

# CONSOLIDATED

## CITY OF COURTENAY SIGN BYLAW NO. 2042, 1998

### TABLE OF CONTENTS

<b>SECTION 1 DEFINITIONS</b>	<b>page 1</b>
<b>SECTION 2 APPLICATION AND EXEMPTIONS</b>	<b>page 4</b>
2.1 Application	
2.2 Exemptions	
<b>SECTION 3 PERMITS, FEES AND INSPECTIONS</b>	<b>page 5</b>
3.1 Requirement for Permit	
3.2 Permit Required Prior to Start of Construction	
3.3 Application for Permit	
3.4 Permit Fee, Expiration and Refund	
3.5 Inspections	
3.6 Permit Issuance or Denial	
<b>SECTION 4 PROHIBITED SIGNS</b>	<b>page 7</b>
4.1 Prohibited Signs	
<b>SECTION 5 SIGNS NOT REQUIRING A PERMIT</b>	<b>page 7</b>
5.1 Community Event Signs	
5.2 Community Organization Signs	
5.3 Construction Site Signs	
5.4 Identification Signs	
5.5 Real Estate Signs - Temporary	
<b>SECTION 6 SIGNS REQUIRING A PERMIT</b>	<b>page 9</b>
6.1 Awning Signs	
6.2 Directional Signs	
6.3 Directory Signs	
6.4 Fascia Signs	
6.5 Flags and Strip Banners	
6.6 Freestanding Signs	
6.7 Portable Signs	
6.8 Projecting Signs	
6.9 Promotional Signs - Temporary	

**SECTION 7 SIGN OVER PUBLIC RIGHT-OF-WAY / MAINTENANCE page 13**

7.1 Sign over Public Right-of-Way

7.2 Maintenance of Signs

**SECTION 8 REMOVAL OF SIGNS AND ENFORCEMENT page 14**

8.1 Abandoned Signs

8.2 Temporary Signs

8.3 Removal and Impoundment

**SECTION 9 PENALTY, SEVERABILITY AND ENACTMENT page 15**

9.1 Penalty

9.2 Severability

9.3 Repeal

9.4 Enactment

**APPENDICES**

Schedule "A" - Application for a Sign Permit

Schedule "B" - Fee Schedule

Schedule "C" - Encroachment Agreement

**page 16**

**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2042**

**A bylaw to regulate the number, size, type, form, appearance and location of signs within the City of Courtenay**

**WHEREAS** Council may by bylaw regulate the number, size, type, form, appearance and location of signs, and make different provisions for different zones, for different uses within a zone and for different classes of highways;

**AND WHEREAS** it is deemed desirable:

1. To protect the appearance of the various zones of the City of Courtenay from the effect of signs which may be inappropriate as to size, design or location;
2. To protect the public from the effects of commercial and other signs that conflict with traffic signs and lights erected for the direction of vehicular and pedestrian traffic, and to prevent the confusion which may arise from the undue conflict of commercial and other signs;
3. To protect the public from the dangers of signs of inferior construction and from the nuisance or hazard arising from improperly sited signs; and,
4. To enable local commercial and industrial enterprises clearly to identify their places of business and to indicate, to the extent permitted by this bylaw, the types and trade names of goods and services manufactured or sold on the premises.

**THEREFORE**, the Council of the Corporation of the City of Courtenay, in open meeting assembled, enacts this bylaw as follows:

**SECTION 1 DEFINITIONS**

In this bylaw:

“*abandoned sign*,” means any *sign* which no longer serves its previously intended purpose, or which is not maintained as required by this bylaw.

“*animated sign*” means a *sign* which uses change of lighting to depict action or create special effects or a pictorial scene, but does not include a digital *sign* displaying only time and temperature.

“*awning*” means a temporary shelter supported entirely from the exterior wall of a building and composed of non-rigid materials except for the supporting framework.

“*awning sign*” means a *sign* painted or affixed flat to the surface of an *awning*, which does not extend vertically or horizontally beyond the limits of such *awning*.

“*banner sign*,” means a *sign* composed of lightweight, non-rigid material such as cloth, canvas or similar fabric.

“*bench sign*” means a *sign* forming part of or attached to a bench.

“*billboard sign*” means an *off-premise sign* which directs attention to a business, commodity, service, entertainment or thing conducted, sold or offered at a location other than the *parcel* on which the *sign* is located, and excludes *bus shelter signs* and *bench signs*.

“*building face*,” means all individual wall areas of a building in one plane or elevation.

“*bus shelter sign*” means a *sign* on a structure intended to shelter bus patrons and situated on land which adjoins a bus stop in ordinary use by buses operated by a public transit authority.

