



Corporation of the Municipality of South Huron
Agenda -Special Meeting

Monday, June 24, 2019, 7:00 p.m.
Council Chambers - Olde Town Hall

Accessibility of Documents:

Documents are available in alternate formats upon request. If you require an accessible format or communication support, please contact the Clerk's Department at 519-235 -0310 or by email at clerk@southhuron.ca to discuss how best we can meet your needs.

Pages

1. Meeting Called To Order
2. Amendments to the Agenda, as Distributed and Approved by Council

Recommendation:

That South Huron Council approves the Agenda as presented.

3. Disclosure of Pecuniary Interest and the General Nature Thereof
4. Report

- 4.1 R. Msuya-Collison, Director of Legislative Services/Clerk - Amendment to Sign By-Law 73-2007, as amended

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Recommendation:

That South Huron Council receive the report re: Amendment to Sign By-Law 73-2007; and

That South Huron Council approve the request for Sign Permit by the Exeter Christian Reformed Church be submitted for approval under the conditions as outlined in the proposed amendments; and

That the necessary amending By-law be forwarded to Council for the required three readings.

- 4.2 D. Best, Chief Administrative Officer/Deputy Clerk - Pre-Servicing Agreement for South Point Subdivision

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Recommendation:

That the memo of D. Best, Chief Administrative Officer dated June 24, 2019 with respecting to the Pre-Servicing Agreement for the South Point Subdivision be received; and

That the Pre-Servicing Agreement for South Point Subdivision be approved; and

That the necessary By-law be forwarded to Council for the required three readings

5. Closed Session

6. Report From Closed Session

7. By-Laws

- 7.1 By-Law 50-2019 - Pre- Servicing Agreement 2695352 Ontario Inc.

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Recommendation:

That the South Huron Council gives first, second and third and final reading to By-Law #50-2019, being a By-law to authorize the execution of a Pre-Servicing Agreement between the Municipality of South Huron and 2695352 Ontario Inc.

8. Adjournment

Recommendation:

That South Huron Council hereby adjourns at _____ p.m., to meet again on July 15, 2019 at 6:00 p.m. or at the Call of the Chair.



Staff Report

Report To: Dan Best, Chief Administrative Officer
From: **Rebekah Msuya-Collison, Director of Legislative Services/Clerk**
Date: June 24 2019
Report: CL-17-2019
Subject: Amendment to Sign By-Law 73-2007, as amended

Recommendations:

That South Huron Council receive the report re: Amendment to Sign By-Law 73-2007; and

That South Huron Council approve the request for Sign Permit by the Exeter Christian Reformed Church be submitted for approval under the conditions as outlined in the proposed amendments; and

That the necessary amending By-law be forwarded to Council for the required three readings.

Purpose:

For direction and approval.

Background and Analysis:

South Huron Council received a request for exemption from the fees of Sign By-Law 73-2007 at the June 17, 2019 Regular Council meeting. The requester asked for 40 portable signs which would total \$1,000.00 for the sign permit costs, based on the current Sign By-Law which provides for fees for each portable sign at \$25.00 per month.

In addition, the requester asked for multiple signs on the Church property and the current Sign By-Law provides for one sign per lot as well as permission for locations on municipal property.

Council directed staff to review the current By-law and bring back a report with revisions for Council consideration that would provide equity and parameters for signage for Community events held by Charitable Organizations, Non-Profit, and Religious Organizations.

The current sign By-Law as amended provides General Provisions for Section 3.5 – Signs advertising Municipal and Community Events as follows:

- a) In any zone, signs may be erected directing attention to municipal or community events provided such signs:
 - i) are removed forthwith upon completion of the event.
 - ii) obtain consent from the owner of the property for which the sign is to be located.
 - iii) are no greater than 6.0m² (64.5ft²) in sign area.

The South Huron Sign By-law regulates and controls outdoor signs and advertising space by the type of signs such as mobile or ground, size, location, number and display timelines for all signs. This by-law ensures that signs are not a safety hazard and assists in maintaining a clean and positive image for our city

Staff reviewed the current By-Law and propose the following amendments to the Sign By-law with respect to Charitable Organizations, Non-Profit, and Religious Organizations:

1. Addition to Part 1 – Definitions

- i. “charity” means a registered charity as defined in the Income Tax Act (Canada) or successor legislation, which has a registration number issued by the Canada Revenue Agency, or successor agency;
- ii. “Community Event” means an event which is held for or which benefits the residents or local area within the Municipality of South Huron by a charity, or non-profit organization.
- iii. “non-profit organization” means a club, society or association that is organized and operated exclusively for social welfare, civic improvement or other similar purpose; is not operated for profit; and no part of the income is available for the personal benefit of any member, shareholder or trustee.

- iv. "Temporary Signs for Charitable Organizations, Non-Profit, Religious Organizations and Community Events" in reference to a Sign, means a Sign not intended or designed for permanent installation and placed into the ground by wire frame or of similar type of construction.

2. Addition to Part 3: General Provisions Section 3.5

- i. Temporary Signs for Charitable Organizations, Non-Profit, and Religious Organizations advertising festivals and community events, except Ground Signs as set out in Section 3.13, shall be permitted in accordance with the following:
 - (i) Applicant must be the charitable organizations, and non-profit corporations;
 - (ii) be the subject of an approved sign permit;
 - (iii) be removed 24 hours from the conclusion of the event;
 - (iv) not be erected without the consent of the owner or occupant of the property on which the sign is to be located;
 - (v) not be greater than 0.4m² in sign area
 - (vi) not be located so as to impede or interfere with the safe operation of vehicular or pedestrian traffic as determined by the Municipality's Public Works Manager or his/her designate;
 - (vii) be a minimum of 1.5m from any fire hydrant, curb, driveway, or the travelled portion of a highway;
 - (viii) not exceed a maximum of fifty (50) temporary signs per applicant per time period;
 - (ix) Shall not be illuminated.

- (x) A maximum of one (1) sign per residential and non-residential lot at any one time except:
 - i. Non-residential lots with a lot frontage greater than 50M of frontage may be permitted more than one (1) sign as described in 3.5 provided the signs are grouped to a maximum of five (5) per lot
 - ii. Residential lots with more than 30m of frontage may be permitted to have more than one (1) as described in 3.5 provided the signs are grouped to a maximum of 5 per lot
- ii. Temporary Signs for Charitable Organizations, Non-Profit, and Religious Organizations shall be in addition to a permitted sign that may be erected on each lot allowed that is subject to a permit.

3. Addition to Section Part 9: Fee Schedule

- i. Signs advertising Charitable organizations, and non-profit corporations
 - i. Up to 25 signs per applicant per time period – No Charge
 - ii. 25 to 50 signs per applicant per time period - \$75.00
 - iii. Applicants holding multiple community events that require individualized signs to be erected during the same 30 day time period will be subjected to regulations and fees.

Other Considerations:

Staff did not propose any changes to allowances for signage on municipal property as this can be done on a case by case basis. There are provisions in the By-Law that Council may, upon application for a minor variance from the provisions of this Bylaw, authorize signage on municipal property.

Operational Considerations:

Permits for the Sign By-Law are issued by South Huron Building Department. The introduction of temporary signs for Charitable Organizations, Non-Profit, and Religious Organizations additional locations will offer local organizations better opportunities to display information for community events while providing equity and parameters for this type of signage.

South Huron's Strategic Plan:

Section 6.2.2 of the Municipality of South Huron 2015- 2019 Strategic Plan identifies Strategic Objectives. The following elements are supported by the actions outlined in this report:

- ✓ Administrative Efficiency and Fiscal Responsibility
- ✓ Transparent, Accountable, and Collaborative Governance

Financial Impact:

Financial implications as outlined in this report.

Legal Impact:

There are no legal implications as a result of the actions outlined in this report.

Staffing Impact:

There are no staffing implications as a result of the actions outlined in this report.

