

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW NO. 2000-30

Being a By-Law to regulate
the erection and displaying
of signs on municipal property within the
Corporation of the Township of Chapleau.

WHEREAS Section 210 of the Municipal Act, R.S.O. 1990, Chapter M.45,
Subsections 146 and 149, as amended, authorizes the Council to pass by-laws regulating signs
and other advertising devices;

NOW THEREFORE the Council of the Township of Chapleau ENACTS AS
FOLLOWS:

1. Signs On Public Lands:

- a) The Council of the Corporation of the Township of Chapleau may enter into a lease agreement with a person proposing to erect a sign on municipal property within that area defined on Schedule "B" attached hereto, permitting the erection of a sign not exceeding in area 9.29 m², but in the absence of such agreement no sign shall be erected on municipal property by a person other than the municipality.
- b) Lease agreements made under the authority of this section shall not be less than 12 months in duration.
- c) Signs shall not be allowed to interfere with the normal business of adjoining land owners.
- d) Signs shall be placed no closer than 35m apart, save and except a Trail Blazer sign to be erected by Canadian TODS Limited at the corner of Pine Street and Monk Street for Missinaibi Headwaters Inc. and Racine Lake Campgrounds.
- e) Signs shall be removed on or before the expiry date of the lease or before the cessation of the business, whichever shall occur first.
- f) Any sign not removed in accordance with the provisions of this section shall be removed at the lease holders expense, and the lease holder shall in addition to any other penalty pay a removal fee of \$100.00 as liquidated damages, and not as a penalty for any sign removed pursuant to this section.
- g) Only the Chief Building Official shall control the location of the sign, having regards for the intent of this by-law, safety matters and other Municipal By-Laws or governmental regulations;
- h) No sign shall be lighted unless the wiring and connections are in full accordance with the Electrical Safety Authority regulations;
- i) No sign that has flashing or intermittent illumination shall be erected, if the sign is visible from a residential area;
- j) Signs shall be set back 1m from the curb, or such that said sign(s) will not impede Township snow plowing operations. Such installations shall be subject in all cases to the approval of the Chief Building Official.

2. Sign Standards:

All signs shall be maintained in good repair and in a structurally sound condition, and any signs that are excessively weathered or faded, or those upon which the paint has excessively peeled or cracked, shall be removed or put into a good state of repair along with their supporting members.

3. Illegal Signs:

The Corporation of the Township of Chapleau may cause to be pulled down or removed at the expense of the owner any sign, that is erected, displayed, repaired, replaced, reconstructed, or altered in contravention of this by-law.

4. Permit:

Fees for the permit shall be according to Schedule "A" attached hereto.

5. Permitted Areas and/or Zones:

Permitted areas and/or zones shall be according to Schedule "B" attached hereto.

6. Lease Agreement:

The lease agreement referred to in Section 1(a) and (b) above shall be in accordance with Schedule "C" attached hereto.

7. That By-Law 98-42 be and is hereby repealed in its entirety.

8. That this By-Law shall come into force and take effect on the 10th day of July, 2000.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 10th day of July, 2000.

Mayor.

C.A.O.

SCHEDULE "A" TO
BY-LAW 2000-30

Schedule of Fees

For any size sign permitted under this by-law, save and except a Canadian TODS Limited sign.....	\$100.00/year
For a Canadian TODS Limited sign..... (Corner of Pine and Monk)	\$150.00 for a ten year period effect from July 10, 2000 to July 10, 2010.

SCHEDULE "C" TO
BY-LAW 2000-30

THIS LEASE, made in triplicate this ___ th day of _____, 2000.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU
(hereinafter called the Township)

OF THE FIRST PART

-and-

(hereinafter called the "Lessee")

OF THE SECOND PART

WITNESSETH, that in consideration of the rents, covenants, and agreements, contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. LANDS LEASED

1.1 The Township agrees to lease unto the Lessee, a part of the untravelled portion of a highway known as _____ .

2. TERM AND APPLICATION FOR RENEWAL

2.1 The term of this Lease shall be for the period of _____ to _____ .

3. RENT

3.1 The Lessee covenants to pay as rent, one hundred dollars plus GST (\$100.00 plus GST), per season on or before the 15th day of January of each year which this lease is in effect.

3.2 Notwithstanding Section 3.1, Canadian TODS Limited covenants to pay as rent, one hundred and fifty dollars plus GST (\$150.00), for a ten (10) year lease effective July 10, 2000 to July 10, 2010, for a Trailblazer Sign, (19cm x 76cm) at the corner of Pine _____ and Monk Street for Missinaibi Headwaters Inc. and Racine Lake Campgrounds. Said rent to be paid on or before August 1st, 2000.

4. USE OF LANDS LEASED

4.1 The Lessee covenants to use the lands herein leased solely for the purpose of erecting a four foot by eight foot business sign for the Lessee's business.

4.2 The Lessee covenants to locate the sign according to By-Law 2000-29 attached hereto, and a minimum of 35 metres from the nearest sign.

4.3 Notwithstanding Section 4.2, Canadian TODS Limited may erect a Trail Blazer Sign, (19cm x 76cm) at the corner of Pine Street and Monk Street for Missinaibi Headwaters _____ Inc. and Racine Lake Campgrounds.

4.4 The Lessee covenant to pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

4.5 The Lessee covenants to abide by and comply with all lawful rules, regulations and by-laws of the Township and other governing bodies applicable to any use of the lands herein.

5. LEASE NOT TO BE ASSIGNED

5.1 The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the Township to such transfer or assignment.

6. INSURANCE

6.1 The Lessee covenants it shall at all times indemnify and save harmless, the Township from and against all claims and demands, loss, costs, damages, actions, by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

7. TERMINATION OF LEASE

7.1 Upon the termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

7.2 Any breach of the covenants herein shall at the option of the Township, operate to render this lease null and void.

8. PROVISOS

8.1 Provided that in the event of default hereunder or breach of any terms and covenants by the Lessee, the Township shall have the right to distrain the Lessee's property.

8.2 Provided that the Township may re-enter the leased premises herein for any non-performance or breach of the covenants herein.

8.3 Provided that the sign shall be removed at the end of each summer operating season, on or before the expiry date of the Lease or before the cessation of business, whichever shall occur first.

8.4 Provided that any sign not removed in accordance with this lease shall be removed at the Lessee's expense, and the Lessee shall in addition to any other penalty, pay a removal fee of \$100.00 as liquidated damages, and not as a penalty for any sign removed pursuant to this Lease.

9. NOTICE

9.1 Any notice required or given pursuant to this Lease shall be given by 1st class post or personal service and in the case of the Township to:

Township C.A.O.
Township of Chapleau
20 Pine Street
Chapleau, ON POM IKO

and in case of the Lessee to:

IN WITNESS THEREOF the Parties hereto have set their hands and seals.

Mayor

C.A.O.

Witness.