“*business premise*” means that part of a building or a *parcel* owned or occupied for the conducting of a business.

“*canopy*” means a permanent hood, cover or shelter projecting from a *building face*.

“*City*” means the Corporation of the City of Courtenay.

“*community event sign*” means a *sign* advertising a community event which is carried on by a not for profit organization for the betterment of the community.

“*community organization sign*” means a sign directing attention to a religious, community, service club or similar organization.

“*construction site sign*” means a *sign* indicating the nature of construction or demolition proposed or in progress on a *parcel*.

BL2230 “*copy*” means the letters, characters, numbers or graphic that make up the message on a sign, but does not include background colour. Changeable copy is restricted to 40% of the sign area except that in the case of fascia signs for theatres it is not restricted.

“*directional sign*” means a permanent *sign*, which only communicates information regarding vehicular or pedestrian movement on the *parcel* on which it is located.

“*Director of Development Services*” means the Director of Development Services of the *City* and includes those officials of the *City* performing their duties under his or her authority and control.

“*directory sign*” means a sign associated with drive-through facilities to provide menu options.

“*electronic message board sign*” means a *sign* which exhibits changing or moving effects at a constant intensity of illumination, or a *sign* with moving letters, symbols or changing messages.

“*fascia sign*” means a flat *sign*, affixed on and parallel to the *building face* on which it is displayed or painted and includes *canopy signs*.

“*flashing sign*” means a *sign* which includes or reflects an intermittent, flashing or oscillating light source or which includes the illusion of intermittent, flashing, or oscillation light by means of animation, and may involve moving lights or beacons but does not include a *time and temperature digital sign*, or *electronic message board sign*.

BL2192 “*freestanding sign*” means a *sign* standing apart from a building supported by an independent structure and affixed to the ground and is not a *temporary sign*.

“*frontage*” means the length of the property line of a *parcel* of land abutting a public street, excluding a lane.

“*grade*” means the average natural ground surface elevation at the *sign* location.

“*height*” means the vertical distance measured from the highest point of a *sign* to the elevation of the *grade* directly below the *sign*, or to the elevation of the street or sidewalk adjacent to the *sign*, whichever is lesser.

“*identification sign*” means a *sign* containing only the specific or generic name of a business, its logo, address, phone number and hours of operation.

“*off-premise sign*” means a *sign* which directs attention to a business, commodity, service, entertainment or thing not related to or located on the *parcel* on which the *sign* is located.

“*parcel*” means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

“*political sign*” means a *sign* containing only messages relating to a public election or referendum.

“*portable sign*” means a *sign* not permanently affixed to the ground or a building.

“*projecting sign*,” means a *sign* other than a *canopy*, *awning* or *fascia sign*, which is attached to and projects from a structure or *building face*.

“*promotional sign*” means a *temporary sign* advertising a promotion, new *business premise* or advertising the change in use or ownership of a *business premise*.

“*real estate sign*” means a *sign* indicating that the *parcel* or *business premise* on which it is located is for sale, rent or lease.

“*roof line*” means the line formed by the intersection of the exterior walls of a building with the roof of the building, including a false roof.

“*roof sign*” means a *sign* erected on top of the roof or parapet of a building or structure, or wholly or partly above a *roof line* of a building.

“*rotating sign,*” means a *sign* or portion of a *sign*, which moves in a revolving or turning manner.

“*sign*” means any structure, device, or visual display which communicates information or attracts the attention of the public for any purpose.

“*sign area,*” means the total area within the outer edge of the frame or border of a *sign*, but where a *sign* has no frame or border or background, means the area contained within the shortest line surrounding the *copy*. Where a *sign* has more than one side, the *sign area* is the total of the *sign area* on all sides, unless otherwise specified.

“*subdivision identification sign*” means a *freestanding sign* identifying only the name and location of a subdivision.

“*temporary sign*” means a *sign* displayed for a limited period of time in accordance with this bylaw.

“*time and temperature digital sign*” means a *sign* in which the time, temperature or time and temperature are displayed by artificially illuminated digits.

“*vehicle sign*” means a *sign* attached to, placed in or on a vehicle or trailer but excludes signs printed on an insured vehicle or on taxis or public transportation vehicles which state only the name of the business or authority, its logo, address and phone number.

“*zone*” means premises designated for certain uses according to “City of Courtenay Zoning Bylaw No. 1427, 1986”.

## **SECTION 2 APPLICATION AND EXEMPTIONS**

### **2.1 Application**

2.1.1 No *sign* shall be erected, placed, displayed, altered or moved within the *City* except in conformity with the provisions of this bylaw.

