

POLICY	
Policy Number: CORP2022-006	Date Approved: August 16, 2022
Department: Corporate	Date Reviewed: June 6, 2023
Pole Banner Program	

1. Policy Statement

The Town of Kirkland Lake recognizes the symbolism of displaying Pole Banners as a visual statement, recognizing local groups, special events and activities. The Town of Kirkland Lake wishes to emphasize the importance of publicly recognizing these community partners and their institutions. The installation of Pole Banners enhances the community and compliment the surrounding neighbourhoods, thereby contributing to the overall quality of life in the community and enhancing resident and visitor experiences.

2. Purpose

This Policy provides a framework to ensure that Pole Banners are flown and displayed in an appropriate and consistent manner. This Policy also outlines the circumstances under which the Town will display Pole Banners and their design, approval, installation and maintenance to ensure a consistent process for interested community partners.

3. Scope

This Policy applies to the design, request, approval, installation, maintenance and removal of Pole Banners placed on street poles located within the Town of Kirkland Lake as identified in Schedule 'A' to this Policy.

4. Definitions

4.1. **Special Event or Activity:** meaning a one-time or infrequently occurring event that is also an opportunity for a leisure, social or cultural experience outside of the normal range of choices or beyond everyday experience and are those activities that, in the opinion of the Director of Public Works or designate, and/or the Chief Administrative Officer (CAO) or designate, and/or Council, have an identifiable community benefit and are consistent with the values and purpose of the Town of Kirkland Lake.

- 4.2. **Pole Banner:** meaning a sign constructed of a pliable material, which is typically installed on a street pole on a temporary basis.
- 4.3. **Community Partners:** meaning a charitable, not-for-profit, or government organization that wishes to pursue a Banner project. The words ‘applicants’, ‘local groups’, ‘organizations’ or ‘partners’ are interchangeable within this Policy.
- 4.4. **Town:** meaning The Corporation of the Town of Kirkland Lake or also referenced as Town of Kirkland Lake.
- 4.5. **Council:** meaning the whole of Council for The Corporation of the Town of Kirkland Lake.
- 4.6. **Public Works Department:** meaning at the direction of the Director of Public Works or their designate.

5. Policy & Procedures

- 5.1. Pole Banners will be installed four (4) times per year (seasonally).
- 5.2. Council may resolve to approve supplementary installations for the promotion of civic, charitable or community events that are held to benefit the community at large, affiliated community groups, registered charities or other similar not-for-profit groups within the Town of Kirkland Lake.

Program Management

- 5.3. The Public Works Department is responsible for managing requests for application of the Pole Banner Program at the Town of Kirkland Lake.
- 5.4. The Director of Public Works or designate is responsible for approving Pole Banner application requests. The Director of Public Works will determine approval of a request with the following eligibility criteria:
 - i) the proposed Special Event or Activity’s promotion will benefit the community at large.
- 5.5. Should the meeting of eligibility criteria be unclear, the Director of Public Works or designate will consult with the Chief Administrative Officer or designate to identify if the request should be brought to Council for approval.

Responsibility

- 5.6. Community Partners are fully responsible for the designing, purchasing, maintaining, replacing and storing of their Pole Banners.

5.7. The Public Works Department is solely responsible for the installation and removal of approved Pole Banners as per the permissible locations established in Schedule 'A'.

Form of Application

5.8. A Pole Banner Application (Schedule 'B') must be submitted to the Town's Public Works Department **no less than 60 days** prior to the requested installation date.

The application must include:

- a) a description of the Special Event including the purpose of the event and an explanation of the event's benefit to the community;
- b) a description of the organization including its' intended purpose for pursuing the Banner project;
- c) contact information for the group and/or the individual assigned to the Banner project;
- d) the proposed Banner design including measurements, fastening specifications, colours, text, and graphic content; and
- e) the requested installation and removal dates.

Approval

5.9. Pole Banner approvals **are not guaranteed**. In the case of multiple applications for the same date, preference will be given on a first-come first-served basis.

Authorized Pole Banner Locations

5.10. Authorized Pole Banner locations are identified in Schedule 'A'.

Installation and Removal

5.11. Banners shall only be installed or removed by Town of Kirkland Lake authorized personnel in the Public Works Department.

5.12. Banners are to be provided to the Town in the correct size and in ready-to-install condition. Banners that fail to meet the size and installation specifications will result in the installation approval being revoked. Banners in poor repair will not be installed and will be available to be collected at the Town's Public Works Department by the organization.

