

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

BY-LAW NO. 16-22

BEING a by-law for prohibiting and regulating the erection and maintenance of signs, advertising devices, posting of notices, as well as temporary/mobile signs, and awnings within the Municipality of Mississippi Mills.

WHEREAS, pursuant to *Section 11(3) of the Municipal Act, R.S.O. 2001, Chapter c.25* as amended, a municipality may pass by-laws for prohibiting or regulating signs and other advertising devices, may define a class or classes of signs or other advertising devices, and may specify a time period during which signs or other advertising devices in a defined class may stand or be displayed in the municipality and may require the removal of such signs or other advertising devices which continue to stand or be displayed after such time period has expired;

NOW THEREFORE the Council of the Corporation of the Municipality of Mississippi Mills enacts as follows:

1. TITLE, SCOPE AND CONFORMITY REQUIREMENTS

A by-law to regulate within the Corporation, devices which are erected or intended to be erected or located or attached to any property to attract attention to any business, product, activity, service, or facility. This shall include among other things, flags, banners, pennants, lights, inflatable devices and/or objects intended for said purposes.

1.1 SHORT TITLE

This By-law may be cited as the 'Sign By-law'.

1.2 APPLICATIONS

No sign shall be erected, enlarged or placed for any purpose, within the boundaries of the Corporation, except as permitted by this By-law, and in conformity with the provisions of the most up-to-date current governing version of the Ontario Building Code.

2. GENERAL DEFINITIONS

Building Inspector - Means the Building Inspector that is appointed by the *Municipality*.

Chief Building Official - Means the Chief Building Official that is appointed by the *Municipality*.

Committee - Means the Committee of the Whole for the *Municipality*

Corner Lot Sign Triangle – Means a right angle triangle area that extends 6m (20ft) in distance up each property line from an intersecting point of two (2) property lines that are located at a corner of a travelled maintained road owned by the *Municipality* and are connected with a line between the furthest most points to form a triangle. Within this area no *Sign* is permitted at any time.

Council - Means the elected council for the *Municipality*

Downtown Zone – Means the area outlined in Schedule “B”

Driveway Sight Triangle – Means a right angle triangle area that extends 3.05m (10ft) up the edge of a travelled portion of a driveway or entrance curb cut starting at the property line and along the property line along *Frontage* for a total of 3.05m (10ft) and are connected with a line between the furthest most points to form a triangle. Within this area no *Sign* is permitted at any time.

Encroachment Agreement - Means a legal agreement entered into by an *Owner* and the *Municipality* for placement of a *Sign* that encroaches over or onto *Municipally Owned Land*.

Frontage - Means the *Lot Line* that fronts a *Municipality* owned and maintained road allowance.

Growing Season - Means the natural growing season and selling for any crop or product as determined by the specifics of the product. (e.g. honey, corn, strawberries etc)

Highway - Means the following: County Roads #7B, 9, 11, 16, 16A, 17, 20, 22, 24, 29, 49 and Kings Highway 7

Hold Harmless Agreement – Means an agreement entered into and signed by an *Owner* and the *Municipality* that names the *Municipality* as additionally insured for a liability amount determined by the *Municipality*.

Letter of Authorization – Means a letter of authorization from an *Owner* of a property to a third party applicant that will be installing a *Sign* on the owner's property.

Local Communities - Means but is not limited to neighboring communities that abut the *Municipality* boundary line.

Lot Line - Means the division line between a utility or right-of-way or a lot, or the division line between two lots.

Maximum Sign Height - Means the measured height from grade below the *Sign* to its highest most point of the *Sign*.

Minimum Sign Height - Means the measured height from grade below the *Sign* to its lowest most point, and does not include legs, pylons, or other supporting members.

Multiple Business/Plaza Sign/Shopping Centers – Means a gathering of more than two (2) businesses within a single building or multiple buildings on one (1) parcel of land that may or may not be under one management group.

Municipality – Means the Corporation of the Municipality of Mississippi Mills.

Municipally Owned Land - Means land under the ownership of the *Municipality* and/or land under the ownership of the Corporation of the County of Lanark and may include but is not limited to parks, road right of ways, sidewalks, boulevards and vacant lands.

Not For Profit / Community Organizations - Means a Not For Profit corporation that carries on its activities without the purpose of gain for its members. It is incorporated under the Corporations Act as a corporation that does not issue shares. It must have not for profit purposes and use any profits to promote those purposes. The most common types are charitable (including religious organizations), social clubs, service clubs, sporting and athletic organizations, professional and trade associations, rate payers associations and other community organizations and events.

Offsite Advertising Signs – Means a *Billboard Sign* that advertises commercial goods or services that are located on a different property from which the sign is located. Such goods and services may include but are not limited to housing developments, commercial stores, real-estate services, contractors, restaurants, and pancake houses.

Owner – Means the legal *Owner* of a property.

Portable - Means easily relocated from place to place and not permanently affixed to ground or structure.

Private Land - Means privately owned land.

Sign – Means an advertising device or notice, and means any medium including its structure and other component parts which is used or is capable of being used to attract attention to a specific subject matter.

Sign Area - Means the number of square meters on the surface of a *Sign* including the border and frame where there is no border it shall include the area of the surface lying within the extremities of the *Sign*.

Substantially Removed – Means a *Sign* structure that is demolished, moved or has its support legs, foundations or main mounting structure taken down and rebuilt to an amount of more than 50% of the structure.

Zoned - Means a zoning designation assigned by the Zoning By-Law that applies to a parcel of property.

Zoning By-Law - Means the most current Zoning Bylaw in force and effect within the Municipality.

3. SIGN DEFINITIONS

Awning Sign - Means a roof like projection supported entirely from the exterior wall of the building composed of rigid or non-rigid materials except for the supporting framework. All awnings containing advertising are regulated by this By-Law and the Ontario Building Code. A Building Permit and a *Sign Permit Fee* will be assessed to all awning Signs and any application shall have an attachment detail approved by a Professional Structural Engineer. Awnings that encroach over *Municipally Owned Land* will require approval from the *Committee*, a *Hold Harmless Agreement*, and *Encroachment Agreement* and an insurance certificate provided naming the *Municipality* as additionally insured in place prior to installation.

Banner and Inflatable Sign - Means a *Sign* composed of lightweight, flexible material such as cloth, plastic, canvas or other similar material, and which is mounted at each end or at the bottom so as to allow movement by atmospheric conditions. Including signs such as but not limited to: inflatable signs, waving arm signs, signs on sides of buildings and advertising balloons but does not include a *Vertical Flag Signs*.

