

## **TOWN OF QUALICUM BEACH**

### **BYLAW NO. 553**

#### **A Bylaw to regulate signs within the Town of Qualicum Beach.**

**WHEREAS**, pursuant to Section 967 of the *Municipal Act*, Council may regulate the number, size, type, form, appearance and location of any signs, and may prohibit signs subject to Section 967(2);

**AND WHEREAS**, pursuant to Section 579(3) of the *Municipal Act*, Council may regulate or prohibit the erection, placing, alteration, maintenance, demolition and removal of signs;

**AND WHEREAS**, pursuant to Section 734(1) of the *Municipal Act*, Council may regulate the construction, alteration, repair or demolition of structures;

**AND WHEREAS**, it is deemed desirable;

(a) to enable local commercial and industrial enterprises clearly to identify their business and to indicate the extent permitted by this bylaw the types and trade names of goods and services manufactured or sold on the premises;

(b) to protect the appearance of the various zones of the Town from the effect of signs which may be inappropriate as to size, design and location;

(c) to protect the public from the effects of signs that conflict with signs and lights erected for the direction of vehicular and pedestrian traffic;

(d) to protect the public from the dangers of signs of inferior construction and from the public nuisance or hazard arising from improperly sited signs.

**NOW THEREFORE**, the Municipal Council of the Town of Qualicum Beach, in open meeting assembled, enacts as follows:

This bylaw may be cited for all purposes as "Town of Qualicum Beach Sign Bylaw No. 553, 1995".

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## SECTION 1 - DEFINITIONS

**Animated Sign** means a sign which includes action or motion or colour changes of all or any part of the sign.

**Apartment Development** means a building containing a minimum of three (3) dwelling units, located in any zone, which share a common entrance from the exterior.

**Automated Changeable Copy Sign** means a sign on which copy can be changed electronically.

**Awning Sign** means a sign painted or affixed flat to the surface of the front face of an awning and may not extend vertically or horizontally beyond the limits of the awning.

**Building Directory Sign** means a sign listing four (4) or more businesses located on the same parcel or at four (4) or more adjoining parcels.

**Business** means carrying on a commercial or industrial undertaking of any kind or nature or the providing of a professional, personal or other service for the purpose of gain or profit.

**Business Frontage** means the distance from centre to centre of common walls shared by two or more businesses, or outside walls housing a business. Each street frontage is a separate business frontage.

**Bylaw Enforcement Officer** means the Bylaw Enforcement Officer appointed by the Town of Qualicum Beach.

**Canopy Sign** means a sign painted or affixed to the front face of a canopy which does not extend vertically or horizontally beyond the limits of the canopy.

**Clearance** means the shortest vertical distance between the lowest limit of a sign and the ground surface beneath the sign.

**Construction Project Sign** means a sign erected on the site of that construction project advertising the name of any or all of the building, owners, financial backers, architects and consultants, contractors and subcontractors involved in that construction project.

**Contractor Sign** means a sign advertising a single contractor or sub-contractor involved in a construction project, erected on the site of that project.

**Copy** means letters, characters, numbers or graphics on a sign.

**Design** includes the shape, dimensions, colour, materials, movement and luminosity of a sign.

**Directional Arrow** means a sign for guiding the public to an open house.

**Director of Planning** means the Director of Planning appointed by the Town of Qualicum Beach.

**Display Box Sign** means a sign enclosed within a case allowing the viewing of menus, recreation or entertainment events.

**Election Sign** means a sign for election purposes, advertising a particular party, candidate, plebiscite or issue.

**Electric Sign** means a sign containing electrical wiring which is attached or intended to be attached to an electrical energy source.

**Facia Sign** means a flat sign, affixed on and parallel to a facade and not extending beyond the horizontal width of the building nor above the roof line of the building.

**Flashing Sign** means a sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted light source, but does not include a automated changeable copy sign.

**Freestanding Sign** means a sign having independent supports affixed to the ground and standing apart from and without support from any building or other structure.

**Grade** means the average ground surface elevation within a certain diameter around the base of the sign.

**Hanging Sign** means a sign suspended under a canopy, awning, eaves or arcade.

**Height** means the vertical distance measured from the highest point of a sign.

**Home Occupation Sign** means a sign identifying any or all of the name of the business, type of profession, or the business hours, for a professional practice, occupation or craft which is conducted in a dwelling unit.

**Illuminated** means an internally or externally directed source of light.

**Municipality** means the Town of Qualicum Beach.

**Off Premise Sign** means a sign which directs attention to a business, commodity, service or thing not located on the parcel on which the sign is located.

**Open House Sign** means a sign advertising that a dwelling is open to the public for viewing.

**Parcel** means the smallest area of land, which is registered in the Land Title Office, and includes a lot contained within a Bare Land Strata Plan.