- 5.13. All Pole Banners shall be delivered to the Town's Public Works Department at least two (2) business days prior to the installation date. Failure to meet the delivery deadline will result in the installation approval being revoked.
- 5.14. The date and time of installation shall be at the discretion of the Public Works Department and is conditional upon workload, weather conditions, staff resources, and equipment availability.
- 5.15. Specific Streetlight Pole Banner locations shall be chosen at the discretion of the Public Works Department to ensure operational efficiency during installation.
- 5.16. Banners are to be collected by the relevant organization within seven (7) days of being removed. The Town of Kirkland Lake assumes no responsibility for Banners that are not collected within the specified time.

Service Agreement

- 5.17. Any organization that wishes to commission the Town to put up Pole Banner flags will be required to enter into a Service Agreement with the municipality clarifying expectations and responsibilities.

Pole Banner Design Guidelines

- 5.18. Flag Order Information:
 - a) Materials shall be selected for durability and dimensional stability e.g., sunbrella dual ply;
 - b) 2 sided print;
 - c) 28" width x 60" length; and
 - d) 3.5" pockets top and bottom; with two grommets.
- 5.19. Pole Banner Colours
 - a) Vivid and contrasting colours are recommended;
 - b) Colour pigments or dyes should be selected for exterior applications and be resistant to fading or colour bleeding; and
 - c) Colours should be bold and able to stand out when viewed at a distance.
- 5.20. Graphics / Pole Banner Content
 - a) Banner content should graphically convey the message of the event or its purpose in a simple manner using bold colors and a minimum number of images and text to inform the public of the event and avoid visual confusion;

- b) No commercial advertising will be allowed, except in cases where a sponsoring entity's name is part of the name of the event; and
- c) Banner content shall be subject to review and approval.