2.1.2 *Signs* that are not specifically permitted in this bylaw are prohibited.

2.1.3 Nothing in this bylaw relieves a person from complying with all other applicable enactments, including Federal and Provincial legislation and all *City* bylaws.

2.1.4 The application of this bylaw to *signs* may be affected by a development permit or development variance permit issued by the *City*.

## **2.2 Exemptions**

2.2.1 Any *sign* lawfully in existence at the time of adoption of this bylaw, although such *sign* does not conform with the provisions of this bylaw, may continue to be used, provided it is maintained in a clean and safe condition.

2.2.2 Any *sign* lawfully in existence at the time of adoption of this bylaw shall not be reconstructed, altered or moved except in conformity with the provisions of this bylaw.

2.2.3 Notwithstanding any other provisions of this bylaw, the following types of *signs* are exempt from this bylaw:

- a. *Signs* on or over *City* streets for the control of traffic and parking, or for street names, or directions and administered by the Director of Operational Services;
- b. Traffic control devices under the Motor Vehicle Act of British Columbia;
- c. Notices issued by the *City*, the Government of British Columbia or the Government of Canada;
- d. *Political Signs*
- e. *Bench signs* and *bus shelter signs* intended for public convenience and administered by the Director of Operational Services;

## **SECTION 3 PERMITS, FEES AND INSPECTIONS**

BL2091 **3.1** No person shall display, rebuild, enlarge, extend or relocate any sign or change the copy of a sign, or change any part of the structural elements or lighting of any sign, without first making application for and obtaining a permit therefor, unless specifically exempted from permit requirements by this bylaw.

**3.2** No person shall proceed with the placing, erection, or altering of any *sign* until a permit has been granted.

### **3.3 Application For Permit**

Every applicant for a permit shall provide to the *City* a completed application for a permit in the form attached as Schedule “A”.

### **3.4 Permit Fee, Expiration and Refund**

3.4.1 Every applicant for a *sign* permit shall pay to the *City*, at the time of such application; the applicable fee as set out in Schedule “B”.

3.4.2 Every permit issued hereunder shall expire if construction of the *sign* on the *parcel* is not commenced within a six-month period from date of issuance.

3.4.3 If a permit is issued and subsequently expires, no refund will be allowed. The owner may cancel an application by written request to the *City*. If a permit is cancelled prior to expiration, and no work has commenced, a refund will be allowed less a 25% administration fee.

### **3.5 Inspections**

3.5.1 The *Director of Development Services* is hereby authorized to enter at all reasonable times upon any property subject to this bylaw to ascertain compliance with this bylaw.

3.5.2 Every person erecting, altering, repairing or relocating a *sign* for which a permit is required shall obtain inspections of the *sign* as directed by the *Director of Development Services*.

3.5.3 All *signs* provided with electrical connections shall have a provincial electrical permit which shall be produced to the *City* at the time of final inspection by the *City*.

### **3.6 Permit Issuance or Denial**

3.6.1 No permit shall be issued for a proposed *sign* which does not comply with all Provincial statutes, regulations and *City* bylaws.

3.6.2 No permit shall be issued for any *sign* where:

- a. the building or structure to which the *sign* is or is to be attached is incapable of supporting the *sign*; or,
- b. the information submitted regarding the construction of the a building or structure to which a *sign* is to be attached is insufficient to allow a determination of the capability of the building or structure to support the *sign*.

## SECTION 4 PROHIBITED SIGNS

### 4.1 Prohibited Signs

4.1.1 The following *signs* are specifically prohibited:

- a. *animated signs*;
- b. *signs* mounted or supported on a balcony or roof deck or roof of a *canopy*;
- c. balloons or other inflatable devices;
- d. *billboard signs*;
- e. *electronic message board signs*;
- f. *flashing signs*;
- g. *off-premise signs* except as described in Section 5.2 and Section 6.6.6;
- h. *rotating signs*;
- i. *roof signs*;
- j. *vehicle signs*;
- k. *signs* equipped with flashing, oscillating, or moving devices or which have emissions whether audible, visual or otherwise; and,
- l. *signs* which obstruct a parking space or utilize such parking space for purposes of locating a *sign*.

4.1.2 No more than three (3) *signs* per *business premise frontage* are permitted from the categories of *freestanding sign*, *fascia sign*, *awning sign* or *projecting sign*.

## SECTION 5 SIGNS NOT REQUIRING A PERMIT

Notwithstanding Section 6, a permit is not required for the following types of *signs*, provided that the following regulations are complied with:

### 5.1 Community Event Signs

5.1.1 The *sign area* shall not exceed 3.0 m<sup>2</sup> (32.3 sq. ft.) and the *height* shall not exceed 2 metres (6.56 ft.).