Policies/Legislation:

Sign By-Law 73-2007

Consultation:

D. McNab, Chief Building Official
D. Best, CAO

Related Documents:

Request for Exemption – Exeter Christian Reformed Church
Consolidated Sign By Law 73-2007

Respectfully submitted,

Justin Finkbeiner, Administrative Assistant

Rebekah Msuya-Collison, Clerk/Director of Legislative Services

June 11, 2019

Re: Possible Exemption from Municipality of South Huron Sign By-law 73-2007 for Exeter Christian Reformed Church (ECRC)

Dear Municipality of South Huron Town Council:

Thank you for the work that you do in this community and the leadership that you exhibit. It does not go unnoticed, and it is appreciated!

Thank you also for the opportunity and the creativity exhibited to be able to present this letter to the council for an exemption to the sign by-law. I am writing on behalf of ECRC. We are a church body that desires to reach out more and more into our community. That involves using our building for community events, taking part in community events, and initiating community events.

One of our continued initiatives is Vacation Bible School (VBS) and Soccer Camp. You can find more information on these two events on our webpage: www.exetercrc.on.ca.

Briefly, VBS runs at ECRC from Monday to Thursday, July 22-25 from 9AM – 11:45AM. It is for JK to grade 5, and involves crafts, Bible stories, games and song. Soccer Camp runs at ECRC from Monday to Thursday, July 29-August 2 from 9AM-3PM. It is for ages 6-12, and involves soccer training, games and Bible stories.

This is the first year that we are trying to promote this community event through yard signs. Please note that the “hopeful intent” of these signs is to use them for another year as well (assuming they work and withstand the weather). In addition, we want to ensure that we comply and respect community regulations, which we then became aware of the cost.

We are making a request for exemption from the permit cost for each sign of \$25 under by-law 73-2007 section 2.9.

We have 40 signs that we have printed – 20 for VBS and 20 for soccer. We may or may not use all the signs. The signs are portable signs with a size of 18 inches x 24 inches, and will be put onto flexible metal H-stakes into the ground. Our intent is to put them mostly on our church property and some church members’ properties, with consent from the members. With your permission, according to section 3.5, we would also like to put some signs at higher traffic areas such as stoplights or four way stops, for example by South Huron Hospital, corner of 83/4 and corner of 4/Huron St. We would respect cluttering any area, and would ensure not to reduce visibility to either pedestrian or vehicle traffic. We would be in line with section 2.8.

Our intention is to put the signs out as soon as possible. We would like to leave the signs visible until the events or a week or two before the events, depending on registration. They would be out for likely at least two weeks, and no more than a month.

We have attached a picture of our signs sported by our church admin, Lisa. ☺

If you have any questions or require further information, please do not hesitate to connect with me. Thanks for your consideration.

Blessings,

Kevin teBrake, Pastor at ECRC.



OFFICE CONSOLIDATION

BY-LAW 73-2007

A By-Law to regulate the use and erection of Signs and other advertising devices within the Municipality of South Huron

This by-law is printed under and by authority
of the Council of the Municipality of South Huron

Disclaimer:

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By-law #73-2007

“Being a By-law to regulate the use and erection of Signs and other advertising devices within the Municipality of South Huron.”

WHEREAS the Municipal Act 2001 S.O. 2001, c. 25, Section 99, Paragraphs 1, 2, 3, 4, and 5 as amended, enables municipalities to pass by-laws with respect to advertising devices, including signs.

NOW THEREFORE the Council of the Corporation of the Municipality of South Huron hereby enacts as follows: THAT By-Law No.61-2003, By-Law No.28-2004 and amendments thereto of the Corporation of the Municipality of South Huron is hereby repealed and that this By-Law may be commonly referred to as the **Sign By-Law** for the Municipality of South Huron

Part 1 – Definitions

- 1.1 “Alter, Altered or Alteration” means to change any one or more external dimensions or location of a sign but shall not include replacement of a sign face, painting, repainting, cleaning or normal maintenance and repair of a sign not involving structural change.
- 1.2 “Animated Sign” means a sign with a sign face which moves in whole or in part and includes a flashing or rotating sign, but does not include a clock, a time, date or temperature display, a multi-prism display, or an electronic message display.
- 1.3 “Automobile Service Station” means a retail place of business where petroleum products for automobiles including oil and gasoline and other goods, wares and merchandise are sold and/ or where preventative services and maintenance work to motor vehicles, excluding body and fender repair, may be provided.
- 1.4 “Awning” means a sloping wall sign supported from the exterior wall of a building and usually composed of non-rigid materials except for the supporting frame work and includes a canopy but not a marquee.
- 1.5 “Banner” means a sign composed of lightweight material so as to allow movement which is caused by atmospheric conditions and includes flags.
- 1.6 “Billboard Sign” means a standardized sign securely anchored to the ground. A billboard sign is erected and maintained by a person or enterprise engaged in the sale or rental of space thereon; said space is used for the advertisement of one (1) or more products/ services which are not necessarily made, produced, assembled, sold, or stored on the lot or premises upon which the sign is displayed.
- 1.7 “Chief Building Official” means the Chief Building Official for the Municipality of South Huron and his/her designate(s).

- 1.8 “Corner Lot” means a lot situated at the intersection of two streets, or two parts of the same street, of which the two adjacent sides upon the street line or street lines contain an angle of not more than one hundred and thirty-five (135) degrees and where such adjacent sides are curved, the angle contained by the adjacent sides shall be deemed to be the angle formed by the intersection of the tangents to the street lines drawn through the extremities of the interior lot lines.
- 1.9 “Council” means the Council of the Municipality of South Huron.
- 1.10 “County Road” means a road or part thereof, which is under the jurisdiction of the Corporation of the County of Huron.
- 1.11 “Defined Areas” – are lands which are classified by the corresponding Zoning By-Law to outline areas that have special regulations with regard to their zoning designation.
- 1.12 “Developed Lands” means a lot on which buildings or structures are constructed.
- 1.13 “Directional Sign” means a sign which provides direction or information for the control of vehicular or pedestrian traffic.
- 1.14 “Display Surfaces” means the continuous area in one plane made available by the structure of a sign for the mounting of letters and decorations.
- 1.15 “Double-Faced Sign” means a sign having two (2) sign faces, each face being of equal area and identical portions to the other, and with each face located on the sign structure so as to be exactly opposite each other.
- 1.16 “Election Sign” means a sign erected in connection with a federal, provincial, or municipal election and /or referendum.
- 1.17 “Electronic Message Display” means that part of a sign which is electronically controlled and which displays information in a pre-arranged sequence, and on which the intensity of illumination is maintained at a constant level. (See Animated Sign)
- 1.18 “Erect, Erected and Erection” include the construction, maintenance, display, alteration, placing or relocating of any sign or portion thereof, and the posting of notices.
- 1.19 “Fascia Sign” means a single-faced sign located in such a manner that the sign face is parallel to the main wall of the building to which the sign is attached and does not project more than 0.5m (1.64ft).
- 1.20 “Flashing Sign” means a sign with illumination that varies in intensity at periodic intervals.
- 1.21 “Frontage” means the horizontal distance between the side lot lines. Where such lot lines are not parallel, the lot frontage shall be the distance between the side lot lines measured on a line parallel to the front lot line to which the parcel is addressed.

