;
 - v. a minimum of 50 m (164.04 ft.) from any *Property* in a residential *Zone*;
 - vi. shall not be located within a *Sight Triangle* of a corner lot; and
 - vii. not be placed so as to obstruct the view of drivers of *Vehicles* or the movement of pedestrians on a side walk.

Flags -Development

51. *Development Flags* shall be permitted on all *Properties* under development in the *Township* that have received draft approval and/or have been agreed to in principle, subject to be a *Permit* being issued by the *Manager*, and may be erected at a rate of three (3) *Development Flags* per *Development Sign* approved for that *Property*, on the condition that the *Development Flags* and associated poles and structures to which such *Development Flags* are attached will be removed in accordance with the *Permit*, and that the following size and *Setback* restrictions are met:

- a) a maximum *Height* of 7.5 m (24.61 ft.);
- b) a minimum of 3 m (9.84 ft.) from any driveway;
- c) a minimum of 1 m (3.28 ft.) from any sidewalk;
- d) a minimum of 75 m (246.06 ft.) from any other *Development Flags* or *Development Signs* on the same *Property*;
- e) a minimum of 50.0 m (164.04 ft.) from any *Property* in a residential *Zone*; and
- f) shall not be located within a *Sight Triangle* of a corner lot.

Sales Trailers-Development

52. One (1) *Wall Sign* advertising the sale of lots or dwellings may be erected on a wall of a sales trailer or sales pavilion located at an approved development *Property*.

Hoarding

53. *Development Signs* are permitted to be erected on *Hoarding*, only if such hoarding is required and in accordance with the Ontario Occupational Health and Safety Act and applicable regulations.

Part #12 – PERMANENT SIGNS

Permanent Signs – (Permit Required)

54. *Permanent Signs* shall be permitted on any *Property* in a commercial, institutional, or industrial *Zone* subject to a *Permit* being issued by the *Manager*, and such *Permit* shall be valid indefinitely unless the permitted *Sign* is significantly *Altered*.

- a) Notwithstanding the provisions of this by-law, *Permits* granted under a variance for *Third Party Permanent Signs* shall be valid for a maximum of three hundred and sixty-five (365) consecutive days.

Ground Signs

55. *Ground Signs* shall:

- a) be limited to one (1) *Ground Sign* per *Property*;
 - i. notwithstanding the provisions of sub-section 42.a), on any developed *Property* in a commercial or industrial *Zone* of a size equal to or greater than 9.9 acres (4.0 ha), one (1) additional *Ground Sign* for each *Street Frontage* may be permitted, up to a maximum of one (1) *Ground Sign* per *Street Frontage*.
- b) meet the following size restrictions:
 - i. a maximum *Sign Area* of 20 m² (215.27 ft²) for any single face and a total *Sign Area* of 40.0 m² (430.56 ft²) for all faces combined;

1. notwithstanding the provisions of sub-section 42.b)i., in the case of commercial or institutional *Zones* with *Street Frontage* of 12.2 m (40ft.) or less, the maximum *Sign Area* shall be limited to 0.84 m² (9ft²), and in the case of *Street Frontage* greater than 12.2 m (40 ft.) but less than 30.38 m (100 ft.), the maximum *Sign Area* shall be limited to 10.03 m² (108ft²);
 - ii. a maximum *Height* of 7.5 m (24.6 ft.);
- c) meet the following *Setbacks*:
 - i. a minimum of 1 m (3.28 ft.) from all *Street Lines*;
 - ii. a minimum of 1.5 m (5 ft.) from any common lot boundary line, driveway, and any other *Ground Sign* located on the same *Street Frontage*;
 - iii. a minimum of 9 m (29.53 ft.) from any *Property* in a residential *Zone*; and
 - iv. not be located within a *Sight Triangle* of a corner lot.
- d) display a municipal address number in numerals that are a minimum *Height* of 0.15 m (0.49 ft.); and
- e) not be comprised of an *Electronic Static* greater than fifty (50) per cent of the *Sign Area*.

Soft Landscape

56. All *Soft Landscaping* shall be preapproved by the *Manager* and shall not extend beyond the limits of the *Sign* so as to require additional approvals from the *Township* or other authorities, unless such approvals are obtained.