5.1.2 *Community event signs* shall only be *freestanding*, *fascia* or *projecting signs*.

5.1.3 No more than one (1) *sign* shall be permitted per *parcel*.

5.1.4 *Community event signs* shall not be erected prior to thirty (30) days before the date of the community event and must be removed no later than seven (7) days following the date of the community event.

## 5.2 *Community Organization Signs*

- 5.2.1 The *sign area* shall not exceed 1.5 m<sup>2</sup> (16.1 sq. ft.) and the *height* shall not exceed 2 metres (6.56 feet).
- 5.2.2 *Community organization signs* shall only be *freestanding* or *fascia signs*.
- 5.2.3 No more than one (1) *community organization sign* shall be permitted per *parcel*.

## 5.3 *Construction Site Signs*

- 5.3.1 The *sign area* shall not exceed 3.0 m<sup>2</sup> (32.3 sq. ft.) and the *height* shall not exceed 2 metres (6.56 feet) on a *parcel* other than for a single family dwelling or a duplex.
- 5.3.2 The *sign area* shall not exceed 1.5 m<sup>2</sup> (16.1 sq. ft.) and the *height* shall not exceed 2 metres (6.56 feet) on a *parcel* of a single family dwelling or duplex.
- 5.3.3 *Construction site signs* shall only be *freestanding* or *fascia signs*.

BL2192 5.3.3. *Construction site signs* shall conform to the definition of *freestanding* or *fascia signs*. *Freestanding construction site signs* shall comply with setback requirements as per subsection 6.6.8.

- 5.3.4 No more than two (2) *construction site signs* shall be permitted on a *parcel* and illumination shall only be from an exterior source.

BL2192 5.3.5 A *construction site sign* shall contain only the name of the developers, architects, engineers, consultants and contractors for the construction on the site. It may also advertise the names of the future tenants.

- 5.3.6 *Construction site signs* shall be removed within one (1) month of receiving an occupancy permit.

## 5.4 *Identification Signs*

- 5.4.1 The *sign area* shall not exceed 0.3 m<sup>2</sup> (3.23 sq. ft.).
- 5.4.2 *Identification signs* shall only be *fascia signs* and shall be mounted at an entrance of a *business premise*.
- 5.4.3 No more than two (2) *identification signs* shall be permitted per *business premise*.

## 5.5 *Real Estate Signs – Temporary*

- 5.5.1 The *sign area* shall not exceed 1.0 m<sup>2</sup> (10.8 sq. ft.) and the *height* shall not exceed 1.2 metres (3.9 feet), for residential *zones*.
- BL2192 5.5.2 The *sign area* shall not exceed 3.0 m<sup>2</sup> (32.2 sq. feet.) and the *height* shall not exceed 2 metres (6.56 feet), for all non-residential *zones*. However, for a *parcel* with a site area exceeding 2.0 ha. (4.94 acres), the *sign area* shall not exceed 7.0 m<sup>2</sup> (75.3 sq. ft.), or 14.0 m<sup>2</sup> (150.7 sq. ft.) if the *sign* is more than one-sided, and shall not exceed 6.0 metres (19.7 ft.) in *height* for *parcels* with primary uses that are commercial, industrial or multi-family residential.
- BL2192 5.5.3. *Real estate signs* shall conform to the definition of *freestanding* or *fascia signs* and shall not be illuminated. Freestanding *real estate signs* shall comply with setback requirements as per subsection 6.6.8.
- BL2192 5.5.4 No more than one (1) *real estate sign* shall be permitted per strata unit or *parcel* except that for a *parcel* with a *site area* exceeding 2.0 ha. (4.94 acres), two (2) *freestanding signs* are permitted.
- BL2192 5.5.5 *Real estate signs* are permitted for a maximum period of 24 months.

## SECTION 6 SIGNS REQUIRING A PERMIT

The following regulations apply specifically to the types of *signs* referred to in each section:

### 6.1 *Awning Signs*

- 6.1.1 The *sign area* shall not exceed 20% of the area of the *building face* or *business premise*, to a maximum of 9 m<sup>2</sup> (97 sq. ft.) per *building face*.
- 6.1.2 Notwithstanding section 6.1.1, the combined total *sign area* of all *fascia signs* and *awning signs* shall not exceed 9 m<sup>2</sup> (97 sq. ft.) per *building face* for a maximum of three *building faces* per building.
- 6.1.3 *Awning signs* shall be not less than 2.5 metres (8.2 ft.) above the sidewalk.
- 6.1.4 *Awning signs* shall be an integral part of the *awning* and not an attachment or addition.
- 6.1.5 Where more than one *business premise* fronts a street under a single *awning*, there shall be not more than one *awning sign* for each business.