Billboard Sign – Means a *Double Faced Sign* that is an *In Ground Sign* erected and maintained for *Offsite Advertising* purposes and contains no more than one individual business advertising per *Sign* face and has a *Sign* face area that is no less than 4.65m² (50ft²) and no greater than 10m² (108ft²) per *Sign* face.

Commercial Construction Identification Sign - Means an *On Ground Sign* that is *Portable* in nature and is temporarily erected on site to advertise the builder and any other sub trades working on a commercial building site. The *Sign* may be erected no sooner than permit issuance by the Building Department and must be removed no later than seven (7) days after permit closure. Commercial Construction Identification signs are limited to one (1) *Sign* on any work site and may contain multiple builder and subcontractor identifications. *Sign* area shall not exceed 2.97 m² (32ft²) and have a maximum height of 2.44m (8ft)

Commercial Real-Estate Sign – Means a *Stake Sign*, *Pin Sign*, *In-Ground Sign*, or *Wall Sign* that is placed on a parcel of land that is for sale, lease or rent at the time of placement of the *Sign*. *Wall Signs* shall be limited to one *Sign* per street frontage wall of any building and are restricted to the size under the *Wall Sign* definition. All other permitted signs are restricted to a maximum size of 0.74m² (8ft²) and shall have no more than one (1) single faced *Sign* for every 91.4m (300ft) of street *Frontage*.

Commercial Sandwich Board Sign – Means a *Sign* which is *Portable* in nature and does not have more than two (2) sides with an area greater than 0.65m² (7ft²). Additionally the *Sign* shall not exceed 0.6m (2ft) in width and shall be between 0.46m (1.5ft) and 1.06m (3.5ft) in height and is supported on ground not in ground. One (1) Commercial Sandwich Board Signs are permitted per frontage for each business within a building containing multiple businesses. Each sign shall have a minimum separation of 1.2m (4ft) from adjacent Commercial Sandwich Board Signs and any *In Ground Sign* located on the same property. No Commercial Sandwich Board Sign shall be issued without a minimum of 1.5m (5ft) clear space on sidewalk for passage as per Ontario's Barrier Free Requirements. Commercial Sandwich Board Signs will require a Hold Harmless Agreement if placed on *Municipally Owned Land* and shall be renewed in writing to the *Chief Building Official* every yearly by no later than April 1st of each year and shall remain in the approved location at all times. Commercial Sandwich Board Signs shall not interfere with traffic, snow removal, garbage and recycling pick up and shall be removed in times of inclement weather (blizzards etc) and high winds as to avoid being blown into *Municipally Owned Land*.

Community Event Sign – Means a *Stake Sign*, *Pin Sign*, or *On Ground Sign* that is erected for advertising of community events that take place within the *Municipality* or neighbouring communities. Such events include but are not limited to fairs, truck pulls, festivals, agricultural events, and bake sales for churches and community groups. A community event *Sign* must adhere to all size restrictions of the *Sign* type as indicated in this *By-Law* and shall require permission from the *Chief Building Official* prior to installation on *Municipally Owned Land*.

Digital Sign - Means an interior or exterior *Sign* that is remotely changed on or offsite and incorporates a technology or method allowing *Sign* copy to be changed without having to physically or mechanically replace the *Sign* face or its components. Such Signage may include but is not limited to: LED, LCD, Plasma Screens and Projectors, which may depict and/or project text, pictures and/or videos, Digital Reader Boards which depict moving or static text only.

Exclusions: Static Digital Temperature Displays, Gas Price Displays, Static LED Open Signs, Date/Time Displays.

Directional Sign - Means a *Sign* indicating direction to be followed to attain a certain destination with only the destination and/or distance identified. Such *Sign* shall be installed with a minimum height above grade of 0.6m (2ft) to a maximum height above grade of 1.83m (4ft) with a maximum area of 0.18m² (2ft²) and are not permitted on *Municipally Owned Land*. Directional signs are limited to a maximum of three (3) signs for any legally permitted commercial business or subdivision.. Directional Signs shall be placed only on Commercially zoned or Rural / Agricultural zoned land. Home based businesses are not permitted to have any directional signage.

Double Faced Sign - Means a *Sign* with two faces. A double faced *Sign* may be a “V” shaped *Sign*, or a *Sign* perpendicular to the roadway with two separate faces.

Downtown Commercial Sandwich Board Sign – Means a *Sign* which is *Portable* in nature and does not have more than two (2) sides with an area greater than 0.65m² (7ft²). Additionally the *Sign* shall not exceed 0.6m (2ft) in width and shall be between 0.46m (1.5ft) and 1.06m (3.5ft) in height and is supported on ground not in ground. A maximum of one (1) sandwich board sign per frontage in commercial zones will be permitted in the *Downtown Zone*. Multiple store entities may advertise on one downtown commercial sandwich board sign as long as all entities are contained on the *Private Land* the *Sign* is placed in front of. No Downtown Commercial Sandwich Board Sign shall be issued without a minimum of 1.5m (5ft) clear space on sidewalk for passage as per Ontario’s Barrier Free Requirements. Commercial Sandwich Board Signs will require a Hold Harmless Agreement if placed on *Municipally Owned Land* and shall be renewed in writing to the *Chief Building Official* every yearly by no later than April 1st of each year and shall remain in the approved location at all times. Commercial Sandwich Board Signs shall not interfere with traffic, snow removal, garbage and recycling pick up and shall be removed in times of inclement weather (blizzards etc) and high winds as to avoid being blown onto *Municipally Owned Land*.

Election Sign – Means any candidate *Sign* that is in place for any Municipal, Provincial or Federal election. Elections signs must be placed in conjunction with the rules and regulations of the respective Election Act that is governing at the time of erection. Additionally all *Election Signs* must be removed no later than seven (7) days after conclusion of the election.

Fascia Sign – Means a single faced *Sign* located in such a manner that the *Sign* is parallel to the main wall of the building to which it is attached. Fascia Signs shall not extend longer than the wall it is installed on unless building is located on a corner. Fascia Signs shall be installed no less than 2.3m (7.5ft) above finished grade and shall not project more than 0.3m (1ft) from the surface of the wall, and may not be placed over any required window, door, HVAC openings or exit facilities.

Farm Sign - Means a single or *Double Faced In Ground Sign* erected to advertise information that includes but is not limited to name, established date, contact info and slogans. Farm Signs shall not exceed 4.5m² (48ft²) in *Sign* area.

Fence Sign – Means any *Sign* that is placed on a fence with *Offsite Advertising* that is visible from an open municipal thoroughfare or *Highway*. Exclusions are any *Incidental Commercial / Industrial Sign* located on the *Private Land* in which it applies, and advertising for business entities that are contained on the property in which the fence is located. Any *Sign* placed on a fence for advertising shall not exceed 2.2m² (24ft²) and cannot be a *Luminous Sign* or *Illuminated Sign*.