- 1.22 “Ground Sign” means a sign supported by a sign structure embedded in the ground and which is not attached to any part of a building and used for the purpose of advertising a lawful business or product sold on the premises except as otherwise specifically permitted in this by-law.
- 1.23 “Height of Sign” means the vertical distance from the ground to the highest extremity of the sign, including the border or frame, and in the case of a sign without a border or frame, the vertical distance from the ground to the top of the letter, symbol or other part of the sign that is the highest.
- 1.24 “Heritage Sign” means a sign that defines an area, monument or structure which has a significant historical value.
- 1.25 “Home Occupation Sign” means a sign identifying a home occupation as permitted by the corresponding Zoning By-Law.
- 1.26 “Illuminated” means direct, indirect, internal, or external illumination.
- 1.27 “Land Development” means the development of vacant land or the development, re-development, or construction of a building including the initial selling or leasing information, but shall not include minor interior changes to an existing building.
- 1.28 “Letters and Decorations” means the letters, illustrations, symbols, figures, insignia and other devices mounted on the display surface to express and illustrate the message of the sign.
- 1.29 “Marquee” means a permanent roof-like structure composed of rigid materials extending perpendicular from all or part of a building face but does not include a canopy or awning.
- 1.30 “Mobile Sign” means a portable sign not anchored to the ground, building or structure, but its usual characteristic of being part of, or attached to, a wheeled trailer or frame that is readily moveable so as to serve the same purpose in another location.
- 1.31 “Municipality” means the Corporation of the Municipality of South Huron.
- 1.32 “Mural Sign” means a painting on a wall for which the authority and control of the said mural is granted through the Council of the Municipality of South Huron.
- 1.33 “Occupant” shall mean any person who uses a place to reside or conduct business.
- 1.34 “Official Sign” means a sign required by or erected under any statute, regulation, by-law or directive of any federal, provincial or municipal government or agency thereof or board or commission.
- 1.35 “Owner” means the registered owner of the land upon which a sign is or is to be erected.
- 1.36 “Place of Worship” means lands or buildings used for worship by a religious organization.

- 1.37 “Portable Sign” means any sign which is specifically designed to be readily moved from one location to another, and which does not rely on a building or fixed foundation for its structural support, and includes an inflatable sign or symbol but not a ground sign or sandwich board sign.
- 1.38 “Projecting Sign” means a sign which is affixed to a building, wall or structure and which projects outward more than 0.75m (2.46ft).
- 1.39 “Real Estate Sign” means a sign notifying property being sold, rented or leased, and which may also indicate to whom a person should contact. A real estate sign may also include a sign used to advise of an open house or model home demonstration.
- 1.40 “Residential Contents Sale Sign (Yard Sale)” means a sign advertising a yard sale, garage sale or other irregularly held sale of household contents.
- 1.41 “Roof Sign” means a sign erected on the roof of any building.
- 1.42 “Sandwich Board Sign” means a sign not permanently affixed to the ground, building or structure, which is hinged or otherwise attached at the top enabling the two sign faces to be extended into an “A” shape so as to support the sign. Such sign shall have only **two** sides to which both sides may advertise content relative to that said business.
- 1.43 “Setback” means the horizontal distance from the lot line to the nearest part or leading edge of the sign.
- 1.44 “Sign” means any surface upon which there is printed, projected or attached any announcement, declaration or insignia used for direction, information, identifications, advertisement, business promotion or promotion of products, activity or services, and includes a structure, whether in a fixed position or designed to be portable or capable of being relocated, or part thereof specifically designed to support the foregoing uses.
- 1.45 “Sign Area” means the largest area visible from one direction projected onto a vertical plane of the sign face, provided that if the sign consists of more than one module or section, all areas visible from that direction will be totaled. The **total sign area** shall be the sum of all areas from all sides.
- 1.46 “Sign Face” means the opaque, transparent or translucent surface of a sign, upon, against, or through which the sign message is exhibited, and is the area defined by a geometric shape within a perimeter bounded by the inside of the sign frame or structure.
- 1.47 “Sign Structure” means the foundation, uprights, bracing, and framework of the sign.
- 1.48 “Standard or Pylon Sign” means a sign supported and placed upon standards or poles with the base of the sign not resting on the ground or roof.
- 1.49 “Street” means a common and public road allowance or any part thereof, and includes a street, roadway, boulevard, curb, sidewalk, laneway or any part thereof.

- 1.50 “Unsafe” means:
- a) Structurally inadequate or faulty, or
 - b) In a condition or location that could be hazardous to any person or property as determined by the Chief Building Official.
- 1.51 “Window Sign” means a sign located within a building storefront visible from the street and may be mounted, painted or etched on the inside of any fenestration.
- 1.52 “Zone” means a category of land use as defined by the Municipality of South Huron and its corresponding Zoning By-Law.

Part 2: Administration

2.1 Required Permits

- a) Except for signs referred to in Section 2.7, no sign shall be erected, displayed, structurally repaired or altered unless a sign permit has been obtained.
- b) Where required by the Ontario Building Code, signs shall also be required to have a building permit issued.

2.2 Application for Sign Permits

The applicant for a sign permit shall:

- a) File with the building department an application, completed in full, on forms obtained from the building department for this Municipality. The applicant shall provide a clear description of the required information for the said application and verify the correctness of the information submitted.
- b) Submit two (2) sets of drawings and specifications covering the construction of the sign and the sign structure, and the identification of the materials to be used in the construction of the sign and its structure. All signs shall be designed and constructed in compliance with the applicable provisions of the Ontario Building Code.
- c) Submit two (2) copies of a site plan showing the location on site, street lines, frontages, setbacks from property lines, location of the sign in relation to other structures and signs on such property or premises adjacent thereto as required.
- d) Submit any information that may pertain to sign location on a building or structure to determine imposed loads and stresses on such buildings and structures.
- e) Submit if required, structural drawings of the proposed sign structure which have been stamped by a registered professional engineer.

- f) Obtain and submit any required written approval from County/ Provincial Highway Department, Government Agencies, Council or any other public agencies that may have jurisdiction over the proposed sign.

NOTE: All signs within 400 meters and visible to a Provincial Highway will require a Ministry Permit.

2.3 Issuance of a Sign Permit

- a) Upon review of the submitted application a sign permit shall be issued provided the information conforms to the regulations as set out in this by-law and current Building Code. Fees shall be paid as set out in the Fee schedule upon receipt of an approved permit.

2.4 Inspections and Compliance

- a) Upon issuance of a permit, it is on the onus of the contractor or owner to notify the building department of the stages of completion to ensure an inspection can take place. Required inspections will be indicated on the permit and will require 2 working days notice.
- b) Inspections shall be done to ensure proper construction and compliance with the approved drawings. Such drawings shall be kept on site.
- c) Stages requiring an inspection:
 - i) Excavation and Re-enforcing bar placement
 - ii) After pouring concrete, but before backfilling
 - iii) Attachment of frame to supporting structure
 - iv) Final

2.5 Revocation of a Sign Permit

The Chief Building Official may revoke a permit issued if,

- a) it was issued on mistaken, false or incorrect information;
- b) after six months after its issuance, the construction or demolition in respect of which it was issued has not, in the opinion of the chief building official, been seriously commenced;
- c) the construction or demolition of the building is, in the opinion of the chief building official, substantially suspended or discontinued for a period of more than one year;

- d) it was issued in error;
- e) the holder requests in writing that it be revoked.

2.6 **Removal of Signs**

- a) Any sign that is unsafe or erected in contravention of any of the provisions of this by-law, whether or not a permit has been issued, shall be removed by the owner or occupant of the property on which the sign is erected.
- b) An inspector may give notice that outlines the nature of the contravention as well as the section of the by-law to which the sign contravenes and indicates a timeline in which such deficiencies shall be remedied.
- c) In the event of such sign not being removed in accordance with any notice issued, the Chief Building Official may order the removal or pulling down of the sign at the expense of the owner or occupant and such expenses may be collected through municipal taxes.
- d) Portable signs and Mobile signs shall be removed from the lot within 24 hours of the expiration date of the said permit. If the sign is not removed within the set time frame, the sign may be removed by the Municipality at the owner's expense.