**Portable Sign** means any sign not permanently affixed to the ground or to a building,

**Projecting Sign** means a sign, other than a Canopy or Facia sign, which is attached to and projects approximately perpendicular from a structure or building wall.

**Real Estate Sign** means a sign indicating that the parcel or premises in which the sign is located is for sale, lease or rent.

**Roof Line** means the line made by the intersection of the facade with the roof of the building. In the case of a building with a pitched roof, the roof line shall be at the eaves level.

**Roof Sign** means a sign located wholly above the roof line.

**Sign** means any structure, device or visual display which communicates information or attracts the attention of persons for any purpose and which is visible from a street, but does not include stained glass windows or windows with painted artwork provided they include no advertising message.

**Sign Area** means the total area within the outer edge of the frame or border of a sign, except where a sign has no frame or border, means the total area within 100 mm. within, from the outer edge of the copy.

**Special Events Sign** means a sign which promotes, identifies or directs a community service or event, which is Municipally endorsed or which is organized by a service club, church, school or health and welfare organization.

**Street** means and includes public places, roads, highways, lanes, alleys, avenues, thoroughfares, bridges, viaducts, squares, courts, courtyards, boulevards, sidewalks and rights of way open to the public.

**Subdivision Sign** means a sign indicating that the three (3) or more parcels that are being subdivided are for sale.

**Vacancy/No Vacancy/Open/Closed Sign** means a sign advertising the operational status of a business.

**Window Sign** means any sign either painted on or attached to or installed inside a window for the purposes of viewing from outside the premises.

## **SECTION 2 - AREA RESTRICTIONS**

### **2.1 Number of Signs**

2.1.1 A maximum of three (3) signs per business frontage are permitted in all zones, except in residential zones, and are limited to the following types:

- (a) one (1) fascia sign;
- (b) one (1) freestanding sign, hanging sign, projecting sign or portable sign;
- (c) one (1) awning sign or canopy sign; and
- (d) one (1) window sign.

2.1.2 In addition to the three (3) signs allowed under Section 2.1.1, the following signs per business frontage are permitted in all zones except residential zones;

- (a) one (1) building directory sign;
- (b) one (1) display box sign;
- (c) one (1) Vacancy/No Vacancy sign; and;
- (d) one (1) Open/Closed sign.

2.1.3 The following signs per parcel are permitted in residential zones, except at apartment developments;

- (a) one (1) fascia or freestanding sign; and
- (b) one (1) home occupation sign.

2.1.4 One (1) sign per parcel is permitted at apartment developments, which sign may be either a Facia sign or a Free standing sign.

## **SECTION 3 - DESIGN STANDARDS**

### **3.1 Materials**

3.1.1 Exposed surfaces of a sign may be constructed of any material except particle board, except for exempt signs set out in Section 4, which may be constructed of any material.

### 3.2 **Colours**

3.2.1 The colours, design and placement of signs and their supporting structure and surrounding framework shall be carefully coordinated with both the architectural elements of the facade and other signs on the facade.

3.2.2 Dayglo, fluorescent, luminous or reflective paint or similar products are prohibited (except traffic control (private) signs).

### 3.3 **Illumination**

3.3.1 All signs, except signs exempted by Section 4, portable signs and signs located in a residential zone, may be externally illuminated.

3.3.2 Externally illuminated hanging signs and projecting signs must use a shielded light source.

3.3.3 All signs, except hanging signs, projecting signs, portable signs and signs located in a residential zone, may be internally illuminated, subject to the following regulations:

- (a) a sign having individually, incised plastic or glass letters or symbols shall be mounted in a solid opaque sign face;
- (b) a sign having individual halo-lit lettering or symbols shall be mounted on a solid opaque background.

3.3.4 Internally illuminated awning signs shall have only the letters or symbols internally illuminated, with the remainder of the awning being a solid opaque fabric.

3.3.5 All illuminations shall be limited to the sign surface only, and the light source shall not be visible from adjacent parcels, passing vehicles or pedestrians.

3.3.6 All wiring and conduits for electric signs shall be either placed below grade or otherwise concealed.

### 3.4 **Coordination**

3.4.1 Signs and their supporting structures and surrounding framework should compliment and not obscure the architectural details of the facade or the landscaped areas.

### 3.5 **Lettering**

3.5.1 Signs shall be carved, routed, built-up, sculptured or lettered character of professional design.

3.5.2 Raised or recessed letters or symbols are strongly encouraged to give relief to signs.

## **SECTION 4 - APPLICATION OF BYLAW**

4.1 No sign shall be erected, placed, displayed, altered or moved within the Municipality except in accordance with the provisions of this Bylaw.