Home Based Business Ground Sign – Means an *In Ground Sign* for a valid home based business located on the property the *Sign* is placed on with a single face that is parallel to a *Road* or *Highway* or a double faced *Sign* that is perpendicular to a *Road* or *Highway*. Minimum height above grade for all *Home Based Business Ground Signs* shall be not less than 0.6m (2 ft) and the maximum height shall not exceed 1.2m (4ft), and maximum *Sign* area shall not exceed 0.37m² (4.0ft²). *Home Based Business Ground Signs* shall be not permitted to be *Illuminated, Luminous Signs* or *Digital Signs*

Home Based Business Wall Sign – Means a *Sign* for a valid home based business located on the property the *Sign* is placed on located in such a manner that the *Sign* is parallel to the main wall of the building to which it is attached and shall face a *Road* or *Highway*. The *Sign* shall be installed with a minimum height above grade of 0.6m (2.0ft) to a maximum height above grade of 1.83m (6ft) with a maximum area of 0.37m² (4.0ft²) and projection of 0.08m (3 in) Such signage may be installed on available wall space and may not be placed over any required window, door, HVAC openings or exit facilities. *Home Based Business Wall Signs* shall be not permitted to be *Illuminated, Luminous Signs* or *Digital Signs*

Highway Advertising Sign – Means a *Billboard Sign* that is located on a property abutting a defined *Highway* right of way that advertises offsite services, sales, and/or products. No *Highway Advertising Sign* shall be issued abutting any *Highway* within the boundaries of the *Municipality*.

Illuminated Sign - Means a *Fascia Sign* or *In Ground Sign* which is lit downward from an external lighting source that is not permitted to allow upward transmission of light or to flash or be animated in any way. Additionally these signs should use low wattage bulbs and should be extinguished outside of normal operating hours. All external lighting sources for any illuminated sign shall be in compliance with Section 2.2 of By-Law 03-62 Outdoor Illumination and Control Light Pollution.

In Ground Sign – Means a single faced or *Double Faced Sign* that is supported in-ground with a minimum depth of 4' for frost coverage and is constructed to withstand environmental uplift and is not attached to any building. Minimum height above grade for all ground signs shall be not less than 0.6m (2 ft) and maximum height shall not exceed 2.44m (8ft), and maximum *Sign* area shall not exceed 4.5 m² (48ft²).

Incidental Commercial/ Industrial Signs – Means signs that are installed on a single parcel of property and are accessory in nature to the main permitted use. Such signage may include but is not limited to: Parking Signs, entrance/exit signs, menus, hours of operation, loading zone, pregnancy parking Signs, no smoking signs, and no parking signs.

Index Sign – Means a *Wall Sign* or *In Ground Sign* posted on private property that lists multiple occupants of a building consisting of one main entry that

contains multiple tenants and shall not exceed one (1) *Sign* per individual building on any one parcel of land. The *Sign* may have a *Sign* face of not greater than 1.11 m² (12ft²) and a in the case of an *In Ground Sign* shall not have a height greater than 1.8m (6ft).

Luminous Sign - Means a *Sign* lighted by an internal source that is not permitted to be flashing or animated in any way. Additionally these signs should not be directed towards adjacent properties, should use low wattage bulbs and should be extinguished outside of normal operating hours. Luminous Signs shall not have a white or light colored lit surface area that exceeds 30% of the *Sign* face to facilitate compliance with Section 2.2 of By-Law 03-62 Outdoor Illumination and Control Light Pollution.

Motor Vehicle Advertising – Means a *Sign* affixed to a vehicle for advertising that is placed on a property and is in an immobile status. Such signage includes but is not limited to signs affixed to motorized vehicles (licensed or unlicensed), signs on wheels (on trailers), and transports trailers. In use work vehicles parked in residential driveways, or in use as every day transportation with permanent or magnetic advertising are permitted but must be moved every 48 hours.

Municipal Sign - Means any *Sign* that is erected by the *Municipality* for any services, advertising or announcements.

Mural Signs - Means a *Sign* that is applied directly to the surface of a building, structure or displayed merchandise by means of paint, or other marking substances to create a *Sign* for advertising. Mural Signs include but are not limited to artistic renderings, current advertisements, and religious statements. Does not include a *Window Sign*.

On Ground Sign – Means a *Portable* single faced or *Double Faced Sign* that is not an *In Ground Sign* or a *Portable Sign* and is placed for temporary advertising. On ground signs are limited to maximum size height of 1.2m (4ft) and shall not exceed 1.5m² (16ft²) in *Sign* face and shall not be erected or displayed at times of heavy winds, snow storms, snow removal, or any similar circumstance where their placement could become a danger due to environmental conditions. On Ground Signs require a Hold Harmless Agreement if placed on *Municipally Owned Land* and shall be renewed in writing to the *Chief Building Official* every year by no later than April 1st of each year and shall remain in the approved location at all times. On Ground Signs are not permitted in a defined *Driveway Sign Triangle* or *Corner Sight Triangle*.

Portable Sign – Means a single faced or *Double Faced Sign* that is not an *In Ground Sign* or an *On Ground Sign* that includes but is not limited to wood signs with weighted bottoms, spider leg signs, and wheeled portable signs. Portable Signs shall not exceed 2.23m² (24ft²) in *Sign* area and have a maximum height of 2.4m (8.0ft) and have a minimum of 500lbs of weight applied to base for resistance of movement by environmental conditions or have a detail provided by a Professional Structural Engineer provided for alternate anchorage methods.

On Ground Signs are not permitted on *Municipally Owned Lands, Driveway Sign Triangle* or *Corner Sight Triangle*.

Pin Sign – Means a *Sign* fastened to small metal rods that penetrate the ground for support of the *Sign*. Such signs are temporary in nature and shall be no greater than 0.14m² (1.5ft²) in area and no higher than 0.91m (3.0ft) above grade and shall not be installed on *Municipally Owned Land*. Pin signs may include but are not limited to seasonal snow removal (See 7.17), apartment for rent, personal items for sale and yard sales. Signs advertising businesses within the *Municipalities* boundaries are not permitted to advertise with Pin Sign.

Produce Stand Signs – Means a *Stake Sign, Pin Sign, Residential Sandwich Board Sign, and On Ground Sign* that is *Portable* in nature and is put out to display local produce that is sold on private property. Such *Signs* shall not exceed 0.56m² (6.0 ft²) in area and are permitted to be displayed on private property only during operation hours of the produce stand. The maximum number of *Signs* shall not exceed two (2). Produce stands that have a *Mural Sign* on the structure are permitted and it will not count towards the total Sign count.