2.7 **Signs which do not require a Permit**

The following signs do not require a permit:

- a) Any poster, banner, or signs for a candidate in a Municipal, Federal or Provincial election.
- b) Signs for regulating traffic, legal notices or warnings at railway crossings and all other signs pertaining to public safety.
- c) Signs prescribed by law.
- d) Residential yard sale sign which must state the date of the sale and be removed the following day of such sale.
- e) A window sign.
- f) Real estate signs, conforming to Section 3.3
- g) Historical or Memorial signs of interest, plaques or markers
- h) Sandwich board signs that meet the requirements of Section 3.10.
- i) Drive-Thru signs not exceeding 0.5m² (5.38ft²)

- j) “No Trespassing” sign which does not exceed 0.3 m² (3ft²), and a maximum of one (1) sign per frontage.
- k) A temporary sign for each building contractor may be placed on site provided such sign is removed immediately after the project is completed as indicated by the Chief Building Official or such appointed officers, and does not exceed 1m² (10.76ft²).
- l) Official signs as required by the Municipality.

2.8 Prohibited Signs

Notwithstanding any other provisions of this By-law, no person or business shall erect on any premises any of the following signs:

- a) Any sign on Municipal property.
- b) A sign which is located as to obstruct the view of any pedestrian or motor vehicle driver so as to cause a hazardous condition.
- c) A roof sign.
- d) A sign which depicts sexually explicit conduct, nudity or violence.
- e) Any sign located on Public property, unless consent is given by Council.
- f) A sign which is attached to a public utility pole and interferes with any Municipal services or public utility.
- g) A sign which projects over any pedestrian access, walkway or sidewalk which is located less than 2.4 meters (7.87ft) above the surface of such area.
- h) Any sign which does not comply with the Ontario Building Code.
- i) A Billboard sign located in any zone other than Agricultural.
- j) A sign which does not comply with the provisions of this By-law or contravene any other applicable law.

2.9 Variances

- a) Where the provisions of this By-law are proposed are not met, an application may be made to Council for a variance from the By-Law.
- b) Applications for a variance shall clearly set out why the provisions of the By-law cannot be met and shall be accompanied by the appropriate fee as set out in the Fee Schedule of this By-law.

- c) Council may, upon application for a minor variance from the provisions of this By-law, authorize such minor variances.

Part 3: General Provisions

3.1 Professional Design

- a) A sign structure shall be designed by an architect or professional engineer where it is,
 - i) a ground sign which exceeds 7.5m (24 ft 7 in) in height above adjacent finished ground,
 - ii) a projecting sign which weighs more than 115 kg (254lbs), or
 - iii) a roof sign that has a face more than 10m² (108ft²) – See section 2.8 as roof signs are not permitted.
- b) A projecting sign that is attached to a parapet wall shall be designed by an architect or professional engineer.

3.2 Existing Signs

- a) Signs which have been permanently established prior to the passing of this by-law, shall apply to the provisions set out in this by-law if at such time the sign may be altered, repaired, demolished, removed or deemed to be a hazard or hindrance.
- b) Only ground signs supported by an independent structure, fascia signs, awnings or canopies and projecting signs supported by the superstructure or independent structure shall be adopted by this clause. All other signs shall conform to the provisions of this By-Law.

3.3 Real Estate Sign

- a) No real estate sign shall be affixed or placed on public property without the required written approval of the Municipality.
- b) There shall be a limit of one (1) sign per property.
- c) No “Open House” signs shall be placed except on private property, subject to the permission of the owner. Such open house signs may be erected not more than two (2) weeks prior to the open house, or model home demonstration and must be removed the following day after such demonstration or open house.
- d) No illuminated or luminous real estate signs shall be permitted.

- e) The maximum size of such sign shall not exceed 0.75 m² (8.00ft²) for residential zones or uses and a maximum area of 2.97 m² (32ft²) in all other zones and uses.
- f) A real estate sign which marks the property “Sold” may appear for a limit of thirty (30) days from the date of an accepted offer to purchase the property, or until occupancy by the new owners, whichever comes first.

3.4 Election Sign

- a) Election signs on streets

In any zone, unless otherwise stated, election signs may be erected on any street which is under the jurisdiction of the Municipality, subject to the following:

- i) no such sign greater than 1m² (10.76ft²) in area or 2m (6.56ft) in height.
- ii) no sign is located within any parks owned by the Municipality.
- iii) the sign does not impede pedestrian or vehicular traffic.

- b) Election signs on Lots

In any zone, unless otherwise stated, election signs may be erected on any lot provided that:

- i) consent from the owner or occupant is obtained
- ii) no such sign is greater than 1.0m² (10.76ft²) in sign area or 2m (6.56ft) in height.

- c) All signs shall be removed within one (1) week after such elections have taken place
- d) Election signs shall not be illuminated.

3.5 Signs advertising Municipal and Community Events

- a) In any zone, signs may be erected directing attention to municipal or community events provided such signs:
 - i) are removed forthwith upon completion of the event.
 - ii) obtain consent from the owner of the property for which the sign is to be located.
 - iii) are no greater than 6.0m² (64.5ft²) in sign area.

3.6 Lighting of Signs

- a) No sign shall be of the flashing or intermittent type or illuminated as to be confused with traffic lights, cross-walks or other signals which would be hazardous to pedestrians or motor vehicles.
- b) Any lights used to illuminate signs shall be located as to reflect light away from adjacent premises or streets.
- c) Flashing or animated signs are strictly prohibited in all residential, open space, village residential, and green belt zones, and where the positioning of such sign causes impairment of use or enjoyment of neighboring properties.

3.7 Maintenance

- a) Every sign shall be kept in good repair and in a safe and secure condition as not to endanger the safety of the public at any time.
- b) Signs constructed of a material susceptible to corrosion or decay shall be treated with a preservative to ensure longer life and durability.

3.8 Obstruction

- a) No sign or advertising device shall be located upon any building so as to obstruct any window, door, fire escape or skylight so as to prevent free access of firefighters for the purpose of fire fighting.

3.9 Portable Sign and Mobile Sign

- a) All portable and mobile signs shall be erected in accordance with the following provisions:
 - i) Shall have a single face area no greater than 6.0m² (64.5ft²)
 - ii) Shall not be erected on any street.
 - iii) Shall not be located within 3.0m (9.84ft) of any other sign.
 - iv) Only one (1) portable or mobile sign per lot.
 - v) Not be erected within 8 meters (26.2ft) of the intersection of two or more streets for *corner lots*.
 - vi) Have no electrical wiring located in the path of vehicular or pedestrian travel.
 - vii) Shall not be permitted in residential zones.

- viii) Must be located at least one (1) meter back from any property line.
 - ix) Shall not be used as a permanent sign.
 - x) Letters may be changed on portable signs from time to time, although the actual message or display shall reflect the scope of the business to which the sign was issued.
- b) A portable or mobile sign shall be permitted on a lot for a maximum of one year (365 days) less one (1) day in a calendar year. (Amended by By-law #17-2011)

3.10 Sandwich Board

Such signs shall conform to the following:

- a) One (1) sign per business is permitted provided that such sign may be located on Municipal property where setbacks from property lines are not possible, but the sign shall be located within the frontage of the said business.
- b) Sandwich Board signs in all zones shall not exceed 0.56m² (6ft²) with a maximum horizontal dimension of 0.75m (2.5ft).
- c) Permits shall be renewed when the business or property changes ownership.
- d) Such signs shall not obstruct or impede pedestrian or vehicular travel and be located as close to the building as practicable.

3.11 Projecting Sign

Projecting signs shall prescribe to the following:

- a) A projecting sign shall be mounted perpendicular to the wall of the building
- b) One (1) projecting sign shall be permitted in addition to a ground sign
- c) Such sign is permitted to project over a sidewalk, provided the projection does not exceed 0.75m (2.46ft).
- d) The maximum sign area of such sign shall not exceed 1.0m² (10.76ft²).
- e) The minimum vertical clearance from the adjacent grade and the sign shall be 2.4m (7.87ft).

3.12 Mural Sign

- a) Mural signs shall not exceed 60% of the wall to which it is attached for a mural which is mounted on the business frontage.
- b) Murals shall not extend vertically or horizontally beyond the wall to which it is attached.
- c) One (1) mural sign shall be permitted for each frontage.
- d) Murals shall be subject to written approval and consent from Council.