Wall Signs

57. *Wall Signs* shall:

- a) be limited to two (2) *Wall Signs* per *Premises*, unless locations are shown on *Site Plan approved drawings*;
- b) be limited to a cumulative maximum *Sign Area* no greater than 20% of the wall face of the *Premises*;
 - i. For the purposes of this provision, the measurement shall be taken of the total wall length and wall width including any openings such as windows and doors.
- c) not be painted on a wall or structure;
- d) in the case of a *Property* with multiple *Premises*, be positioned at the same *Height* as other *Wall Signs* on the building;
- e) not project more than 0.5 m (1.64 ft.) from the wall upon which it is mounted;
- f) where a portion of *Wall Sign* projects more than 0.05 m (0.19 ft.) from the wall upon which it is mounted, such portion of the *Wall Sign* shall be located at a *Height* greater than 2.44 m (8.0 ft.) above the finished grade of floor/ground level immediately below such *Sign*; and
- g) not extend beyond the extremities of the wall to which it is attached, or the corners of the wall upon which it is mounted;
 - i. notwithstanding the provisions of sub-section 50.g), where a *Premises* is located in the corner of a building which is situated at the intersection of two (2) *Highways*, the *Wall Sign* may extend around the corner of the building on which it is mounted, provided that such *Wall Sign* faces both *Highways*.

Projecting Signs

58. A *Projecting Sign* shall:

- a) have a minimum *Height* of 2.44 m (8 ft.) above the finished grade of floor/ground level immediately below such *Sign*; and
- b) not exceed a *Sign Area* of 1 m² (10.76 ft²) per face.

Awning & Canopy Signs

59. *Awning* and *Canopy Signs* shall be designed as an integral part of the *Awning* or *Canopy* and shall:

- a) not extend beyond the limits of the *Awning*;
- b) present a unified and coordinated appearance in terms of the size, colour and style across all adjacent *Premises* with *Awnings*;

- c) in the case of an *Awning*, not exceed a *Sign Area* of twenty-five (25) per cent of the face of the first storey of the building;
- d) be located more than 2.5 m (8.2 ft.) above the ground level; and
- e) have a maximum *Sign Area* of forty (40) per cent of the *Canopy* or *Awning*.

Illumination

60. No *Sign* shall be permitted to be *Illuminated* except *Ground, Wall, Projecting, Awning* and *Canopy Signs*, provided that:

- a) external/internal light used to illuminate a *Sign* shall be arranged to direct light downwards and away from adjacent *Premises* and *Highways*;
- b) the lighting shall not cause direct or indirect glare that may interfere with traffic safety and lighting;
- c) no *Sign* shall be illuminated by artificial light from behind the surface of the *Sign* (“backlit”);
- d) any source of light and power shall be weatherproofed and approved for outdoor use and shall not present heat or electrical hazards under any weather conditions; and
- e) all *Illuminated Signs* must comply with design guidelines, *Township Agreements*, or the requirements of any other authority having jurisdiction.

Mural Signs

61. Applications for a *Permit* for a *Mural Sign* shall be considered and approved by *Council*, provided that:

- a) the *Mural Sign* proposed is to be erected and displayed at the *Premises* to which it is situated;
- b) only one *Mural Sign* is proposed per *Premises*;
- c) the *Mural Sign* shall not be located on a roof or *Fence*; and
- d) A maximum of 5 m² (53.82 ft²) or 10% of the *Sign Area*, whichever is lesser, may consist of a corporate name, corporate logo or reference to a product or service, with the remainder of the *Mural Sign* to be solely artistic in nature.
- e) *Council* may impose conditions upon the *Permit* and, without limiting the generality of the foregoing, may impose limitations on the total *Sign Area* of the *Mural Sign*.

PART #13 – ELECTION AND THIRD PARTY ELECTION SIGNS

Permitted Locations

62. *Election Signs* and Third Party Signs shall not:

- a) be erected or installed on or *adjacent* to a *Voting Place* or *Public Property* used for parks, recreation, institutional or cultural purposes; and
- b) display the *Township* logo or crest, in whole or in part.