Property Identification Number Sign – Means 911 identification *Sign* that is placed on *Municipally Owned Land* for identification of property for emergency services personnel to locate property in case of emergency.

Public Authority Signs – Means an *In Ground Sign, Fascia Sign, Wall Sign or a Incidental Sign* that is in place for Public Authorities which include but are not limited to the County of Lanark, Government of Canada, Province of Ontario, Conservation Authorities, and Schools (for identification and direction only).

Residential Construction Identification Sign – Means an *On Ground Sign* that is temporarily erected on site to advertise the builder and any other sub trades working on a residential building site. Sign may be erected no sooner than permit issuance from the Building Department and must be removed no later than 7 days after permit closure. Residential Construction Identification Signs are limited to one (1) *Sign* on any work site and may contain multiple builder and subcontractor identifications. *Sign* area shall not exceed 1.11 m² (12ft²) and have a maximum Sign Height of 1.8m (6ft). May include a *Pin Sign* for contracting work taking place on a residential property that does not require a permit (eg. lawn spraying, landscaping, and driveway sealing). *Pin Signs* can be advertised for a maximum of two (2) weeks after completion of project and must be contained on private property.

Residential Incidental Signs – Means a *Stake Sign, Pin Sign or Residential Sandwich Board Sign* that is *Portable* in nature and is installed to advertise items including but not limited to seasonal snow removal, apartment for rent, and personal items for sale. Residential Incidental Signs are not permitted on *Municipally Owned Land*.

Residential Mailbox Signs – Means a stationary single or double faced *Sign* visible from both directions that is perpendicular to the road and is installed above the minimum Canada Post regulated height for a mailbox. Such signs are only permitted to advertise a valid Home Based Business use on the property. Signs are limited to a maximum width of 0.46m (1.5ft) and a height of 0.3m (1.0ft) and shall be securely fastened to not dislodge due to environmental conditions.

Residential Real-estate Sign – means a *Stake Sign, Pin Sign, In Ground Sign, or Wall Sign* that is placed on a private parcel of land that is for sale, lease or rent at the time of placement of the *Sign*. *Wall Signs* shall be limited to one *Sign* per wall that has *Frontage* on a *Street* and are restricted to a maximum size of 0.18m² (2ft²). All other permitted signs are restricted to a maximum size of 0.18m² (2ft²) and shall have no more than one (1) single faced *Sign* for every 91.4m (300ft) of street *Frontage*.

Residential Sandwich Board Sign – Means a *Sign* which is *Portable* in nature and does not have more than two (2) sides and meets all requirements elsewhere in this By-law for size and area. Residential Sandwich Board Signs are to be located on privately owned land and are only permitted for a *Community Event Sign* or a *Yard /Garage Sale Sign*.

Roof Sign - Means any *Sign* which is located on or above any roof of a building or located on the top of, or above the parapet of a building. A roof *Sign* shall not include any *Sign* erected on the wall of a penthouse or other like structure which projects above the roof of a building.

Stake Sign – Means a *Sign* that is fastened to a wooden stake(s) that penetrates the ground for support of the *Sign*. Such signs are temporary in nature and shall be no greater than 0.14m² (1.5ft²) in area and no higher than 0.91m (3.0ft) above grade and shall not be installed on *Municipally Owned Land*. Stake signs may include but are not limited to seasonal snow removal, apartment for rent, personal items for sale and yard sales.

Swinging/Perpendicular Sign – Means a *Double Faced Sign* (not permitted to be a V shape) that has a perpendicular *Sign* projection supported entirely from the exterior wall of the building composed of rigid materials for both the *Sign* and the supporting framework. This type of *Sign* shall have an attachment detail approved by a Professional Structural Engineer. Such signs shall be installed with a *Minimum Sign Height* of no less than 2.3m (7.5ft) above finished grade and shall not project more than 1.2m (4ft) from the surface of the wall and contain a *Sign* area of no greater than 0.56m² (6.0 ft²). Swinging/Perpendicular Signs that encroach over *Municipally Owned Land* will require approval from the Committee, Hold Harmless Agreement, Encroachment Agreement and an insurance certificate provided naming the *Municipality* as additionally insured in place prior to installation.

Tree Sign – Means a *Sign* that is posted on a living tree located on *Municipally Owned Land* or *Private Land*.

Utility Pole Sign – Means a *Sign* located on a utility pole that is located on *Municipally Owned Land* or *Privately Owned Land*.

Vertical Flag Signs - Are in ground supported advertising flags that indicate location, name, or event upon them and shall be installed only on the property where the service, sale or event is taking place. Vertical Flag Signs shall not exceed 2.44m (8ft) in height and must be installed deep enough in the ground to resist overturn. Vertical Flag Signs are not permitted on *Municipally Owned Land*. The maximum number of Vertical Flag Signs on any property shall not exceed three (3).

Wall Sign – Means a single faced Sign located in such a manner that the *Sign* is parallel to the main wall of the building to which it is attached. Such *Sign* shall be installed with a minimum height above grade of 0.6m (2.0ft) to a maximum height above grade of 2.44m (8ft) with a maximum area of 1.11 m² (12ft²) and projection of 0.3m (1.0ft) Such signage may be installed on available wall space and shall not be installed over any window, door, or required HVAC openings, lighting and exit facilities. Wall signs shall include signs on fences or other vertical planes.

Window Sign – Means a *Sign* painted on the interior of a window, or placed on the inside surface of a window of a permitted commercial business that is used for advertising purposes. Window Signs shall not be *Digital Signs*.

Yard/Garage Sale Sign – Means a *Pin Sign*, *Stake Sign* or *Residential Sandwich Board Sign* that is temporary in nature to advertise a yard sale location contained within the boundaries of the *Municipality*. Such Signs shall not be installed on *Municipally Owned Land*. All Yard/ Garage sale signs shall be no greater than 0.14m² (1.5ft²) in area and not more than 0.6m (2ft) in height and 0.6m (2ft) in width. All yard sale signs may be erected no sooner than two (2) days before sale and must be removed no later than one (1) day after event is completed.

4. APPLICATION FOR PERMIT

4.1 Permit Required

- a. No person shall erect, place, alter or cause to be erected or placed or structurally alter any *Sign* existing or new within the Corporation of the Municipality of Mississippi Mills without first obtaining a *Sign* permit from the *Chief Building Official* or a *Building Inspector*.
- b. Any alteration or change to an existing *Sign* indicating a new business shall require a new *Sign* permit from the *Chief Building Official* or *Building Inspector* as per Section 3.1.a.
- c. A change in the message displayed by a *Sign* or other advertising device does not in itself constitute an alteration.