3.13 Ground Sign

- a) No ground signs exceeding 3m (9.84ft) in height shall be permitted in the Defined Areas.
- b) A limit of one (1) ground sign per frontage.
- c) Subject to a one (1) meter setback or as determined by other governing authorities to the leading edge of the sign, whichever is most restrictive.
- d) Permitted in addition to a permanent fascia sign.
- e) Maximum height of a ground sign shall not exceed 7.5m (24.6ft) where lots have 30 meters (98.43 ft) or less of frontage.
- f) Maximum height of a ground sign shall not exceed 12m (39.4ft) where lots have more than 30 meters of frontage.
- g) The maximum sign area for lots with 30 meters (98.43ft) or less of frontage shall be 15m² (161.46ft²) per side.
- h) The maximum sign area for lots having more than 30 meters (98.43ft) of frontage shall be 17m² (182.99ft²) per side.

3.14 Fascia Sign

- a) Shall be attached to and parallel with the wall of the building.
- b) May be permitted on all elevations, which may include all such businesses located on that frontage provided the total sign area for all signs does not exceed 1m² (10.76ft²) per meter of business frontage.
- c) Have no horizontal or vertical portion that extends beyond the facade of the building to which it is attached.
- d) Not project more than 0.5m (1.64ft) from the main wall of the building. (Except for non-retractable awnings or canopies).

- e) If on a corner lot that faces two or more streets, each side abutting such street shall be considered as additional frontage to the business frontage. The total of the combined frontages shall be the maximum fascia sign area permitted for that building.
- f) Have a combined area for all fascia signs that does not exceed 1m² (10.76ft²) per meter of business frontage to which all fascia sign areas shall correspond to their relative frontage.
- g) Permitted in addition to a ground sign.
- h) Alleys, rear lanes, access lanes or any other area not defined as a street, are not considered as additional frontage, but may have a sign on that façade meeting the above conditions.

3.15 **Awning or Canopy**

Awnings shall be permitted provided that:

- a) The area of any awning or canopy does not exceed 50% of the building face of the first storey.
- b) No awning or canopy shall project over a street or laneway.
- c) Awnings must have a clearance of 2.4m (7.87ft) from the adjacent ground level.
- d) All awnings or canopies must be fully retractable and done so at the end of the business day.
- e) Shall be designed as to prevent anyone from swinging from the structure.
- f) The use of permanent non-retractable awnings or canopies shall be considered as a fascia sign and shall conform to the provisions set out in section 3.14 for Fascia Signs.

Part 4: Zones

4.1 **Residential Zones**

In residential zones, one (1) sign may be erected on each lot unless otherwise stated in this section.

- a) One (1) non-illuminated fascia sign, ground sign or projecting sign may be erected to display a legally existing home occupation, and may not exceed 0.5m² (5.38ft²).

- b) One (1) sandwich board sign may be placed in addition to a fascia, projecting or ground sign and has a single face area of 0.5m² (5.38ft²).
 - i) Such sign is required to be setback 1 meter (3.28ft) from all property lines.
- c) One (1) “No Trespassing” sign in addition to.
- d) One (1) ground sign is permitted on such property not exceeding 2m² (21.53ft²) in sign area (4m² in Total Sign Area) and 2 meters (6.56ft) in height from the ground that identifies a lawfully established nursing home, day care, apartment complex with 3 or more units, retirement home or park, townhouses containing 3 or more units.
- e) One (1) development sign identifying lands under proposed development, subdivision development or construction phases not exceeding 10m² (107ft²).

4.2 Commercial Zones

a) ***Portable Sign and Mobile Sign***

- i) Refer to Section 3.9

b) ***Sandwich Board***

- i) Refer to Section 3.10

c) ***Projecting Sign***

- i) Refer to Section 3.11

d) ***Mural Sign***

- i) Refer to Section 3.12

e) ***Ground Sign***

- i) Refer to Section 3.13

f) ***Fascia Sign***

- i) Refer to Section 3.14

g) ***Awning / Canopy***

- i) Refer to Section 3.15

4.3 Industrial Zones

- a) **Portable Sign and Mobile Sign**
 - i) Refer to Section 3.9
- b) **Sandwich Board**
 - i) Refer to Section 3.10
- c) **Projecting Sign**
 - i) Refer to Section 3.11
- d) **Mural Sign**
 - i) Refer to Section 3.12
- e) **Ground Sign**
 - i) Refer to Section 3.13
- f) **Fascia Sign**
 - i) Refer to Section 3.14

4.4 Institutional Zones

- a) **Portable Sign and Mobile Sign**
 - i) Refer to Section 3.9
- b) **Sandwich Board**
 - i) Refer to Section 3.10
- c) **Projecting Sign**
 - i) Refer to Section 3.11
- d) **Mural Sign**
 - i) Refer to Section 3.12
- e) **Ground Sign**
 - i) Refer to Section 3.13
- f) **Fascia Sign**

i) Refer to Section 3.14

g) ***Awning / Canopy***

i) Refer to Section 3.15

4.5 **Agricultural Zones**

a) ***Billboard Sign***

A Billboard sign may be erected and must be approved by the Council of the Municipality of South Huron and prescribe to the following provisions:

- i) The maximum height of a billboard sign shall not exceed 12 m (39.37ft.) measured vertically from the adjacent ground level to the highest point on the structure.
- ii) No billboard sign shall be erected closer than 65m (213.25ft.) to a church or residential property line.
- iii) No billboard shall be erected, altered or maintained within a road allowance, easement or railway right-of-way.
- iv) Only one (1) billboard sign may be erected on a lot.
- v) Such sign may be double sided provided that both sides are equal in both vertical and horizontal dimensions.
- vi) The maximum area of a billboard sign shall not exceed 30 m² (322.9ft²) per side.
- vii) Billboard signs shall be setback from the lot line a minimum of that which is required by the governing zoning by-law for the main permitted structure or other governing setbacks, whichever is most restrictive.
- viii) No billboard sign shall be placed within 65m (213.25ft.) of any corner or intersection.
- ix) Such sign must advertise a viable business or product.

b) ***Projecting Sign***

i) Refer to Section 3.11

c) ***Ground Sign***

i) Refer to Section 3.13

- d) **Fascia Sign**
 - i) Refer to Section 3.14

Part 5: Penalties

5.1 Offences

- a) In addition to any other party who commits the offence, the owner, lessee and occupant of any property on which a sign is constructed other than in accordance with the provisions of this By-law, with respect to which an offence against this By-law is committed, shall be deemed to have committed the offence.
- b) Every person who contravenes any of the provisions of this By-law is guilty of an offence under the *Provincial Offences Act* and upon conviction is liable to a fine not to exceed \$500.00 for each day of the contravention.
- c) The Municipality reserves the right to remove any delinquent signs that contravene this By-Law in any manner. Such sign may be removed without notice, at the expense of the owner and costs will be recovered through municipal real property taxes.

Part 6: Appeal

6.1 Appeals

The Municipality recognizes that there may be exceptions to the rules and an Appeal to Council may be made.

- a) Such appeals may be made for a Sign Variance by submitting a completed Sign Variance form.
- b) Submit two (2) sets of drawings and specifications covering the construction of the sign and the sign structure, and the identification of the materials to be used in the construction of the sign and its structure. All signs shall be designed and constructed in compliance with the applicable provisions of the Ontario Building Code.
- c) Submit two (2) copies of a site plan showing the location on site, street lines, frontages, setbacks from property lines, location of the sign in relation to other structures and signs on such property or premises adjacent thereto as required.
- d) Submit any information that may pertain to sign location on a building or structure to determine imposed loads and stresses on such buildings and structures.

Part 7: Abandonment

- 7.1 a) Neither the granting of a permit nor the approval of the plans and specifications or inspections made by the Enforcement Officers shall in any way relieve the owner or any other person from full responsibility for carrying out work or having work carried out in complete accordance with this By-law, the Ontario Building Code or any other applicable law thereto.
- b) An application for a permit for any work shall be deemed to be abandoned six (6) months after the date of filing.
- c) Every permit shall expire by limitation and become null and void under the provisions of this By-law, if the work authorized by the issuance of a permit has not commenced within six (6) months from the date of issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the commencement of such work.

