

SIGN VARIANCE APPLICATION**FILE NO: SV.11-036****OWNER: 1821676 ONTARIO INC.****LOCATION: 7961 JANE STREET, LOT 7, CONCESSION 4****WARD 4****Recommendation**

The Commissioner of Planning and the Director of Building Standards recommends that

1. The City enter into an agreement with 1821676 Ontario Inc. and Patterson Outdoor Advertising to implement the City's approval of Sign Variance Application SV. 11-036.
2. The Mayor and Clerk be authorized to sign the agreement substantially in the form attached.

Contribution to Sustainability

Not Applicable.

Economic Impact

There is no economic impact as a result of this Report.

Communications Plan

The results of this Report will be communicated to the applicant through the Secretary to the Sign Variance Committee. A copy of the draft agreement has been forwarded to the applicant for comment.

Purpose

To obtain the authority authorizing the Mayor and Clerk to sign an agreement that implements Council's recommendations respecting Sign Variance Application SV.11.-036.

Background - Analysis and Options

On December 13, 2011, Council approved Sign Variance Application SV. 11-036. This application was for the erection of a Billboard Sign at 7961 Jane Street for a 3 year period. As part of this approval, Council required an appropriate security deposit to ensure removal of the sign at the end of this period. To facilitate this security deposit, Staff are recommending that the City enter in a temporary Sign Agreement, a copy of which is attached. This Agreement will require a \$10,000 letter of credit or certified cheque as security. This Agreement will also stipulate other conditions such as the restoration of the lands once the sign is removed. The Legal Department will review the final Agreement prior to its execution.

Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with the priorities previously set by Council and the necessary resources have been allocated and approved.

Regional Implications

Region of York Engineering approval is required for the proposed sign.

Conclusion

Staff are recommending that the City enter into an agreement substantially in the form attached to implement the City's approval of Sign Variance Application SV. 11-036 and to authorize the Mayor and Clerk to sign agreement.

Attachments

1. A copy of the draft Sign Agreement.

Report prepared by:

John Studdy, Manager of Customer & Administrative Services Ext 8232
Chris Bendick, Solicitor, Ext. 8298

Respectfully submitted,

John MacKenzie
Commissioner of Planning

Leo Grellette
Director of Building Standards

SIGN PERMIT AGREEMENT

THIS AGREEMENT made the _____, day of April 2012.

BETWEEN:

1821676 ONTARIO LIMITED
(hereinafter called the "Owner")

- and -

PATTERSON OUTDOOR ADVERTISING LIMITED
(hereinafter called the "Sign Company")

- and -

THE CORPORATION OF THE CITY OF VAUGHAN
(hereinafter called the "City")

WHEREAS the Owner and Sign Company have applied to the City for the installation of a 3rd Party Poster Panel Sign (Billboard) on property known municipally as 7961 Jane Street that does not comply with the City's Sign By-law 203-92, as amended.

AND WHEREAS the Council for the Corporation of the City of Vaughan have approved a Sign Variance Application subject to conditions under File Number SV.11-036.

AND WHEREAS the Owner and the Sign Company acknowledge that the Sign Variance Application SV.11-036 has been approved for a temporary period of three (3) years after which the Sign Variance approval will expire.

NOW THEREFORE THIS AGREEMENT WITNESETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. The City agrees to issue a temporary Sign Permit to the Owner for the erection of a 3rd Party Poster Panel Sign (Billboard) (hereinafter the "Sign") on property known municipally as 7961 Jane Street (hereinafter the "Subject Lands"), subject to the terms of this Agreement.
2. The temporary Sign Permit shall be for a 3-year period commencing on the date of this Agreement.
3. The Owner and the Sign Company shall erect the Sign in accordance with Building Permit application 11-2882.
4. The Owner and the Sign Company shall indemnify, defend and hold the City and all its elected officials and employees, harmless from and against any and all injury to or death of any person or persons, and damage property sustained by or occasional by or in any way arising out of the condition, acts or omissions of the Owner and/or the

Sign Company relating to this Agreement or the construction, erection, maintenance, use, removal or existence of the Sign.

5. The Owner and Sign Company shall immediately remove the Sign and restore the Subject Lands where the temporary Sign Permit has expired or has been revoked.
6. Prior to the expiration of the temporary Sign Permit, the Owner and Sign Company shall restore the Subject Lands to the conditions present at the date of this Agreement, including but not limited to, replacement of vegetative matter, stabilization of slopes, and the restoration of drainage patterns.
7. The Owner and Sign Company shall not remove or prune any tree on the Subject Lands unless in accordance with the City's Tree Protection By-law 95-2005, as amended.
8. If the Chief Building Official determines the Sign has not been removed or that the Subject Lands restored as required by this Agreement, the Chief Building Official or his designate, may enter upon the Subject Lands to remove the Sign or restore the Subject Lands, the costs of which shall be borne by the Owner.
9. Prior to the execution of this Agreement, the Owner shall provide to the City a Letter of Credit or certified cheque in the amount of \$10,000 in a form satisfactory to the City, which may be drawn upon by the City for its estimate of the costs of completing the work set out in this Agreement.
10. The Letter of Credit or certified cheque shall be returned to the Owner upon compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures

1821676 ONTARIO LIMITED

Per: _____

**PATTERSON OUTDOOR ADVERTISING
LIMITED**

Per: _____

**THE CORPORATION OF THE CITY OF
VAUGHAN**

Per: _____