4.2 Permit Review

- a. Prior to the issuance of a *Sign* permit, an application for a permit, shall be submitted to the Building Department office in order that the proposed. *Sign* and/or alteration may be examined for conformity with this By-law.

4.3 The application for a permit shall be accompanied by the following information:

- a. completed drawings and specifications of what is to be erected or structurally altered, including where applicable, details of supporting framework (including lighting and materials used);
- b. erection plans indicating the location of the *Sign* on the building relative to vehicle access, doors, windows, and other existing signs on the site; and
- c. site plans to scale indicating location on the site, street line and other boundaries of the property and the location of the building thereon.

4.4 On receipt of a completed application, the *Chief Building Official* or *Building Inspector* shall issue a *Sign* permit provided the *Sign* proposed in the application is in compliance with regulations contained in this By-law, and if applicable with *Sign* requirements contained in the Ontario Building Code, Regulation 205/08, Section 3.15.

4.5 The fees for *Sign* permits shall be in accordance with the Municipality of Mississippi Mills current Fees Bylaw.

5.6 All signs that shall require a permit shall display in an easily readable text in the bottom right hand corner of the sign the assigned permit number issued by the *Municipality*.

5. PROHIBITED SIGNS

5.1 The following signs are not permitted in any zone.

- a. *Digital Sign* (Exceptions listed in definition are permitted in commercial zones)
- b. *Billboard Sign*
- c. *Fence Sign* (Exceptions listed in definition are permitted in commercial zones)
- d. *Roof Sign*
- e. *Tree Sign*
- f. *Utility Pole Sign*

6. PERMIT EXEMPTIONS

6.1 No permit shall be required for any of the following signs, permitted that they are meeting the criteria outlined in each definition and any zone specific requirements.

- a. *Commercial Construction Identification Sign*
- b. *Commercial Real-Estate Sign*
- c. *Community Event Sign*
- d. *Election Sign*
- e. *Farm Sign*
- f. *Incidental Commercial / Industrial Sign*
- g. *Local Community Event Sign*
- h. *Municipal Sign*
- i. *Pin Signs*
- j. *Produce Stand Sign*
- k. *Property Identification Number Sign*
- l. *Public Authority Sign*
- m. *Public Conveyance Sign*
- n. *Residential Construction Identification Sign*
- o. *Residential Real-Estate Sign*
- p. *Stake Signs*
- q. *Vertical Flag Signs*
- r. *Window Sign*
- s. *Yard/Garage Sale Signs*

7. GENERAL SIGN REGULATIONS

7.1 Lighting of Signs

No *Sign* with red or amber lighting shall be located in such a fashion as to:

- a. Diminish or detract from the effectiveness of any traffic signal or similar safety warning device.
- b. Fall within the vision of motorists in such a manner so as to create a traffic hazard.

7.2 Hold Harmless Agreement and Liability Coverage

- a. The Owner or person in control of any *Sign* extending over or placed on *Municipally Owned Land* beyond the building line shall execute a "hold harmless agreement" indemnifying the *Municipality* against all loss, cost, damage or expense incurred or sustained by or recovered against the municipality by reason of the construction or maintenance of same. The Owner or person in control shall also provide proof of liability coverage in the amount of a minimum of two million dollars (\$2,000,000.00).

- b. The execution of a 'hold harmless agreement' and the insurance certificate referred to above shall be in the form prescribed by the Council and set out as Schedule "A" to this By-law.
- c. No *Sign* is to be erected prior to the above mentioned documentation being provided to the *Municipality*. This section also applies to any *Sign* being erected on *Municipally Owned Land* that does not require a permit.

7.3 Electrical Work

- a. All electrical work related to a *Sign* shall conform to the applicable regulations of the authority having jurisdiction over electrical work.

7.4 Maintenance

- a. Every *Sign* shall be kept in good repair and in a safe and secure condition so as not to endanger any person or property at any time.
- b. When a *Sign* is not constructed of galvanized or corrosive resistant materials, it shall be maintained in a clean and painted condition.

7.5 Housekeeping

- a. It shall be the duty and responsibility of the *Owner* or lessee of any *Sign* to maintain the immediate premises occupied by the *Sign* in a neat and tidy condition.
- b. Any commercial business that provides goods or services that has a legally permitted *Sign* on display onsite or offsite at time of closure of business shall remove any *Sign* in conjunction with the business within one (1) week of closure of the business entity. Any new *Sign* to be placed on the existing *Sign* structure will require a new application for permit to be submitted to the *Municipality* for review by the *Chief Building Official* or *Building Inspector* as per 3.1(b) of this By-Law.
- c. Any discontinued *Illuminated Sign* including *Fascia Sign* will require a dark coloured blank to be installed over *Sign face* until such time that the new advertisement *Sign* is installed. If no dark coloured blank is installed the disconnection of lighting in the *Sign* shall also be deemed acceptable.

7.6 Inspections

- a. Every *Sign* for which a permit is required shall be subject to inspection by the *Chief Building Official* or *Building Inspector*. The *Owner* or other person erecting the *Sign* shall notify the *Municipality* that the work on the *Sign* has been completed so that the necessary inspection may be undertaken by the *Chief Building Official* or *Building Inspector*.

7.7 Sign Placement and Fire Department

- a. No *Sign* or advertising device shall be attached to or placed upon any building in such a manner so as to obstruct any fire escape, fire exit, or to interfere in any way with the work of the fire department.

7.8 Sidewalks

- a. No person shall paint, print or impress any notice or advertisement on any sidewalk, on any street or on any road allowance without having authority of the *Committee*.

7.9 Ontario Building Code

- a. Any *Sign* install shall meet requirements of the most current Ontario Building Code and subsequent versions at all times in regards to items such as but not limited to smoke development classification of a plastic *Sign*, burn rates of a plastic *Sign*, proximity to overhead electrical conductors, footing requirements and structural designs under Part 4.

7.10 Signs Causing Hazard To Public

- a. Any *Sign* which becomes or is deemed by the *Chief Building Official* to be a hazard to motorists and/or pedestrians shall be removed.

7.11 Election Sign After Nomination Day

- a. No person shall erect an election *Sign* for a Municipal Election until after the Nomination Day of an election year.

7.12 Grandfathering

- a. All *Signs* legally existing prior to the passing of this *By-Law* with the exception of *Sandwich Board Signs* will be considered grandfathered and are permitted to stay in place as long as they are not *Substantially Removed*. *Sign* re-facing of existing signs with an advertisement that is no greater in area than the existing sign is permitted but will require a permit as required in Section 4 of this *By-Law*.