Part 8: Repeal of Existing By-law

8.1 **Repeal**

By-law No.61-2003, By-Law No. 28-2004 and amendments thereto are hereby repealed

This By-Law takes effect on the date of final passing,

READ A FIRST and SECOND TIME

December 17, 2007.

READ A THIRD TIME and FINALLY PASSED

December 17, 2007.

Original Signed By:

Ken Oke, Mayor
Sandra Strang, Clerk

Part 9: Fee Schedule

9.1 For each sign:

- | | | | |
|----|--|--------------------|---|
| a) | - Up to 1m ² (10.76ft ²) of sign face | \$ 35.00 | |
| b) | - Over 1m ² of sign face | \$ 35.00 | plus \$25.00 for each m ² beyond or part thereof |
| c) | - Portable Sign | \$ 25.00 per month | |
| d) | - Sandwich Board | \$ 25.00 | |

9.2 An application for a Sign Variance is subject to an administration charge of \$200.

9.3 Signs of the same group for the same building which has been applied for at the same time will not be classed as individual signs in determining the applicable fee. The sign area for all signs within that group will be totaled.



Staff Memo

Report To: South Huron Council
From: **Dan Best, Chief Administrative Officer/Deputy Clerk**
Date: June 24 2019
Report: CAO 22.2019
Subject: Pre-Servicing Agreement for South Point Subdivision

Recommendations:

That the memo of D. Best, Chief Administrative Officer dated June 24, 2019 with respecting to the Pre-Servicing Agreement for the South Point Subdivision be received; and

That the Pre-Servicing Agreement for South Point Subdivision be approved; and

That the necessary By-law be forwarded to Council for the required three readings

Purpose:

Approval

Background and Analysis:

The rationale of a pre-servicing agreement is to provide a benefit to the Subdivider in terms of construction financing while protecting the municipality.

[Pre-servicing Agreement vs. Subdivision Agreement](#)

The key aspect to consider is that normally under a subdivision agreement, it facilitates the registration of the M-Plan and the creation of lots. As those lots can be sold to third parties, the Municipality secures construction of the necessary services (roads, sewers etc.) at 100% of the estimated cost, so

that if the Subdivider defaults, the Municipality can step in and construct the necessary services using the Subdivider's money.

In a preservicing situation, the preservicing agreement does not facilitate M-Plan registration. Thus the security can be much lower (10%). For all intents and purposes the security is much lower because the Municipality would not actually complete (or need to complete) the services if the Subdivider did not proceed. Municipalities typically would require/use the security to ensure that if the Subdivider undertakes site preparation/soil balancing on the site poorly, the Municipality would use the security to rectify drainage issues and other potential negative impacts on neighbouring property, municipal infrastructure and/or the environment.

Financial Impact:

As previously identified to Council, the Municipality is cost sharing 50% of the costs of the access road and will recover those funds on future development. The following outlines the requirements for the Subdivider:

1. Type of Security

Any security required to be filed under this Agreement, shall be a Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality, as applicable, and shall be for the amount or amounts hereinafter set out. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

2. Cash Deposits

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand.

(a) For legal and planning and engineering expenses and disbursements

\$10,000.00

3. Security Summary

Security in the following amounts shall be lodged with the Municipality

@10% of Estimated Costs on Subdivision Lands

Inclusive of HST \$ x 0.10
\$125,723.53

@ 100% of Estimated Costs on Municipal Lands
Inclusive of HST \$190,926.80

\$316,650.33

Legal Impact:

There are no legal implications as a result of the actions outlined in this report

Staffing Impact:

There are no legal implications as a result of the actions outlined in this report

Related Documents:

Pre-Servicing Agreement – (Attached to By-law)

Respectfully submitted,

Dan Best, Chief Administrative Officer/Deputy Clerk



The Corporation of the Municipality Of South Huron

By-Law #50-2019

Being a By-law to authorize the execution of a Pre-Servicing Agreement between the Municipality of South Huron and 2695352 Ontario Inc. in the Municipality of South Huron in the County of Huron

Whereas Section 5 of the *Municipal Act 2001, S.O. 2001*, as amended, provides that a municipal power shall be exercised by by-law unless the Municipality is specifically authorized to do otherwise; and

Whereas the Subdivider has received Draft Plan Approval for a Subdivision and the draft Plan Approval includes conditions requiring the construction of a public highway on the Municipal Lands to provide for access to Subdivision which lands are described as Parts 5, 6, 7 and 8, Plan 22R6530; and

Whereas the Subdivider wishes to undertake site preparation and grading, and to construct necessary public infrastructure (Municipal Services) prior to the execution and registration of a Subdivision Agreement and prior to registration of the M-Plan for the first phase; and

Whereas the Subdivider will undertake works within the boundaries of Subdivision Lands and upon the Municipal Lands; and

Whereas the Municipality has received confirmation from its engineer that the required drawings and cost estimates have been approved;

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That Pre-Servicing Agreement between the Municipality of South Huron and 2695352 Ontario Inc., identified as Schedule "A" and attached hereto, forms an integral part of this by-law and is hereby adopted.

2. That South Huron Council hereby delegates the authority to approve revisions to the Pre-Servicing Agreement between the Municipality of South Huron and 2695352 Ontario Inc. to the Chief Administrative Officer.
3. That the Mayor and Clerk are hereby authorized to sign the Pre-Servicing Agreement on behalf of the Municipality of South Huron.
4. That this By-Law takes effect upon the date of final passing.

Read a first and second time this 24th day of June, 2019.

Read a third time and passed this 24th day of June, 2019.

George Finch, Mayor

Rebekah Msuya-Collison, Clerk

-1-

PRE-SERVICING AGREEMENT
 "South Point Subdivision"

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
 (hereinafter called the "Municipality")

- and -

2695352 ONTARIO INC.
 (hereinafter called the "Subdivider")

WHEREAS the Subdivider has received Draft Plan Approval for a Subdivision;

AND WHEREAS such Draft Plan Approval includes conditions requiring the construction of a public highway on the Municipal Lands to provide for access to Subdivision which lands are described as Parts 5, 6, 7 and 8, Plan 22R6530;

AND WHEREAS the Subdivider wishes to undertake site preparation and grading, and to construct necessary public infrastructure (Municipal Services) prior to the execution and registration of a Subdivision Agreement and prior to registration of the M-Plan for the first phase;

AND WHEREAS the Subdivider will undertake works within the boundaries of Subdivision Lands and upon the Municipal Lands;

AND WHEREAS the Municipality has received confirmation from its engineer that the required drawings and cost estimates have been approved;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this Pre-Servicing Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the meanings hereinafter ascribed:

- (a) "Draft Plan Approval" means the Draft Plan Approval with Conditions as approved by the County of Huron (File 40T18002) Date of Draft Approval, March 6, 2019;
- (b) "Municipal Lands" means lands described as Parts 5, 6, 7 and 8, Plan 22R6530;
- (c) "Municipal Services" means those Municipal Services to be constructed by the Subdivider which Municipal Services are generally described in section 4 and described in detail in the engineering plans and specifications to be submitted to and accepted by the Municipality and forming Schedule A hereto (Approved Plans);
- (d) "Plan of Subdivision" means the M-Plan(s) to be registered pursuant upon the granting of Final Approval;
- (e) "Subdivision Agreement" means the Agreement to be entered into between the Municipality and the Subdivider pursuant to the Draft Plan Approval;
- (f) "Subdivision Lands" means the lands described in PINs 41244-0237, 41244-0240, 41244-0438 and 42144-1320.