4.2 Signs that are not specifically permitted in this Bylaw are prohibited.

4.3 Nothing in this Bylaw relieves a person from complying with other Municipal bylaws.

4.4 This bylaw does not apply to:

- 4.4.1 Signs on or over highways installed or authorized by the Municipality for the control of traffic or parking, or for street names and direction.
- 4.4.2 Traffic control devices provided under the Motor Vehicle Act.
- 4.4.3 Signs authorized by Municipal, District, Provincial or Federal Government Statutes, Orders, Bylaws or Regulations.
- 4.4.4 Signs authorized by the Municipality in connection with public conveniences, including signs on benches and bus stop shelters.
- 4.4.5 Election signs.
- 4.4.6 Temporary paper or cardboard posters and placards advertising a sale or event, and comprising the lesser of 1.0 m<sup>2</sup> or 15% of the area of the window where the sign is located.

## **SECTION 5 - PROHIBITED SIGNS**

- 5.1 Except as specifically permitted by this Bylaw , the following signs shall not be located or displayed within the Municipality:
  - 5.1.1 Off-Premises signs;
  - 5.1.2 Revolving signs, flashing signs, animated signs, automated changeable copy signs or any moving sign or sign containing movement of any kind, other than clocks or temperature indicating signs;
  - 5.1.3 Banners, pennants, bunting, flags and balloons or other gas filled inflatable devices;
  - 5.1.4 Balcony signs;
  - 5.1.5 Signs placed higher than 3 m. above grade;
  - 5.1.6 Signs obstructing any part of a window, doorway or balcony, except window signs;
  - 5.1.7 Signs with more than two (2) sides;
  - 5.1.8 Signs projecting into, on or over a street; and
  - 5.1.9 Visible tube neon signs.

## **SECTION 6 - PERMITTED SIGNS**

The following regulations apply specifically to the types of signs referred to in each Section heading:

- 6.1 **Awning Signs** located in non-residential zones are subject to the following regulations:

The maximum sign area of an awning sign is 1.5 m<sup>2</sup>, or 25% of the surface area of the awning, whichever is less, with a maximum letter size of 200 mm.

- 6.2 **Building Directory Signs** located in non-residential zones are subject to the following regulations:

May be facia, freestanding, hanging or projecting sign.

- 6.3 **Canopy Signs** located in non-residential zones are subject to the following regulations:

The maximum sign area of a canopy sign is 1.5 m<sup>2</sup> or 25% of the surface area of the canopy, whichever is less, with a maximum letter size of 200 mm.

- 6.4 **Display Box Signs** located in non-residential zones are subject to the following regulations:

Are permitted only for restaurants, fast food outlets, hotels, motels, neighbourhood pubs, tourist information booths, recreation facilities and public assembly uses and must be located within 4.0 m. of the entrance of the business frontage to which it relates, may be freestanding or facia sign and may have a maximum depth of case of 200 mm.

6.5 **Facia Signs**

- 6.5.1 Facia Signs located in non-residential zones are subject to the following regulations:

- (a) Maximum sign area of 1.5 m<sup>2</sup> for business frontages up to 8.0 m.
- (b) Maximum sign area of 2.0 m<sup>2</sup> for business frontages over 8.0 m. and up to 16 m.
- (c) Maximum sign area of 2.5 m<sup>2</sup> for business frontages over 16 m.
- (d) The maximum letter size shall be 200 mm.
- (e) Facia signs shall have a clearance of 2.1 m. if projection is more than 75 mm. from the facade
- (f) Facia signs shall project no further than 200 mm. from the facade to which they are attached.

- 6.5.2 Facia Signs located on apartment developments are subject to the following regulations:

Shall have a maximum sign area of 1.0 m<sup>2</sup> and may contain only the name and street address of the building, the name of the owner, the name of the management company and any vacancies.

- 6.5.3 Facia Signs located in residential zones, except at apartment developments, are permitted without application for a sign permit, are subject to the following regulations:

Shall have a maximum sign area of 0.2 m<sup>2</sup> and shall contain only the identification of the owner and the street address of the private residence.

6.6 **Freestanding Signs**

- 6.6.1 Freestanding signs located in Commercial C1 zones prescribed in the "Town of Qualicum Beach Land Use & Subdivision Bylaw No. 555, 1993" shall be placed in a landscaped area or planter at least twice as large as the sign area and are subject to the following regulations:

- (a) if the business frontage is less than 30 m., a maximum sign area of 0.5 m<sup>2</sup> per side, and a maximum height of 1.0 m.;
- (b) if the business frontage is 30 m. or greater, a maximum sign area of 1.5 m<sup>2</sup> with a maximum letter size of 200 mm., and a maximum height of 1.0 m. The total area must be less than 2.0 m<sup>2</sup> including all supporting structures and surrounding framework;

- 6.6.2 Freestanding signs located in non-residential zones except the Commercial C1 zone prescribed in the "Town of Qualicum Beach Land Use & Subdivision

Bylaw No. 555, 1993” shall be located in a landscaped area or planter at least twice as large as the sign area and are subject to the following regulations:

Shall have a maximum sign area of 3.0 m<sup>2</sup> per side with a maximum letter size of 250 mm., and a maximum height of 5.0 m., subject to compliance with the setback requirements prescribed in “Town of Qualicum Beach Land Use & Subdivision Bylaw No. 555, 1993”. The total area must be less than 4.0 m<sup>2</sup> including all supporting structures and surrounding framework.