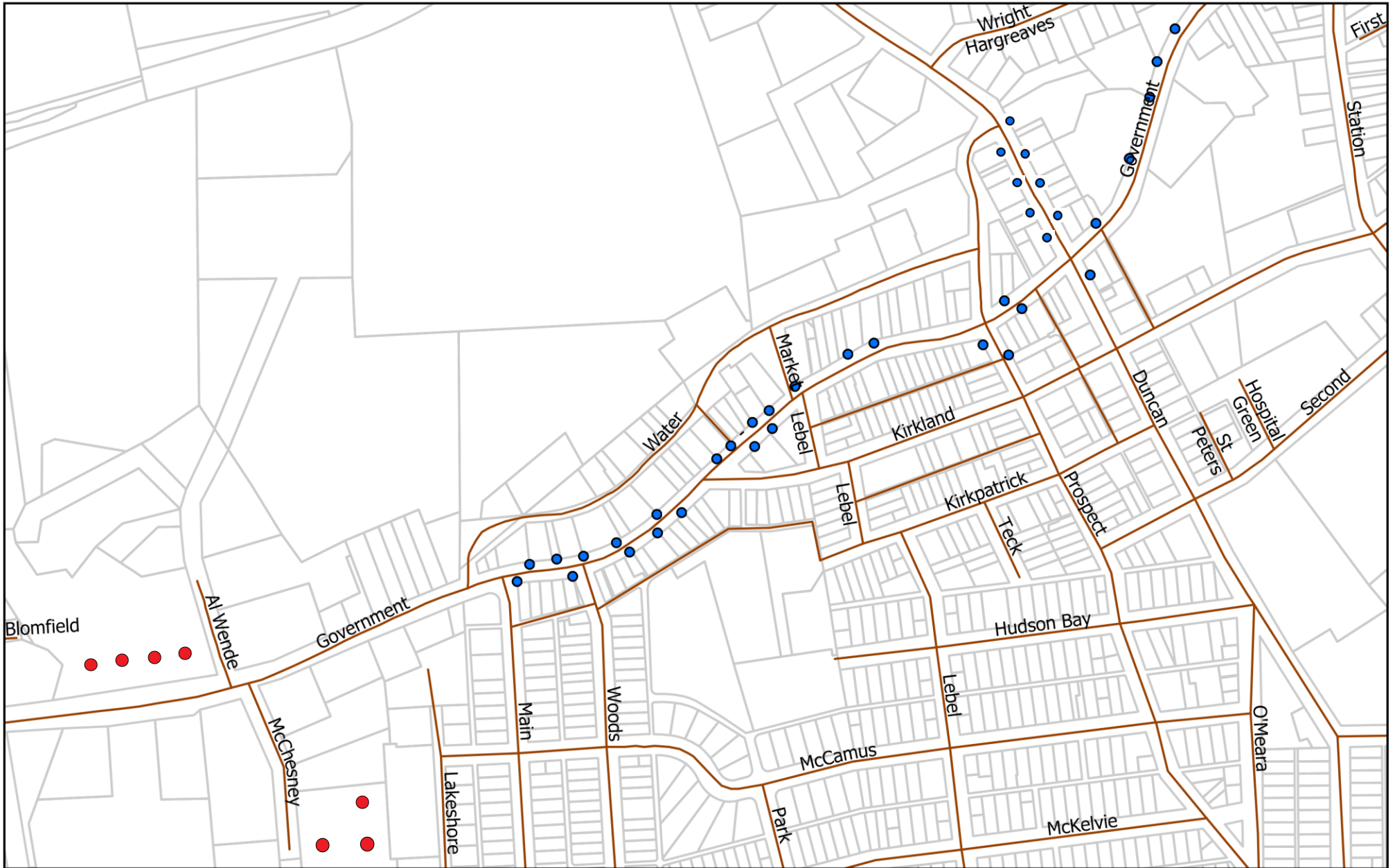
Costs

- 5.21. Applicants are responsible for the cost of supplying the Pole Banners as well as the installation and removal fees as set out by the Town's User Fee By-Law.
- 5.22. The Royal Canadian Legion Branch 87 is exempt from the installation and removal fees associated with their Veterans Banner Program.

6. Open and Transparent Program

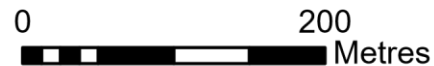
The establishment of the Pole Banner Program Policy demonstrates the Town's commitment in offering fair and consistent service to Community Partners.

Banner Locations



Legend

- Poles with Banners
- Lakes
- Roads
- Parcel Fabric
- Not for rent (private)





POLE BANNER APPLICATION

Policy Number: CORP2022-006

This Pole Banner Application must be submitted to the Town of Kirkland Lake's Director of Public Works no less than 60 days prior to the requested installation date.

Today's Date: _____

Name of Applicant: _____

Billing Address: _____

Phone Number: _____

Email Address: _____

Banner Information

a) Requested Installation date: _____

b) Requested Removal date: _____

c) Description of the Special Event including the purpose of the event and an explanation of the event's benefits to the community

d) Description of the organization including its intended purpose for pursuing the Banner project

e) Contact information for the group and/or the individual assigned to the Banner Project

f) Information on proposed Banner design including measurements, fastening specifications, colours, text, and graphic content (provide picture)

g) How many Banners? (maximum = 37)

h) Location of Banners to be installed:

Use Schedule "A " in Policy Number: CORP2022-006

Costs:

- Requesting applicants are responsible for the cost of supplying the pole banners as well as the installation and removal fees.
- Pole Banner Installation and Removal Fees are as set out in the Town's User Fees By-Law.
- Fees are waived for the Royal Canadian Legion Branch 87's Veterans Banner Program

General Notes:

- Please read Policy Number CORP2022-006 in its entirety before submitting your application.
- Requesting applicants will be required to enter into a Service Agreement in the form satisfactory to the municipality.
- Pole Banner approvals are not guaranteed.

Applicant's Signature

Date:

Personal information on this form is collected under the authority of Ontario's Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and will be used for the sole purpose of managing and coordinating Flag Pole Banner Requests. Questions about this collection or personal information should be directed to the Municipal Clerk, 3 Kirkland Street West, Kirkland Lake, ON P2N 3P4, clerk@tkl.ca, or by telephone at 705-567-9361 x. 238 during regular business hours.



Pole Banner Installation Service Agreement

This Service Agreement (the “Agreement”) is dated this [day] day of [month], [year] (the “Effective Date” by and between

[Client]

[Address]

(The “Client”)

And

The Corporation of The Town of Kirkland Lake
c/o Public Works Department
1 Dunfield Rd, Kirkland Lake, Ontario, P2N 3P4
(the “Town”)

AUTHORITY

1. The Agreement has been established under the authority of the Town of Kirkland Lake Policy CORP2022-006 Pole Banner Program Policy and Pole Banner Application Form, a copy of which is attached.

SERVICES PROVIDED

2. The Client agrees to engage the Town to provide the Client with the following services (the “Services”):
 - Install and remove flags and/or banners on municipal street poles for the period [day/month/year] to [day/month/year] inclusive.