7.13 Site-plan Control Approval

- a. Signs on commercial properties submitted under process of Site-plan Control from an Applicant to the Planning Department and approved by *Council* or the *Committee* will be considered approved and shall not require a separate sign permit.

7.14 Heritage Conservation District (HCD)

- a. Any *Sign* proposed in any HCD that is legally applied by a By-law passed by the *Municipality* will need to adhere to all requirements of the HCD for erection, installation, or alteration/removal of a *Sign*.
- b. *Digital Signs* are not permitted within the boundaries of any Heritage Conservation District as determined by the governing by-Law that is passed by the *Municipality*

7.15 Municipal Signs

- a. Any *Municipality* sanctioned *Sign* that is erected or installed upon *Municipally Owned Land* is not subject to the restrictions of this Sign By-Law.

7.16 Signs Abutting a Highway

- a. Any *Sign* abutting a County *Highway* will need to meet the following requirements:
 - i) Any *Sign* less than 3.05m (10ft) in length must be 30.5m (100ft) from the center line of the *Highway*.
 - ii) Any *Sign* 3.05m (10ft) to 7.62m (25ft) in length must be 61m (200ft) from the center line of the *Highway*.
 - iii) Any *Sign* 7.93m (26ft) to 15.24m (50ft) in length must be 91.5m (300ft) from the center line of the *Highway*.
 - iv) No *Sign* shall be placed within 300 ft of a road intersection and within 100 ft of another *Sign* on the same side of the *Highway*.

7.17 Snow Removal Pin Signs

- a. Snow removal *Pin Signs* may be erected only between December 1st and March 31st.

7.18 Outdoor Illumination and Control Light Pollution.

- a. No *Illuminated Signs*, *Luminous Signs* or *Digital Signs* shall be permitted within a 4km radius of the Fred Lossing Observatory as per By-Law 03-62.

8. RESIDENTIAL ZONES

8.1 Residential Zones include the following *Zoning Designations* (**R1, R2, R3, R4, RR, LSR, V**) – Includes all Sub Zones.

8.2 Permitted Signs in this zone are (See Definition for details):

Community Event Sign

Election Sign

Home Based Business Ground Sign (See 8.4 of this section)

Home Based Business Wall Sign (See 8.4 of this section)

Municipal Sign

Property Identification Number Sign

Residential Construction Identification Sign

Residential Incidental Sign

Residential Real-estate Sign (See 8.5 of this section)

Residential Sandwich Board Sign

Vertical Flag Sign (See 8.6 of this section)

Yard Sale Sign

8.3 Any *Sign* that is not listed section 8.2 or the definitions section of the Sign By-Law shall not be permitted.

8.4 As per the *Zoning By-Law*, Home Based Businesses are permitted to have a maximum of one (1) *Sign* for home based business advertising. The *Sign* may be either a *Home Based Business Ground Sign* or a *Home Based Business Wall Sign*.

8.5 *Residential Real-Estate Signs* that are larger than defined criteria shall require a permit and meet all associated conditions of this By-Law. *Residential Real-Estate Signs* are not permitted on *Municipally Owned Land* without permission from the *Committee*.

8.6 *Vertical Flag Signs* can only be placed at a sales office in a developing subdivision in a residential zone.

8.7 *Sandwich Board Sign* are only permitted for *Community Event Signs* and shall be installed no sooner than seven (14) days prior to event and shall be removed no later than one (2) day after the event has ended and shall not be placed on *Municipally Owned Land*.

9. INDUSTRIAL AND COMMERCIAL ZONES

9.1 Industrial and Commercial Zones include the following *Zoning Designations* (**C1, C2, C3, C4, C5, C6, C7, E1, V, M1, M2, M3, M4, MP, MQ, M4, I**) – Includes all Sub Zones

9.2 Permitted Signs in this zone are (See Definition for details):

Awning Signs
Banner Signs (See 9.8 of this Section)
Commercial Construction Identification Sign
Commercial Real-Estate Sign
Commercial Sandwich Board Sign (See 9.7 of this Section)
Community Event Sign
Digital Sign (See 9.7 of this Section)
Election Sign
Emergency Sign
Fascia Sign
Illuminated Sign (See Section 7.18)
In Ground Sign
Incidental Commercial/Industrial Sign
Index Sign
Luminous Sign (See Section 7.18)
Municipal Sign
Mural Sign
On Ground Sign
Portable Sign
Produce Stand Sign
Swinging/Perpendicular Sign (See 9.4 of this Section)
Wall Sign
Vertical Flag Sign
Yard Sale Sign

9.3 Any *Sign* that is not listed in section 9.2 or the definitions section of the Sign By-Law shall not be permitted.

9.4 A maximum of one (1) *Swinging/Perpendicular Sign* is permitted for any business per business in a commercial zone.

9.5 Single commercial properties with one tenant are permitted a maximum of one (1) *In Ground Sign* on the property that advertises the business contained within the subject property. Additionally each business is permitted to have one (1) *Fascia Sign*, and one (1) *Wall Sign* OR one (1) *Swinging/Perpendicular Sign*.

9.6 *Multiple Business/Plaza Signs/Shopping Centers* shall have one (1) *Multiple Business Sign* that is an *In Ground Sign* located on the property that advertises all businesses contained within the subject property. Additionally each business is permitted to have one (1) *Fascia Sign*, and one (1) *Wall Sign* or one (1) *Swinging/Perpendicular Sign*.

9.7 *Digital Signs* shall meet the following criteria to be used in this zone:

- a) Shall be no greater than 0.65 m² (3 ft²) in area shall not be standalone in nature
- b) Shall only be LED in nature (Cannot be LCD screen)
- c) Shall have no animation and can only be text based
- d) May have multiple messages but no scrolling or movement based animation
- e) Messages shall not change at a rate less than 30 seconds per message
- f) Shall have no less than 75% dark coloured text
- h) No *Digital Signs* are permitted within *Downtown Zone* as per Schedule "B"
- i) No *Digital Signs* are permitted within 30m (98.4ft) of another *Digital Sign* on the same side of the road

9.8 *Banner Signs* shall be permitted for a temporary time frame of no more than 60 days and will have to provide documentation showing that the material the sign is made of meets the Ontario Building Code requirements for flame spread to be permitted. *Banner Signs* shall not be permitted to be placed over windows, doors or other service penetrations on the building where it is installed and not more than one (1) banner sign is permitted on any property at any given time. If the building face encroaches on *Municipally Owned Land* then the requirements of Section 7.2 will need to be addressed. *Banner Signs* shall be affixed to the building in a manner to ensure that it will not become detached from the building face in adverse weather conditions.