6.6.3 Freestanding signs located on apartment developments shall have a maximum sign area of 1.0 m<sup>2</sup> and may contain only the name and street address of the building, the name of the owner, the name of the management company and any vacancies.

6.6.4 Freestanding signs located in residential zones, except at apartment developments, are permitted without application for a sign permit, shall have a maximum sign area of 0.2 m<sup>2</sup> and shall contain only the identification of the owner and the street address of the private residence.

6.7 **Hanging Signs** located in non-residential zones are permitted subject to the following regulations:

Shall have a maximum sign area of 0.3 m<sup>2</sup> per side and a minimum clearance of 2.1 m.

6.8 **Home Occupation Signs** located in residential zones, except at apartment developments, are subject to the following regulations:

May be facia or freestanding sign.

6.9 **Portable Signs** located in non-residential zones are subject to the following regulations:

Are permitted only on private property and shall have a maximum sign area of 0.5 m<sup>2</sup> and maximum height of 1.0 m. Shall not be placed more than 1.0 m. from the wall of a building and shall permit 2.4 m. of unobstructed pedestrian walkway.

6.10 **Projecting Signs** located in non-residential zones are permitted subject to the following regulations:

The maximum sign area of a projecting sign is 0.3 m<sup>2</sup>, with a maximum clearance of 2.1 m. and a maximum projection of 1.0 m.

6.11 **Vacancy/No Vacancy/Open/Closed Signs** located in non-residential zones are subject to the following regulations:

May be facia, freestanding, window or visible tube neon signs.

6.12 **Window Signs** located in non-residential zones are subject to the following regulations:

The maximum sign area of a window sign is 1.0 m<sup>2</sup> or,

(a) where the window sign is a visible tube neon sign, 10% of the area of a window, or

(b) where the window sign is other than a visible tube neon sign, 20% of the window area,

whichever is lesser.

**The following signs are permitted, without application for permit and are authorized and are not subject to the area restrictions set out in Section 2 and may be in the form of a facia, free standing, portable or window sign, and are subject to the following regulations:**

**6.13 Construction Project Signs**

- (a) No more than one (1) Construction Project Sign is permitted per parcel on the site of a building under construction or development.
- (b) Construction Project Signs are permitted in all zones, but only on parcels other than those with a single family dwelling or duplex being constructed or developed on them.
- (c) Construction Project Signs shall have a maximum sign area of 3.0 m<sup>2</sup> per side, and a maximum height of 5.0 m.
- (d) Construction Project Signs shall be removed no later than one (1) month following issuance of the occupancy permit for the construction or development.

**6.14 Contractor Signs**

- (a) No more than one (1) Contractor sign is permitted per contractor or sub-contractor per parcel on the site of a building under construction or development.
- (b) Contractor signs are permitted in all zones.
- (c) Contractor signs shall have a maximum sign area of 1.0 m<sup>2</sup> per side and maximum height of 1.0 m.
- (d) Contractor signs shall be removed no later than one (1) month following issuance of the occupancy permit for the construction or development.

**6.15 Directional Arrows**

- (a) No more than three (3) directional arrows are permitted in addition to the open house sign described in Section 6.16.
- (b) Directional arrow signs are permitted in all zones.
- (c) Directional arrows shall have a maximum sign area of 0.2 m<sup>2</sup> per side and a maximum height of 1.0 m.
- (d) Directional arrows shall only be displayed during the hours that the parcel to which the arrow relates is open to the public for inspection and must otherwise be removed.
- (e) Directional arrows shall be located at the nearest intersections to the open house.

**6.16 Open House Signs**

- (a) No more than one (1) open house sign is permitted per parcel on the site of a building to which the sign relates.
- (b) Open house signs are permitted in all zones.
- (c) Open house signs shall have a maximum sign area of 0.6 m<sup>2</sup> per side and a maximum height of 1.0 m.
- (d) Open house signs shall only be displayed during the hours that the parcel to which the sign relates is open to the public for inspection and must otherwise be removed.

### 6.17 **Real Estate Signs**

6.17.1 Real estate signs located in all zones except at apartment developments, and industrial and commercial parcels which have not been previously occupied, are subject to the following regulations:

- (a) No more than one (1) real estate sign per business frontage or residence is permitted per parcel on the site to which the sign relates.
- (b) Real estate signs are permitted in all zones.
- (c) Maximum sign area of 0.6 m<sup>2</sup> per side and a maximum height of 1.0 m.
- (d) Shall be removed no later than fourteen (14) days after the sale of the parcel or the sale of a dwelling unit within an apartment development, or if it is otherwise taken off the market.
- (e) May be located on a balcony or above the first story.