TERM OF AGREEMENT

3. The term of this Agreement (the “Term”) will begin on the date of the Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. Should either Part wish to terminate this Agreement prior to the completion of the Services, that Party shall be required to provide written notice a minimum of the (10) business days before the proposed termination.

5. The maximum term of Service is 12 weeks or at direction of the Director of Public Works based on considerations of pending weather changes, projected equipment and labour availability, due consideration of other applicants or other matters deemed valid at the Director's sole discretion.

COMPENSATION

6. The Town will charge the Client a flat fee as established in the Corporation's current year User Fee Schedule for the Services (the "Compensation").
7. The Compensation does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties will be charged to the Client in addition to the Compensation.
8. The Client will be invoiced upon signing of the Agreement.
9. Invoices must be paid a minimum of ten (10) business days prior to the commencement of the Services.
10. In the event that the Agreement is terminated early by either Party in accordance with Clause 3 and prior to the Services being performed, there will be no charge to the Client.
11. In the event that the Agreement is terminated early by either Party in accordance with Clause 3 but after the Town has initiated the Services, the full amount of Compensation will be invoiced to the Client.

INTEREST AND PENALTIES

12. Failure to submit payment a minimum of ten (10) business days prior to the commencement of the Services may result in the Client forfeiting their opportunity to place the flag/pole banners on their preferred schedule. Should that occur, the Town will advise the Client and this Agreement terminated.
13. Late payment penalty and interest at a rate of 1.25% per month is added on the first day of default of payment as well as on the first day of each month thereafter.
14. A Non-Sufficient Funds (NSF) fee will be added to any account that has a returned cheque as established in the Town's current year User Fee Schedule.

CLIENT RESPONSIBILITIES

15. The Client will submit a Pole Banner Application, a copy of which is included in the Town of Kirkland Lake Policy CORP2022-006 Pole Banner Program Policy and Pole Banner Application Form.
16. The Client will identify the mounting locations as identified in the Town of Kirkland Lake Policy CORP2022-006 Pole Banner Program Policy and Pole Banner Application Form. Approval of each location is at the absolute discretion of the Town.
17. The Client will provide at the Client's own expense all flags and banners to be installed, as well as any required installation hardware. See the Town of Kirkland Lake Policy CORP2022-006 Pole Banner Program Policy and Pole Banner Application Form for design guidelines.
18. The Client warrants that all materials supplied to the Town are of the correct number, specifications and of sufficient quality to be installed by the Town without modification or specialized equipment, tools, or expertise.
19. The Client warrants that all materials and any instructions will be provided to the Town a minimum of ten (10) business days prior to the date of installation.

TOWN RESPONSIBILITIES

20. The Town will communicate the date of installation and date of removal a minimum of ten (10) business days before the date of installation and removal.
21. The Town will provide at the Town's own expense all personnel, vehicles, tools, machinery, equipment, materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with this Agreement.
22. Upon expiry or termination of this Agreement, the Town will return to the Client any property provided by the Client to the Town for the purposes of fulfilling this Agreement.

RIGHT OF SUBSTITUTION

23. The Town may, at the Town's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Town under this Agreement and the Client will not hire or engage any third parties to assist in the provision of the Services or replace the Town.
24. In the event that the Town hires a sub-contractor, all terms and conditions of this Agreement remain valid and in force.

AUTONOMY

25. The Town will have full control over working time, methods and decision making in relation to provision of the Services in accordance with the Agreement. The Town will work autonomously and not at the direction of the Client. However, the Town will be responsive to the reasonable needs and concerns of the Client.

GOVERNING LAW

26. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

NOTICES

27. All correspondence or other communications pertaining to this Agreement will be directed to the following contact persons:

[Client]
[Address]
[Telephone Number]
[Contact Person]
[Person's Email Address]

The Corporation of The Town of Kirkland Lake
c/o Public Works Department
1 Dunfield Rd, Kirkland Lake, ON P2N 3P4
Contact Person: Stephane Fortin
Email: Stephane.Fortin@tkl.ca

GENERAL

28. Assignment: The Parties may not assign their rights and/or obligations under this Agreement.
29. Complete Contract: This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
30. Severability: If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
31. Waiver: Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

The Corporation of The Town of Kirkland Lake

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this

[*day*] day of [*month*], [*year*].

[*Client*]

Stephane Fortin, Director of Public Works (*or designate*)
The Corporation of The Town of Kirkland Lake