63. *Election Signs* and Third Party Election Signs on any *Highway* under the jurisdiction of any other body shall only be installed in accordance with the applicable legislation of the jurisdiction having authority over that *Highway*.

64. No more than one (1) *Election Sign* per Candidate and no more than one (1) Third Party Election Sign per Registered Third Party shall be placed on a corner of an intersecting Highway; provided that

- a) Each Candidate and Third Party Registrant does not exceed more than a total of two (2) signs placed per intersecting *Highway*.

Private Property

65. *Election Signs* or Third Party Election Signs may be erected on private *Property*, provided that such *Signs* shall:

- a) Not exceed a *Sign Area* of 3 m² (32.29 ft²);
 - i. Notwithstanding sub-section 65 a) *Election Signs* located at a *Campaign Headquarters* are not restricted by size; and
- b) be erected with the consent of the *Owner* or tenant of the *Property*; and
- c) be limited to no more than two (2) *Election Signs per Property* (a total combination of two (2), Election and Third Party Election Signs)

Public Property

66. *Election Signs and Third Party Election Signs* may be erected on *Public Property*, provided that such *Signs* shall:

- a) have a *Sign Area* no less than 1 m² (10.76 ft²) and no greater than 1.5 m² (16.15 ft²);
- b) receive authorization from the *Owner* or occupant of any abutting private *Property*;
 - i. notwithstanding the above, *Election Signs and Third Party Election Signs* may be installed at intersections of *Highways* under the jurisdiction of the *Township* without the permission of an abutting private *Property Owner* or occupant, provided that:
 1. the *Election Sign and Third Party Election Sign* shall be located within 40 m (131.23 ft.) of the edge of the traveled portion of the intersecting road; and
 2. no more than one (1) *Election sign* per candidate and one (1) *Third Party Election Sign* per Registered Third Party per corner of an intersecting *Highway*, with a total limit of two (2) per intersecting highway per candidate and per Registered Third Party.

67. *Election Signs and Third Party Election Signs* shall meet the following *Setbacks*:

- i. a minimum of 1.0 m (3.28 ft.) from the edge of a traveled road, curb, sidewalk or shoulder of a *Highway*;
- ii. a maximum of 15 m (49.21 ft.) from the intersecting *Highway*;
- iii. a maximum of 3 m (9.84 ft.) from any driveway; and
- iv. not be placed so as to obstruct the view of drivers of *Vehicles* or the movement of pedestrians on a side walk.

Installation

68. No *Election Sign or Third Party Election Sign* shall be placed, erected or installed:

- a) in the case of a federal or provincial election, or by-election until the day after the writ of an election or by-election is issued;
- b) in the case of a municipal election after the Candidate has filed his/her nomination with the Clerk, or in the case of a Registered Third Party registered with the Clerk no earlier than:
 - i. 28 calendar days (4 weeks) prior to a voting day in the year of a regular election or by-election; or
 - ii. Nomination Day for a by-election if Nomination Day is less than 28 calendar days (4 weeks) prior to voting day
- c) in the case of *Election Signs* erected at a *Campaign Headquarters*, the candidate filing his or her nomination papers and payment of all applicable election and *Signage* fees;
- d) in any ward that they are not officially nominated or, in the case of Registered Third Parties, registered in;
- e) in the case of Third Party Election Signs
 - i. certification by the Clerk of the notice of registration of the individual, corporation or trade union that is seeking to place, erect or install the *Third Party Election Sign*.

69. All *Election Signs* obtained by or under the direction of a Candidate shall identify the Candidate.

Prerequisites for the Display of Third Party Election Signs

70. *Third Party Election Signs* shall contain the following information:

- i. The name of the *Registered Third Party*;
- ii. The municipality where the *Registered Third Party* is registered; and
- iii. A telephone number, mailing address or email address at which the *Registered Third Party* may be contacted regarding the advertisement.

71. *Third Party Election Signs* may be installed or erected only by an individual, corporation or trade union who is a *Registered Third Party* pursuant to section 88.6 of the *Municipal Elections Act, 1996*.

Removal

72. All *Election Signs and Third Party Election Signs* for any election shall be removed no later than three (3) days after the last voting day for which the *Signs* had been placed. For the purposes of this section, the candidate shall be responsible for the removal of his or her *Election Signs* within the prescribed time frame.