6.17.2 Real estate signs located at apartment developments, industrial and commercial parcels which have not been previously occupied are subject to the following regulations:

- (a) No more than one (1) real estate sign is permitted per street frontage on the parcel to which the sign relates.
- (b) Real estate signs are permitted in all zones.
- (c) Maximum sign area of 1.5 m<sup>2</sup> per side and a maximum height of 3.0 m.
- (d) Shall be removed once 75% of the parcels or dwelling units within an apartment development have been sold or taken off the market.

### 6.18 **Special Event Signs**

- (a) No more than four (4) special event signs are permitted per special event.
- (b) Special event signs are permitted in all zones.
- (c) Special event signs shall have a maximum sign area of 2.0 m<sup>2</sup> per side and a maximum height of 3.0 m.
- (d) Special event signs shall not be placed earlier than fourteen (14) days prior to the commencement of the event to which the sign relates and shall be removed no later than two (2) days after the end of the special event.
- (e) Special event signs may be placed on private property or on a municipal road right of way in front of private property, but only with the permission of the owner of the private property.

### 6.19 **Subdivision Signs**

- (a) No more than one (1) subdivision sign per entrance to the subdivision, or proposed subdivision, to a maximum of two (2) signs per subdivision site to which the sign relates.
- (b) Subdivision signs are permitted in residential zones.
- (c) Subdivision signs shall have a maximum sign area of 3.0 m<sup>2</sup> per side and a maximum height of 5.0 m.
- (d) Subdivision signs shall be removed once 85% of the parcels have been sold or taken off the market.

## **SECTION 7 - GENERAL PROVISIONS AND SPECIFICATIONS**

- 7.1 The keeping, placing or erection of any sign, shall be in conformity with all the provisions of this bylaw and any other applicable Municipal, District, Provincial or Federal Statutes, orders, bylaws or regulations relating thereto.
- 7.2 Any sign may not be erected, altered, rebuilt, enlarged, extended or

- relocated, and no change can be made to any part of the supporting structures, surrounding framework, illumination, colour or copy until a sign permit has been obtained.
- 7.3 Any person who erects, owns, maintains or who continues the use of any permitted sign which projects on or over any street shall enter into an encroachment agreement with the Municipality in the form attached to this bylaw as Schedule "A".
- 7.4 All signs shall be continuously maintained so that at no time is there any danger from their supporting structures, surrounding framework or illumination.
- 7.5 All signs shall be maintained structurally sound and free from all hazards, caused or resulting from decay or failure of structural members, fixtures, lighting or appurtenances. All sign area, background, copy and lighting shall be maintained in readable and clean condition, and the site on which the sign is situated shall be maintained free of weeds, debris and rubbish.
- 7.6 All normal maintenance, as set out in Sections 7.4 and 7.5, including replacement of supporting structures, surrounding framework, illumination, copy and refurbishing on signs does not require a sign permit, however shall conform to all other provisions of this bylaw or any other Municipal bylaw
- 7.7 The Bylaw Enforcement Officer and/or the Director of Planning for the Town of Qualicum Beach may enter upon any parcel, at all reasonable hours, in order to inspect any sign to ascertain compliance with this bylaw.
- 7.8 No person shall interfere with or obstruct any authorized person seeking entry into or onto any parcel for the purpose described in Section 7.7.
- 7.9 When a business vacates a parcel, all signs on the parcel which relate to that business shall be forthwith removed by the owner of the sign or the owner of the parcel.
- 7.10 A sign requiring electrical power shall be installed and maintained in conformance with all applicable statutes and required approvals must be obtained.
- 7.11 No sign, guy, stay or attachment thereto shall be erected, placed or maintained by any person in such a manner as to contact or interfere with any electric light, power or telephone wires or their supports, or the free use of any access or means of egress. No sign may be erected on any electric light, power or telephone pole.
- 7.12 No sign may interfere or otherwise obstruct traffic control devices, or in any way interfere with vehicular traffic visibility from a street or intersection.
- 7.13 Except as permitted by this bylaw, no sign shall be tacked, posted or otherwise affixed to any structure, tree, pole, hydrant, bridge, fence or any other surface on public property in the Municipality.
- 7.14 **Anchorage**
- 7.14.1 Signs attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts or approved expansion screws of sufficient size and anchorage to support safely the loads applied.
- 7.14.2 Signs shall not be fastened by nails, staples or screws to wooden blocks,