2. ASSUMPTION OF RISK BY SUBDIVIDER

- 2.1 The Subdivider agrees to assume all risk (including all costs) in commencing site preparation and grading and the installation of Municipal Services on the Subdivision Lands and Municipal Lands prior to execution of a Subdivision Agreement with the Municipality, and the registration of the Plan

of Subdivision. The Subdivider hereby releases the Municipality, its agents, servants and employees from and against all actions, suits, claims and demands whatsoever which may arise either directly or indirectly as a result of site preparation and grading and the installation of Municipal Services by the Subdivider.

- 2.2 The Subdivider acknowledges and agrees that, in the event that a Subdivision Agreement with the Municipality is not finalized for any reason within twenty four (24) months of the date of execution of this Agreement, pre-servicing on the Subdivision Lands shall cease immediately, and the Subdivider, if directed by the Municipality, agrees to remove all Municipal Services installed on the Municipal Lands (if any) and to restore those lands to their original condition, to the satisfaction of the Municipality.

The Subdivider further acknowledges and agrees that it is not entitled to payment for any work conducted under authority of this agreement.

- 2.3 The Subdivider acknowledges and agrees that engineering design plans and specifications for the site preparation and grading and Municipal Services to be installed by the Subdivider, as submitted to the Municipality in accordance with the terms of this Agreement, may require further amendment as a result of requirements imposed by the Municipality under the terms of the Subdivision Agreement to be entered into.

The Subdivider covenants and agrees to assume all risk and responsibility for the cost of required revisions to the engineering design drawings and specifications for the site preparation and grading and the Municipal Services, together with the costs of modifying, reconstructing, removing and/or replacing Municipal Services installed by the Subdivider pursuant to the terms of this Agreement, in order to satisfy the requirements finally imposed by the Municipality at the time that the Subdivision Agreement is finalized.

3. REQUIREMENTS PRIOR TO EXECUTION OF AGREEMENT BY MUNICIPALITY

- 3.1 The Subdivider agrees to submit the following to the Municipality, in a form satisfactory to the Municipality, prior to the execution of this agreement:
- (a) Construction/Engineering Plan and Specifications - those plans and specifications for the site preparation and grading and Municipal Services necessary to identify the construction/ engineering aspects of the proposed development, in conformity with the general design concepts of the Municipality. All approved plans shall include electronic copies in a format approved by the Municipality's Engineer; such plan and specifications shall include all necessary measures to ensure that stormwater flows and sediment wash off (erosion and siltation control) are controlled to protect all downstream or upstream lands;
 - (b) Consulting Engineer's Letter - a letter from a qualified engineer experienced in the field of Municipal Services, confirming the terms of his retainer, which letter shall be in the format of the draft letter supplied by the Municipality;
 - (c) Ministry Approvals - confirmation that all Environmental Compliance Approvals (ECAs) and/or approvals as may be necessary to permit the construction of the Municipal Services have been obtained from the requisite approval authorities including, without limiting the generality of the foregoing, such approvals from the applicable Ministry that may be required;
 - (d) Utility Authorities - letters from the appropriate Natural Gas, Electricity, Telephone and Telecommunications authorities confirming that satisfactory arrangements have been made with those authorities concerning the relocation and/or construction/reconstruction of any authority facilities located adjacent to, underneath or within the subdivision land;

- (e) Cash Deposits/Security - the deposits/security due to the Municipality as set out in Schedule "B" attached;
- (f) Insurance Certificate - a certified copy of an insurance policy, or a certificate of insurance, confirming comprehensive general as specified in section 15 herein;
- (g) Taxes - have paid all municipal tax bills issued and outstanding against the Subdivider's Lands;

4. MUNICIPAL SERVICES AND CONDUCT OF WORK

- 4.1 To Be Constructed by Subdivider - The Subdivider agrees to construct and install, at its expense, the Municipal Services in accordance with the Approved Plans submitted to and accepted by the Municipality, and any other applicable approval agency. Such services shall be constructed to the standards and specifications required by the Municipality, and under the direction and supervision of a practicing consulting engineer retained by the Subdivider who will certify construction to the satisfaction of the Municipality. The Municipal Services are generally summarized as:
- (a) On the Subdivision Lands
 - (1) installation of storm and sanitary sewers and appurtenances thereto;
 - (2) installation of water distribution system;
 - (3) installation of road base, base asphalt, curbs and gutters;
 - (4) installation of gas, electricity and telecommunications distribution systems;
 - (5) streetlights;
 - (6) construction of stormwater management works.
 - (b) On the Municipal Lands (Street 'D')
 - (1) installation of storm and sanitary sewers and appurtenances thereto;
 - (2) installation of water distribution system;
 - (3) installation of road base, base asphalt, curbs and gutters;
 - (4) installation of gas, electricity and telecommunications distribution systems;
 - (5) streetlights.
- 4.2 Cost Sharing (Street 'D' – Municipal Lands) – Pursuant to condition 8 of the Draft Plan Approval, Street 'D' will serve as the connection to the Main Street/Highway 4 corridor. Street 'D' will be built at the Subdivider's initial expense to a basecoat asphalt standard. This roadway and associated municipal infrastructure shall be cost shared by the Subdivider and the Municipality of South Huron on a 50% - 50% basis using actual incurred costs, including engineering. The Subdivider acknowledges and agrees that the cost sharing shall be addressed and completed in and as part of the Subdivision Agreement.
- 4.3 Excess Soil/Material from Subdivider's Lands – The Subdivider acknowledges and agrees that it is responsible for the management of excess soil from the Subdivider's Lands in accordance with all applicable legislation and regulations including without limitation the *Environmental Protection Act*, R.S.O. 1990 as amended (the EPA). Where the Subdivider removes and delivers excess soil to other locations, including other lands that may be owned by the Subdivider, that are not subject to a site plan agreement or subdivision (including a consent) agreement registered on title, the Subdivider shall ensure that such excess soil is managed at the off-site location in compliance with all applicable legislation and regulations, including but not limited to the EPA.
- 4.4 Conduct of Work On Municipal Lands – the Subdivider acknowledges that the Municipal Lands are currently used as an access to lands described as Parts 2, 3, and 4 Plan 22R-6530 and such access is maintained under a license agreement with the owner of the previously described lands.

The Subdivider agrees to maintain access to Parts 2, 3, and 4, Plan 22R-

6530 during construction. Notwithstanding the foregoing the parties acknowledge that there will be times when access will be interrupted and the Subdivider acknowledges and agrees that it is obliged to coordinate with and seek approval of the Municipality's Director of Public Works and/or CAO concerning the times and dates upon which access will be interrupted and to provide for adequate notice thereof to the affected parties.

5. INSPECTION

- 5.1 The Subdivider agrees to permit unrestricted access (to the Subdivision Lands) to the Municipality and its agents, during construction, for the purpose of inspection of the site preparation and grading and Municipal Services to be installed by the Subdivider and to determine whether all work is progressing in accordance with the Approved Plans. Notwithstanding that inspections may be conducted by the Municipality or its agents, the Subdivider shall bear sole responsibility for the soundness of the engineering design and construction of the Municipal Services, and for ensuring that the Municipal Services will function as intended and will be compatible with the final Plan of Subdivision when and if such Plan of Subdivision is approved.
- 5.2 If, in the opinion of the Municipality, there is an emergency situation as a result of any work undertaken by the Subdivider or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Municipality or to eliminate a potential hazard to persons, such work may be done immediately by the Municipality at the expense of the Subdivider, but notice shall be given to the Subdivider at the earliest possible time.

6. APPLICATION OF SECURITY

- 6.1 In the event of default by the Subdivider under the terms of this Agreement, or if the Municipality deems it necessary to conduct any work on the Subdivision Lands or Municipal Lands due to an emergency including any potential negative impact upon surrounding lands or other Municipal Services as a consequence of the Subdivider's conduct or actions, the Municipality shall be entitled to draw upon the security, in whole or in part, to cover the costs incurred by the Municipality in remedying the default on the part of the Subdivider, or in addressing any emergency situation.