Permitted Locations

73. *Election Signs* shall not:

- a) be erected or installed on or adjacent to a *Voting Place* or *Public Property* used for parks, recreation, institutional or cultural purposes; and
- b) display the *Township* logo or crest, in whole or in part.

74. *Election Signs* on any *Highway* under the jurisdiction of any other body shall only be installed in accordance with the applicable legislation of the jurisdiction having authority over that *Highway*.

PART #14 – ENFORCEMENT, PENALTIES AND REMOVAL

Power of Entry

75. The *Township* may enter onto a *Property* at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- a) the provisions of this by-law;
- b) an order issued under this by-law; or
- c) an order made under section 431 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.

76. Where an inspection is conducted by the *Township*, the *Person* conducting the inspection may:

- a) require the production for inspection of documents or things relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information from any *Person* concerning a matter related to the inspection including their name, address, phone number and identification; and
- d) alone or in conjunction with a *Person* possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

77. The *Township* may undertake an inspection pursuant to an Order issued under section 438 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.

78. The *Township's* power of entry may be exercised by an employee, *Officer* or agent of the *Township* or by a member of the York Regional Police force, as well as by any *Person* under his or her direction.

Order- Issuance

79. If a *Person* is displaying a *Sign* in contravention of any of the provisions of this By-law or has contravened a provision of this By-law the *Township* may issue an Order to the *Person*, as well as *Owner* of the *Property* on which the contravention occurred and/or the *Sign* is being displayed, to discontinue the contravening activity and to do the work to correct the contravention.

Order-Particulars

80. The Order shall set out the reasonable particulars of the contravention adequate to identify the contravention, the location of the road or land on which the contravention occurred, and the date by which there must be compliance with the Order.

81. The Order may also provide that if the *Person* or owner fails to correct the contravention, the *Township* may do the work to correct the contravention, including the removal of the *Sign*, at the expense of the *Person* and the *Owner*.

Order -Service

82. An Order issued under this By-law may be served personally or may be served by registered mail sent to the last known mailing address of the *Person* as indicated on the assessment roll of the municipality in which the *Sign* is displayed on a *Property*, and

a) If the *Sign* has a corporate or business name on it, the Order may be served by registered mail to the corporate or business name address shown in a corporate, partnership or sole proprietorship search.

Order-Deemed to be served

83. If an Order is served on a *Person* by registered mail, it shall be deemed to have been served on the *Person* on the 5th day after mailing of the order, which deemed service may be rebutted by the *Person* proving, on a balance of probabilities, that they did not receive the order.

Remediation

84. If the *Township* has issued an Order directing or requiring a *Person* or an *Owner* to do a matter or thing to correct a contravention of this By-law, and the *Person* or the *Owner* has failed to correct the contravention, the *Township* may enter upon the *Property* between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday to do all work necessary to correct the contravention, including the removal of all or part of the *Sign*, and the *Township* may recover all costs associated with doing the matter or thing from the *Person* directed or required to do it by action or by adding the costs to the tax roll of the *Owner* and collecting them in the same manner as property taxes.

Presumptions

85. Where a *Sign* is erected or displayed in contravention of any of the provisions of this By-law, any **Person named on the Sign** shall be presumed to have been the *Person* who erected or displayed the *Sign*, which presumption may be rebutted by evidence to the contrary on a balance of probabilities.

86. Where a *Sign* is erected or displayed in contravention of any of the provisions of this By-law, and the *Sign* has no *Person's* name on it, but a telephone number appears on the *Sign*, any **Person to whom the telephone phone number** is listed in a telephone directory including any internet directory, shall be presumed to have been the *Person* who erected or displayed the *Sign*, which presumption may be rebutted by evidence to the contrary on a balance of probabilities.

87. Where the *Sign* is erected or displayed by a corporation in contravention of any of the provisions of this By-law, or where an Order served on the **corporation has not been complied with, the directors and officers of the corporation** shall be presumed to have knowingly concurred in the erection or display of the *Sign* in contravention of this By-law, which presumption may be rebutted by evidence to the contrary on a balance of probabilities.