10. AGRICULTURAL AND RURAL ZONES

10.1 Agricultural and Rural Zones include the following Zoning Designations (**A, RU**) – Includes all Sub Zones

10.2 Permitted Signs in this zone are (See Definition for details):

Banner Signs (see 10.9 of this Section)
Commercial Construction Identification Sign
Commercial Real-Estate Sign (See 10.5 of this section)
Community Event Sign
Election Sign
Stake Sign
Emergency Sign
Fascia Sign (See 10.7 of this section)
Farm Sign
Fence Sign
Home Based Business Ground Sign (See 10.4 of this section)
Home Based Business Wall Sign (See 10.4 of this section)
Illuminated Sign (See 10.7 of this section)

In Ground Sign (See 10.7 of this section)
Incidental Commercial/Industrial Sign (See 10.7 of this section)
Index Sign (See 10.7 of this section)
Luminous Sign (See 10.7 of this section)
Mural Sign
Municipal Sign
On Ground Sign (See 10.7 of this section)
Pin Sign
Portable Sign
Produce Stand Signs
Residential Construction Identification Sign
Residential Real-estate Signs (See 10.5 of this section)
Vertical Flag Sign (See 10.6 of this section)
Yard Sale Sign
Wall Sign (See 10.4 of this section)

- 10.3** Any *Sign* that is not listed in section 10.2 or the definitions section of the Sign By-Law shall not be permitted.
- 10.4** As per the *Zoning By-Law*, Home Based Businesses are permitted to have a maximum of one (1) *Sign* for home based business advertising. The *Sign* may be either a *Home Based Business Ground Sign* or a *Home Based Business Wall Sign*.
- 10.5** *Residential Real-Estate Signs* and *Commercial Real-Estate Signs* that are larger than defined criteria will require a permit and meet all associated conditions of this *By-Law*. *Residential Real-Estate Signs* and *Commercial Real-Estate Signs* are not permitted on *Municipally Owned Land* without permission from the *Committee*.
- 10.6** *Vertical Flag Signs* can only be placed at a produce sales stand on a place where the respective services are provided on RU or A Zoned property in which they are installed.
- 10.7** Commercial Signs are only permitted in the RU and A zone if the use is a permitted commercial use in the Agricultural and Rural area as defined in the *Zoning By-Law*. Any Commercial Sign permitted must adhere to Section 7.18 of this By-Law.
- 10.8** Single permitted commercial businesses with one tenant are permitted a maximum of one (1) *In Ground Sign* on the property that advertises the business contained within the subject property. Additionally each business is permitted to have one (1) *Fascia Sign*, and one (1) *Wall Sign*.
- 10.9** *Banner Signs* shall be permitted for a temporary time frame of no more than 60 days and may only be affixed to a building. *Banner Signs* will have to provide documentation showing that the material the sign is made of meets the Ontario Building Code requirements for flame spread to be

permitted. *Banner Signs* shall not be permitted to be placed over windows, doors or other service penetrations on the building where it is installed and not more than one (1) banner sign is permitted on any property at any given time. If the building face encroaches on *Municipally Owned Land* then the requirements of Section 7.2 will need to be addressed. *Banner Signs* shall be affixed to the building in a manner to ensure that it will not become detached from the building face in adverse weather conditions. Banner signs in the Agricultural and Rural Zone are only permitted for commercial entities that are approved uses on the property.

11. INSTITUTIONAL AND OPEN SPACE ZONES

11.1 Institutional and Open Space Zones include the following Zoning Designations (**I, OS**) – Includes all Sub Zones

11.2 Permitted Signs in this zone are (See Definition for details):

Commercial Construction Identification Sign
Commercial Real-Estate Sign (See 11.5 of this section)
Community Event Sign (See 11.4 of this section)
Digital Signs (See 11.8 of this section)
Election Sign
Fascia Sign (See 11.7 of this section)
Illuminated Sign (See 11.7 of this section)
In Ground Sign (See 11.7 of this section)
Index Sign (See 11.7 of this section)
Luminous Sign (See 11.7 of this section)
Municipal Sign
Mural Sign
Public Authority Sign
Property Identification Number Sign
Vertical Flag Sign (See 11.6 of this section)
Yard/Garage Sale Sign
Wall Sign (See 11.7 of this section)

11.3 Any *Sign* that is not listed in section 11.2 or the definitions section of the Sign By-Law shall be considered not permitted.

11.4 *Community Event Signs* on *Municipally Owned Land* must seek approval from the *Chief Building Official* before placement of sign takes place and shall require a *Hold Harmless Agreement* and insurance naming the *Municipality* as additionally insured.

11.5 *Residential Real-Estate Signs* and *Commercial Real-Estate Signs* that are larger than defined criteria shall require a permit and shall meet all other requirements of the Sign By-Law. *Residential Real-Estate Signs* and *Commercial Real-Estate Signs* are not permitted on *Municipally Owned*

Land without permission from the *Committee* and shall meet all indemnity and insurance requirements required by the *Municipality*.

11.6 *Vertical Flag Signs on Municipally Owned Land* require approval from the *Committee*. All other Vertical Flag Signs are limited a maximum of three (3) signs at any time.

11.7 *Fascia Sign, Illuminated Sign, Luminous Sign, In Ground Sign, Index Sign and Wall Sign* installations are permitted only on approved new structures and existing buildings and are limited to a maximum of one (1) *Fascia Sign*, one (1) *Wall Sign* and one (1) *In Ground Sign* per property. Any *Illuminated Sign* or *Luminous Sign* permitted must adhere to Section 7.18 of this By-Law.

11.8 *Digital Signs* shall meet the following criteria to be used in this zone:

- a) Shall be no greater than 0.65 m² (3 ft²) in area shall not be standalone in nature
- b) Shall only be LED in nature (Cannot be LCD screen)
- c) Shall have no animation and can only be text based
- d) May have multiple messages but no scrolling or movement based animation
- e) Messages shall not change at a rate less than 30 seconds per message
- f) Shall have no less than 75% dark coloured text
- g) No *Digital Signs* are permitted within 30m (98.4ft) of another *Digital Sign* on the same side of the road

12. ENVIRONMENTALLY SENSITIVE AND DEVELOPMENT ZONES

12.1 Institutional and Open Space Zones include the following Zoning Designations (**D, EH, EP**) – Includes all Sub Zones

12.2 Permitted Signs in this zone are (See Definition for details):

Residential Real-estate Signs

13. MINOR VARIANCES

13.1 The *Municipality* recognizes that there may be exceptions and an appeal to the *Committee* may be made for minor variances to this By-law.