- plugs or nailing strips built into masonry concrete.
- 7.14.3 Bolts or lag screws shall not be fastened to window frames, fascia or trim boards. Lag bolts in solid woodwork shall not be less than 2.0 cm. in diameter and shall penetrate the woodwork at least 8.0 cm.
- 7.14.4 All cables 2.0 cm. in diameter and over shall be provided with suitable sleeves and two (2) cable clips shall be provided for each cable and securely clamped to the sleeves.
- 7.14.5 Turnbuckles shall be provided for all supporting cables. Side guys may have a turnbuckle for one side of any electrical sign. Turnbuckles shall have a breaking strength equivalent to that of the cable to which they are attached. Guy wires shall not be used to support a free standing sign.
- 7.14.6 All cables, turnbuckles, links, bolts and screws, and all devices which are used to support of which form a part of any sign, shall be non-corrosive or be protected otherwise in an approved manner such as galvanized steel or equal.
- 7.14.7 Where two (2) cables are required for the main supports of any sign, such cables shall be independently attached to the sign and to the building or other support.
- 7.15 **Council Authorization**
- 7.15.1 If a sign is deemed to be unsightly, grotesque or offensive in character, the application for a sign permit can be denied by Council.
- 7.15.2 Any sign unlawfully occupying a portion of a highway or public place may be removed by order of a Bylaw Enforcement Officer of the Municipality. A fee of One Hundred (\$100.00) Dollars and the cost of removal shall be payable for recovery of the sign and failing recovery of fees within thirty (30) days of removal, the Bylaw Enforcement Officer may sell the sign at public auction, retaining sufficient proceeds to pay the fees and costs imposed by this bylaw and the costs of sale.
- 7.15.3 If a sign does not conform to this bylaw or any other bylaw of the Municipality, a Bylaw Enforcement Officer may give written notice to the owner of a parcel to bring the sign into compliance or remove the sign within fourteen (14) days within the date of the notice. The recipient of the notice shall act in accordance with the notice and if the notice is not complied with, the Bylaw Enforcement Officer may order the sign removed at the expense of the person in default, and the expense incurred may be recovered from the owner of the land on which the sign was displayed with costs in the same manner as Municipal taxes.
- 7.15.4 An application may be made to Council by way of a Development Permit pursuant to "Town of Qualicum Beach Land Use & Subdivision Bylaw No. 555, 1993", as amended from time to time, for permission to place, erect or maintain a sign not provided for by this Bylaw.

## **SECTION 8 - APPLICATION FOR PERMITS**

- 8.1 Application for a sign permit shall be made to the Director of Planning on such form as may be specified by the Director of Planning.
- 8.2 Every applicant for a sign permit shall complete a sign permit application on the form provided by the Municipality, which application shall include the following information:
- (a) the applicant's name and address;

- (b) the sign manufacturer's name and address;
  - (c) the legal description and civic address of the parcel where the sign is to be located;
  - (d) the name and civic address of the owner of the parcel;
  - (e) a drawing, to scale, for each side of the sign, showing copy, sign area and dimensions of the sign, as well as the colour scheme and materials, and details of any supporting structures and surrounding framework;
  - (f) a drawing or photograph showing the proposed location of the sign, including detail of all buildings and structures located on the land, as well as the location and size of all existing signs;
  - (g) details of the method and type of wiring, illumination and attachment to a building, if applicable;
  - (h) for free standing signs, a drawing to scale showing the proposed location of the sign on the parcel, relative to the parcel lines, buildings and adjacent streets, as well as details of proposed landscaping;
  - (l) for window signs, the size of the window area where the sign will be located;
  - (j) for awning signs and canopy signs, the size of the surface area of the awning or canopy;
  - (k) for facia signs, the business frontage size;
  - (l) an encroachment agreement with the Municipality, if required, and
  - (m) any other information required by the Director of Planning.
- 8.3 The Director of Planning shall have the authority to require certification, by a structural engineer, where a structure is being created.
- 8.4 The Director of Planning shall consider each application for a sign permit and if the proposed sign conforms with all the provisions of this Bylaw, and upon payment of the requisite permit fee in accordance with Section 9 of this Bylaw, a permit shall be issued to the applicant.
- 8.5 The issuance of a sign permit does not supersede the approval by the Electrical Inspector in respect to installation of electric signs. The applicant shall supply the Director of Planning with evidence of approval by the Electrical Inspector prior to connecting any sign to its supply wires.
- 8.6 A sign permit shall expire if active work is not commenced within a period of six (6) months from the date of issuance of the permit.

### **SECTION 9 - PERMIT FEES**

- 9.1 A permit fee of Thirty Five (\$35.00) Dollars shall be paid, by the applicant, prior to the issuance of a sign permit.
- 9.2 A fee of One Hundred (\$100.00) Dollars shall be paid, by an applicant, for each sign installed or erected prior to the issuance of a sign permit, required under this bylaw.