Authority for the Removal of Sign(s)- in Breach of This By-law

88. Where a *Sign* has been or is being erected in breach of the provisions of this By-law, the *Township* and its agents may enter upon land to pull down and remove the *Sign(s)* or do the remedial work as required.

Authority for the Removal of Unlawful Signs- Placed On or Over Municipal Property

89. Where a *Sign* that does not comply with the provisions of this By-law is erected or displayed on, over, partly on, or partly over *Municipal Property*, the *Sign* may be removed immediately by the *Township* without notice or compensation to the apparent owner of the *Sign*.

Authority for the Removal- of Offensive, Inappropriate, Unlawful or Unsafe Signs

90. The *Township* may at its sole discretion remove, without notice, a *Sign* which the *Manager* has determined is for an unlawful activity, contains profanity or obscenity, or is otherwise posted contrary to the provisions of this By-law.

Authority for the Removal - for Non-Compliance with an Order

91. Where a *Sign* erected entirely on private *Property* is not removed or brought into conformity as required by an order under this By-law, the *Township* may have the *Sign* removed without notice to and at the expense of the *Owner* of the *Property*. For this purpose the *Township* and its agents may enter upon lands at any reasonable time.

Storage and Disposal of Signs Removed - Fees

92. *Signs* removed by the *Township* and/or its agents shall be stored for a minimum of thirty (30) days from the date of removal, after which the *Sign* may be disposed of without further notification or obligation to the owner or apparent owner of the *Sign*. The owner of such *Sign* may reclaim such *Sign* within thirty (30) days of such *Sign* being removed, upon payment to the *Township* of the costs related to removing, storing, and transporting such *Sign*.

Obstruction

93. No *Person* shall hinder or obstruct, or attempt to hinder or obstruct, any *Person* who is exercising a power or performing a duty under this By-law.

Unable to Effect Service

94. If the *Township* is unable to effect service on the *Owner*, a placard containing the terms of the order may be placed in a conspicuous place on the land and the placing of the placard shall be deemed to be sufficient service of the order on the owner.

Penalty Provisions

95. Every *Person* who contravenes a provision of this By-law, including an Order issued under this By-law, is guilty of an offence.

96. If a corporation has contravened a provision of this By-law, including an order issued under this By-law, every director and officer who knowingly concurred in such a contravention is guilty of an offence.

97. If a *Sign* has been erected or displayed in contravention of any provision of this By-law, and the contravention has not been corrected, the contravention of the provision shall be deemed to be a continuing offence for each day or part of a day that the contravention remains uncorrected.

98. If an Order has been issued under this By-law, and the order has not been complied with, the contravention of the order shall be deemed to be a continuing offence for each day or part of a day that the order is not complied with.

99. Every *Person* who is guilty of an offence under this By-law shall be subject to the following penalties:

- a) upon a first conviction, to a fine of not less than \$100.00 and not more than \$50,000.00;
- b) upon a second or subsequent conviction for the same offence, to a fine of not less than \$400.00 and not more than \$100,000.00;
- c) upon conviction for a continuing offence, to a fine of not less than \$100.00 and not more than \$10,000 for each day or part of a day that the offence continues. The total of the daily fines may exceed \$100,000.00; and
- d) upon conviction of a multiple offence, for each offence included in the multiple offence, to a fine of not less than \$100.00 and not more than \$10,000.00. The total of all fines for each included offence is not limited to \$100,000.00.

100. For the purposes of this By-law:
- a) "multiple offence" means an offence in respect of two or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law; and
 - b) An "offence" means an offence or subsequent offence if the act giving rise to the offence occurred after a conviction had been entered at an earlier date for the same offence.

PART #15 – REPEAL

Repeal

101. By-law Number 2013-127 and all amendments thereto are repealed.

READ a FIRST and SECOND time this 22nd day of January, 2018.

READ a THIRD time and **FINALLY PASSED** this 22nd day of January, 2018.

Steve Pellegrini
Mayor

Kathryn Moyle
Director of Clerks/By-law Enforcement
Township Clerk

*(Ref. Clerks Department Report Number
No. CL-2017-17, C.O.W. Dec. 11/17
No. CL-2018-01, C.O.W. Jan. 8/18, and CL-2018-02,
C.O.W. Jan. 22/18)*