- a. The applicant shall submit to the *Committee*, a detailed plan, specifications, documents or other information as may be required, the full application fee and any supporting documentation that the applicant considers appropriate.

- b. In considering an application for a variance, *Committee* shall have regard for:
 - 1. Design guidelines for *Signs* and site specific policies;
 - 2. Physical impediments or obstructions;
 - 3. Topography;
 - 4. *Sign* visibility;
 - 5. Public Safety; and
 - 6. Whether the variance is desirable in the circumstances.
- c. The disposition of the application by *Committee* is final and binding.

14. SIGNS IN VIOLATION AND THEIR REMOVAL

14.1 Signs in Violation

- a. Where an employee of the Corporation believes on reasonable grounds that there has been a contravention of this By-law, the employee may, at all reasonable times and upon producing proper identification, enter and inspect any property on or in respect of which he or she believes the contravention is occurring.
- b. Whenever the *Chief Building Official* or a *Building Inspector*, after inspecting a *Sign*, finds such *Sign* on private land to be in violation of the provisions of this By-law, he/she shall notify the *Owner* of the property and the *Owner* of the *Sign* in writing by registered mail, or by causing a notice to be delivered personally to such *Owner(s)* requiring them or either of them to repair, alter, or change, or remove such *Sign* within ten (10) days from the receipt of such notice in writing.
- c. Where the repair, alteration, change or removal of a *Sign* is a matter of extreme urgency, so as to be a danger to the public, or motorists or any other situation deemed to be dangerous, the *Chief Building Official* may give notice verbally and may reduce the period within which, in the *Chief Building Official's* sole discretion, is adequate, taking into account the circumstances at the time the notice is given.
- d. Where removal is appropriate, such notice as provided in Subsections a. and b. hereof shall terminate the relevant *Sign* permit.
- e. Refusal to comply with Subsection a. or b. will allow the *Municipality* to remove the offending *Sign* at the expense of the *Owner*.
- f. Signs, posters, flyers, notices posted on trees, poles, or traffic signs that are in violation of this by-law may be removed immediately without notice to the *Owner*.
- g. Removal of Signs placed on Municipally Owned Land without benefit of permit and in violation of this by-law may be removed immediately without notice to the *Owner*.

15. RECOVERY OF EXPENSES

- 12.1** A copy of an invoice for charges for removal of a *Sign* together with a certificate by the Clerk stating that all of subsections 14.1.a., b. and c. pertain, shall be sufficient authority to enter the amount of the unpaid balance of the invoice on the Collector's Roll for taxes where all of the following pertain:
- a. the invoice has been sent to the person liable to pay the same;
 - b. no payment or insufficient payment after a period of 60 days has been received for the invoice;
 - c. full payment of the invoice is overdue.

16. ABANDONMENT

- 16.1** Neither the granting of a permit, nor the approval of the plans and specifications, nor inspections made by the *Municipality* shall in any way relieve the *Owner* or any other person from full responsibility for carrying out work or having the work carried out in complete accordance with this By-law or any other by-law applicable thereto.
- 16.2** An application for a *Sign* permit may be deemed to be abandoned six (6) months after the date of filing, if a permit has not been issued and any application fee that has been paid is forfeited.
- 16.3** Every permit shall expire by limitation and become null and void under the provisions of this By-law and any application fee that has been paid is forfeited:
- a. if the work authorized by such permit is not commenced within six (6) months of the date of the permit issuance;
 - b. if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the work has commenced;
 - c. if the *Sign* has been removed.
- 16.4** If a permit has expired pursuant to Section 16.3., before such work can be commenced, the original permit shall be first renewed upon payment of the prescribed fee and upon the *Municipality* being furnished with satisfactory proof that the plans and specifications conform to the requirements of this By-law at the time of application renewal.

17. CONFLICT

- 17.1** Notwithstanding the provisions of any other by-law to the contrary, in the event of a conflict between the provisions of this by-law and other by-laws, the most restrictive provision(s) shall prevail.

18. OFFENCES

18.1 Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided in the Provincial Offences Act, Chapter S. 61, R.S.O. 1990 as amended.

19. PENALTY

17.1 If the Owner or person in control of a property fails to repair, alter or remove a sign, as the case may be, upon the order of the Chief Building Official, the Municipality, in addition to all other remedies:

- a. shall have the right to repair, alter or remove the *Sign* accordingly, and for this purpose with its servants and agents from time to time, enter in and upon the *Private Land* where the *Sign* or awning is situated;
- b. shall have right to recover its expenses in carrying out any repair, alteration or removal contemplated by this section by action, and such expenses may be recovered in like manner as municipal taxes as per Section 15.

18. REPEAL SECTION

18.1 By-law 10-55 shall be and are hereby repealed.

19. SCHEDULES AND SEVERABILITY

19.1 Schedules A and B attached to this by-law shall be read with and form part of this By-law.

19.2 Should any part, section, subsection or portion of this By-law be repealed or declared by a court of competent jurisdiction to be illegal, the same shall not affect the validity of the By-law as a whole or in part thereof, except for that which was declared to be invalid.

20. EFFECTIVE DATE

20.1 The provisions of this by-law shall come into force and take effect on the day of its passing.

BY-LAW READ passed, signed and sealed in open Council this 3rd day of March, 2016.

Shaun McLaughlin, Mayor

Shawna Stone, Clerk

SCHEDULE "A" - HOLD HARMLESS AGREEMENT FOR MUNICIPALITY

The undersigned hereby agrees to hold and save harmless the Corporation of the Municipality of Mississippi Mills and/or The Corporation of the County of Lanark, its officers, employees and officials from all claims or cause of action against the Corporation of the Municipality of Mississippi Mills and/or The Corporation of the County of Lanark because of injury or damage to property of others missing from the placement of a Sign or other property of the undersigned and placed on, into or above property or premises of the Corporation of the Municipality of Mississippi Mills or The Corporation of the County of Lanark.

NAME, TITLE AND POSITION

SIGNATURE

ADDRESS

DATE

WITNESS

If a Corporation, affix Corporate Seal.

INSURANCE CERTIFICATION

The owner shall at their own expense, obtain and maintain until the termination of the agreement or otherwise stated, provide the Municipality with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. Annual aggregate for any negligent acts or omissions by the owner relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the Municipality of Mississippi Mills and/or The Corporation of the County of Lanark as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation.

The Policy shall not be cancelled unless the Insurer notifies the Municipality or County in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality or the County.

SCHEDULE "B" - DOWNTOWN ZONE

Downtown Zone Almonte