### **SECTION 10 - PENALTY AND ENACTMENT**

- 10.1 Every person who contravenes any provision of this Bylaw or who suffers or permits and act or thing to be done in contravention of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, shall be deemed to be guilty of an infraction of this Bylaw and, upon summary

conviction thereof, shall be liable to a fine not exceeding Two Thousand (\$2000.00) Dollars or six (6) months imprisonment, or both.

**SECTION 11 - SEVERABILITY CLAUSE**

11.1 If any section or lesser portion of this Bylaw is held invalid by a Court, such invalidity shall not affect the remaining portions of the Bylaw.

**SECTION 12 - REPEAL**

13.1 "Town of Qualicum Beach Sign Bylaw No. 323, 1978" is hereby repealed.

**READ A FIRST TIME** this 7th day of December, 1994.

**READ A SECOND TIME** this 10th day of July, 1995.

**READ A THIRD TIME** this 14th day of August, 1995.

**ADOPTED** this 11th day of September, 1995.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

Certified a true copy of the "Town of Qualicum Beach Sign Bylaw No. 553, 1995".

\_\_\_\_\_  
**CLERK**

**TOWN OF QUALICUM BEACH**  
**ENCROACHMENT AGREEMENT**

**THIS AGREEMENT DATED the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, is**

**BETWEEN:**

**TOWN OF QUALICUM BEACH**, a Municipal Corporation,  
incorporated under the *Municipal Act*, R.S.B.C. 1979, c. 290, and  
having an office at 141 Second Avenue West, P.O. Box 130,  
Qualicum Beach, B.C., V9K 1S7

(the "Municipality")

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Owner")

**GIVEN THAT:**

A. The Owner is the registered owner in fee simple of those lands and premises in the Town of Qualicum Beach legally described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Lands");

A. The Owner has requested permission from the Municipality to encroach upon lands adjacent to the Lands which the Municipality possesses for the benefit of the public; and

B. The Municipality may, by bylaw, regulate the use of highways and public places and establish terms and conditions according to which a person may encumber or construct on a highway or public place; and

C. The Municipality has enacted Sign Bylaw No. 553, 1995 authorizing the encroachment onto highways and public places in the Municipality on the terms and conditions set out in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and covenants herein contained, and the sum of Two (\$2.00) Dollars now paid by the Owner to the Municipality, the receipt of which is hereby acknowledged by the Municipality, the parties agree as follows:

1. **Permission to Encroach** - The Municipality hereby grants to the Owner permission to encroach upon that portion of land in the Municipality which is shown outlined in heavy black line on the sketch attached as Schedule "A" to this Agreement (the "Encroachment Area") for the sole purpose of:  
\_\_\_\_\_ (the "Encroachment").

2. **Fee For Use** - The Owner agrees to pay to the Municipality, upon execution of this Agreement:

(a) a fee of Twenty five (\$25.00) Dollars; and

(b) a fee of Five (\$5.00) Dollars per year of the Term, payable in advance,

collectively as a fee for the use of the Encroachment Area.

3. **Term** - This Agreement shall be for a term of \_\_\_\_\_ (\_\_\_\_) years, commencing on \_\_\_\_\_, 19\_\_\_\_ and terminating on \_\_\_\_\_, 19\_\_\_\_ (the "Term").

4. **Acknowledgment of Highway or Public Place** - The Owner acknowledges and agrees that the Encroachment Area is a highway or a public

place and that the Municipality has limited power to authorize the private use of highways and public places. The Owner further acknowledges and agrees that any rights granted by the Municipality to the Owner by this agreement are not exclusive and are subject to the public's right to pass and repass and that the Municipality has full authority pursuant to this Agreement to require the removal of the Encroachment from the Encroachment Area, at any time, without notice and without compensation to the Owner.

5. **Construction and Maintenance** - Prior to constructing the Encroachment, the Owner shall provide to the Municipality detailed plans and specifications showing the intended location of the construction of the Encroachment.
6. The Owner shall at all times keep and maintain the Encroachment and the Encroachment Area in good and sufficient repair to the satisfaction of the Municipality.
7. Notwithstanding prior approval of any work, the Owner shall give written notice to the Municipality of its intention to perform any construction, maintenance or repairs to the Encroachment not less than three (3) clear days before the beginning of such work unless otherwise authorized in writing by the Municipality.
8. The Owner shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, operation, maintenance or repairs of the Encroachment, and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as will give reasonable warning and protection to members of the public.

9. Except as expressly authorized in writing by the Municipality, the Encroachment shall be constructed in such a manner as not to interfere with any existing municipal utilities located in the highway. In the event that the Owner is authorized to interfere with existing municipal utilities in or in the vicinity of the Encroachment Area, the Owner shall, upon written notice by the Municipality,

reimburse the Municipality for all sums expended by the Municipality in altering such municipal utilities, as requested, as determined in the sole discretion of the Municipality.