7. NO REDUCTION OF SECURITY

- 7.1 The Subdivider acknowledges and agrees that no reduction in the amount of security filed by the Subdivider with the Municipality shall be permitted until such time as the Subdivider has entered into the Subdivision Agreement with the Municipality. Thereafter, any reductions in the security posted by the Subdivider shall be completed in accordance with the terms of the said Subdivision Agreement.

8. NO ASSUMPTION OF MUNICIPAL SERVICES

- 8.1 The Subdivider acknowledges and agrees that the Municipality shall not be required to assume the Municipal Services, until such time as the Subdivider has entered into a Subdivision Agreement with the Municipality for the Subdivision Lands, and the Municipal Services have been completed, inspected, and approved for assumption in accordance with such Subdivision Agreement.

9. CASH DEPOSITS AND SECURITY

- 9.1 The Subdivider shall lodge with the Municipality, as applicable, those cash deposits and security more particularly described in Schedule "B" attached, prior to the date of execution of this Agreement by the Municipality.
- 9.2 In the event that there is an increase in the estimated costs of Municipal Services upon which security set out in Schedule "B" hereto is based, the Subdivider shall increase the amount of security lodged, upon the written request of the Municipality, according to the increase in the cost estimates, failing which the Subdivider shall be considered in default of this agreement.

10. EXPENSES TO BE PAID BY THE SUBDIVIDER

- 10.1 Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" unless the context otherwise requires.
- 10.2 The Subdivider shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.
- 10.3 All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made.
- 10.4 In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Subdivider and/or carry out on-site inspections of the work performed, the Municipality will advise the Subdivider accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Subdivider. The Municipality may require a deposit for this purpose.

11. MAINTENANCE OF MUNICIPAL STREETS

- 11.1 All access to the Subdivision Lands for the purposes of undertaking work contemplated herein shall occur via Highway 4 and Simcoe Street.
- 11.2 Prior to the acceptance of Municipal Services (which will only occur in accordance with the assumption provisions to be included in the Subdivision Agreement), the Subdivider will maintain proper vehicular access over the municipal streets used for construction access to the Subdivision Lands at all times. Without limiting the generality of the foregoing, the Subdivider agrees to repair and maintain the road surfaces to an acceptable standard, as determined by the Municipality, at all times during the period of site preparation and grading and construction of the Municipal Services. Upon certification of Final Completion of roadworks by the Engineer for the Municipality, (subject to the terms of the Subdivision Agreement to be entered into between the Municipality and the Subdivider), a one-year maintenance period will apply for surface asphalt.
- 11.3 The Subdivider acknowledges and agrees that any security or deposits filed/lodged with the Municipality may be utilized to secure performance of the above-noted obligation.

12. EROSION/SILTATION CONTROL DURING CONSTRUCTION

- 12.1 The Subdivider covenants and agrees to construct and maintain all storm water management and erosion and sedimentation control structures in good repair and operating condition during the period of construction of Municipal Services, in a manner satisfactory to the Municipality.

13. NOTICE

- 13.1 Any notice required to be given pursuant to this Agreement may be given by prepaid registered post:

- a) **To the Municipality:**
b) **To the Subdivider:**

Notice sent by mail shall be deemed to have been given and received on the fifth day after mailing.

14. INDEMNIFICATION FROM LIABILITY AND RELEASE

- 14.1 The Subdivider covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, their servants and agents from and against any and all actions,

suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Subdivider or on its behalf in connection with the carrying out of the provisions of this Agreement.

- 14.2 The Subdivider further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of their obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Subdivider, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Municipality, its servants or agents.

15. INSURANCE CERTIFICATE AND POLICY

- 15.1 Policy of Insurance - The Subdivider shall lodge with the Municipality, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Municipality, (which said approval shall not be unreasonably withheld or delayed), and insuring for the joint benefit of the Subdivider and the Municipality, against any liability that may arise out of the construction or installation of any work to be performed pursuant to this Agreement and for a period of 1 year after completion and acceptance of the Municipal Services to be constructed herein.
- 15.2 Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
- (a) a cross-liability clause;
 - (b) product/completed operation coverage;
 - (c) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Town has received to its satisfaction, written confirmation from the Consulting Engineer or a Statutory Declaration from the Subdivider that no blasting will occur on the lands subject to this agreement;
 - (d) shall include the following names as additional insureds:
 - (1) The Corporation of the Municipality of South Huron
 - (e) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.
- 15.3 Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in subsection 15.2 above is in effect.
- 15.4 Confirmation of Premium Payment - The Subdivider shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Subdivider at the request of the Municipality shall file a copy of the policy with the Municipality.
- 15.5 Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Subdivider from responsibility for other or larger claims, if any, and for which it may be held responsible.

16. NO ASSIGNMENT

16.1 The Subdivider shall not assign or otherwise transfer the benefit of this Agreement without the written consent of the Municipality.

IN WITNESS WHEREOF the Subdivider has hereunto set its hands and seals this ___ day of _____, 2019.

2695352 ONTARIO INC.

Per: _____

Name:

Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF the Municipality as hereunto sets its hands and seals this ___ day of _____, 2019.

**THE CORPORATION OF THE
MUNICIPALITY OF SOUTH HURON**

Per: _____

Mayor: George Finch

Per: _____

Clerk: Rebekah Msuya-Collison

THIS IS SCHEDULE A TO THE PRESERVICING AGREEMENT BETWEEN THE MUNICIPALITY OF SOUTH HURON AND 2695352 ONTARIO INC.

SCHEDULE "A"

APPROVED PLANS

The following plans and drawings prepared by MTE Engineers, Scientists, Surveyor, and Project: South Point Subdivision, Client 2695352 Ontario Inc., Project Number 43772-100 are hereby incorporated by reference:

Sht.	Drwg.	Description	Rev.
1	MS1.1	General Notes and Details Plan	4, June 5/19
2	GP1.1	General Servicing Plan	4, June 5/19
3	SA1.1	Sanitary Drainage Plan	4, June 5/19
4	ST1.1	Storm Drainage Plan	4, June 5/19
5	ES1.1	Erosion & Sedimentation Control Plan	4, June 5/19
6	LG1.1	Lot Grading Plan	4, June 5/19
7	LG1.2	Lot Grading Plan	4, June 5/19
8	PP1.1	Street A	4, June 5/19
9	PP2.1	Street B	4, June 5/19
10	PP3.1	Street C	4, June 5/19
11	PP4.1	Street D	4, June 5/19
12	PP5.1	RYCB 14.1, RYCB 7.1, RYCB2.2	4, June 5/19
13	PP6.1	RYCB11.2, RYCB 10.2, RYCB 9.1	4, June 5/19
14	SWM1.1	SWM Pond 1 and Cross Section A-A'	4, June 5/19
15	SWM2.1	SWM Pond 2 and Cross Section B-B'	4, June 5/19
16	AG1.1	Area Grading Plan	4, June 5/19

THIS IS SCHEDULE B TO THE PRESERVICING AGREEMENT BETWEEN THE MUNICIPALITY OF SOUTH HURON AND 2695352 ONTARIO INC.

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

The Subdivider shall, on the dates specified herein, lodge with the Municipality, the following described cash deposits and security.

1. **TYPE OF SECURITY**

Any security required to be filed under this Agreement, shall be a Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Municipality, as applicable, and shall be for the amount or amounts hereinafter set out. It shall be drawn on a Schedule A Chartered Bank of Canada and shall be for the amount hereafter set out.

2. **CASH DEPOSITS**

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Subdivider and be due and payable 30 days after demand.

- (a) For legal and planning and engineering expenses and disbursements

\$10,000.00

3. **SECURITY SUMMARY**

Security in the following amounts shall be lodged with the Municipality

@10% of Estimated Costs on Subdivision Lands Inclusive of HST \$ x 0.10	\$125,723.53
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@ 100% of Estimated Costs on Municipal Lands Inclusive of HST	<u>\$190,926.80</u>
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\$316,650.33