10. The Owner shall provide, if requested by the Municipality, as-built plans of the Encroachment within one (1) month of completion of its construction.

11. **Relocation** - If any highway or public place under, on or above which any part of the Encroachment is constructed is required for the installation of municipal utilities or other highway or public purposes such that the removal or relocation of the Encroachment or a portion of the Encroachment, is in the opinion of the Municipality, required, the Municipality may give the Owner notice and the Owner shall forthwith after receipt of such notice remove or relocate the Encroachment or the portion of the Encroachment affected, all at the sole expense of the Owner.

12. **Municipality May Enter** - The Municipality by its authorized agents or employees shall have the right at any and all times to enter into and upon the Encroachment Area for the purpose of constructing, maintaining and inspecting or removing any public works or utilities.

13. **Indemnification** - The Owner shall indemnify and save harmless the Municipality from and against all actions, proceedings, claims and demands by any person and shall reimburse the Municipality for all damages and expenses caused or contributed to by the negligence or other default of the Owner in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, operation, maintenance and repair of the Encroachment.

14. **Notice** - Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid envelope addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand and shall be deemed to be received upon the day of delivery.

15. **Insurance** - The Owner covenants and agrees with the Municipality that the Owner shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Owner, its employees and agents in the amount of not less than Three Million (\$3,000,000.00) Dollars per occurrence, all inclusive, and the insurance policy shall:

- (a) name the Municipality as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
- (c) state that the policy:
  - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and,
  - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the Municipality;
- (d) be maintained for a period ending twelve months after this Agreement is terminated; and
- (e) not include any deductible amount greater than Five Thousand (\$5,000.00) Dollars per occurrence.

16. **Copies of Policies** - The Owner shall provide the Municipality with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy.

17. **Replacement Insurance** - In the event the Owner fails to maintain insurance as required by this Agreement, the Municipality in its sole discretion may, after seven (7) days' notice to the Owner, obtain such insurance in whole or in part. If the Municipality obtains such insurance, the Owner shall reimburse the Municipality for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the Municipality.

18. **Survival of Terms** - The indemnification, release and insurance obligations of the Owner under this Agreement shall survive any termination of this Agreement in relation to any event first arising or commencing on or before the date of termination of this Agreement.

19. **Termination** - The Owner understands and agrees that the Municipality may at any time, in its sole discretion, withdraw the rights it has granted herein to the Owner by giving five (5) days notice to the Owner in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Owner shall, at its own expense, within such time as may be specified by the Municipality, remove the Encroachment and fill up any excavation made, constructed or maintained with respect to it, and otherwise restore the Encroachment Area to its original state to the satisfaction of the Municipality.

20. **Removal of Fixtures and Chattels** - If the Owner fails to clear the Encroachment Area as required under this Agreement, the Municipality and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area. The Municipality may apply the Deposit or part of it to the cost of such removal and any deficiency will be a debt due and owing to the Municipality by the Owner upon receipt by the Owner of the Municipality's invoice for the deficiency.

21. **Release** - The Owner releases and forever discharges the Municipality from all manner of claims of any nature whatsoever which may arise by reason of an act or omission of the Municipality pursuant to this Agreement.

22. **Compensation** - Notwithstanding any provision of this Agreement, the Owner shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Encroachment and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Encroachment or by reason of the termination of the Agreement.

23. **Interest in Land** - This Agreement grants no interest in land in the Encroachment Area to the Owner.

24. **Waiver** - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

25. **Interpretation** - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.

26. **References** - Every reference to each party is deemed to include their heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

27. **Enurement** - This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and assigns.

28. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

29. **Assignment** - The Owner shall not be entitled to transfer or assign this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Encroachment Area, without the written consent of the Municipality. Prior to transferring, assigning, giving or in any way alienating the Encroachment Area, the Owner shall advise the prospective transferee of the existence of this Agreement and, as a condition of the transfer, cause the transferee to become a party to this Agreement in place of the Owner.

30. **Entire Agreement** - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

31. **Time of Essence** - Time is of the essence of this Agreement.

32. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Encroachment Agreement  
Sign Bylaw No. 553  
Page 8

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day and year first above written.

The **TOWN OF QUALICUM BEACH** )  
by its authorized signatory: )

)  
)  
\_\_\_\_\_)  
Name: )

The Corporate Seal of  
Town of Qualicum Beach )  
was hereunto affixed in the presence of: )

)  
)  
\_\_\_\_\_)  
Authorized Signatory )  
)  
\_\_\_\_\_)

c/s

Authorized Signatory )

Signed, Sealed and Delivered by )  
the Owner in the presence of: )

\_\_\_\_\_) )  
Witness )

\_\_\_\_\_) )  
Address )

\_\_\_\_\_) )  
Occupation )

\_\_\_\_\_) )  
Name: )

**SCHEDULE "A"**

**[Encroachment Area]**