6.1.6 One (1) under-awning sign with a maximum *sign area* of 0.2 m<sup>2</sup> (2.2 sq. ft.) shall be permitted at each separate *business premise* entrance and shall not project beyond the front edge of the *awning*.

6.1.7 The lowest portion of an under-awning signs shall be not less than 2.5 metres (8.2 ft.) above the sidewalk and it shall not be illuminated.

BL2115 6.1.8 An awning sign shall not project more than 1.5 metres (4.92 ft.) from the building face to which it is attached, or within 600 mm (2ft.) of any curb line, or extend above the roofline of a building.

## 6.2 *Directional Signs*

6.2.1 The *sign area* shall not exceed 0.75 m<sup>2</sup> (8 sq. ft.) and the *height* shall not exceed 1.4 metres (4.6 ft.).

6.2.2 No more than four (4) *directional signs* shall be permitted per *business premise or parcel*.

BL2091 6.2.3 Directional signs shall be located no closer than 1.5m (4.9') from any property line.

## 6.3 *Directory Signs*

6.3.1 The *sign area* shall not exceed 1.8 m<sup>2</sup> (19.4 sq. ft.) and the *height* shall not exceed 2 metres (6.56 feet).

6.3.2 No more than two (2) *directory signs* shall be permitted per *business premise*.

## 6.4 *Fascia Signs*

6.4.1 The *sign area* shall not exceed 20% of the area of the *building face* or *business premise* to a maximum of 9 m<sup>2</sup> (97 sq. ft.). The combined total *sign area* of all *fascia signs* plus *awning signs* plus *projecting signs* shall not exceed 9 m<sup>2</sup> (97 sq. ft.) per *building face*.

BL2192 6.4.2 *Fascia signs* shall be permitted on a maximum of three (3) *building faces*.

6.4.3 *Fascia signs* shall project no further than 0.2 metre (0.67 ft.) from the vertical surface to which they are attached and shall not project above the *roofline*.

BL2115 6.4.4 *Fascia signs* may be located on a canopy. *Fascia signs* shall be a minimum horizontal distance of 600 mm (2 ft.) back from any curb line. The vertical dimension of *fascia signs* shall not exceed 1 metre (3.3 ft.)

- 6.4.5 One 0.2 m<sup>2</sup> (2.2 sq. ft.) unilluminated under-canopy sign shall be permitted at each separate *business premise* entrance, and shall not project beyond the front edge of the *canopy*.
- 6.4.6 *Fascia signs* for theatre uses shall be in accordance with the provisions of this bylaw except that the *sign area* may be increased to twice the maximum *sign area* otherwise allowed, with respect to one *building face* on the building in which the theatre is located.

BL2091 **6.5 Flags and Strip Banners**

- 6.5.1 The total *sign area* of all flags on a *business premise* shall not exceed 9 m<sup>2</sup> (97 sq. ft.), not including flags permitted under Section 6.5.2 of this bylaw.
- 6.5.2 *Flags* and emblems of political, civic, philanthropic, educational or religious organizations with a *sign area* not exceeding 4.0 m<sup>2</sup> (43 sq. ft.) shall be permitted and shall not require a sign permit.
- 6.5.3 Strip banners are permitted only on parcels with an automobile dealership and must be attached to a lamppost. No more than two (2) strip banners are permitted per lamppost.

**6.6 Freestanding Signs**

- BL2192 6.6.1 The *sign area* shall not exceed 4.0m<sup>2</sup> (43 sq. ft.), or 8.0m<sup>2</sup> (86 sq. ft.) if the *sign* is more than one sided and shall not exceed 3.5 metres (11.48 ft.) in *height*, unless permitted elsewhere in this bylaw for *parcels* with primary uses that are commercial or industrial.
- BL2192 6.6.2 For a *parcel* with a *site area* exceeding 2.0 ha. (4.94 acres), the *sign area* shall not exceed 7.0m<sup>2</sup> (75.3 sq. ft.), or 14.0m<sup>2</sup> (150.7 sq. ft.) if the *sign* is more than one sided, and shall not exceed 6.0 metres (19.7 ft.) in *height*. For a *parcel* with a *site area* less than 3000 sq.m. (0.74 acres), the *sign area* shall not exceed 3.0m<sup>2</sup> (32 sq. ft.) or 6.0m<sup>2</sup> (65 sq. ft.), if the *sign* is more than one sided, and shall not exceed 2.5 metres (8.2 ft.) in *height* for *parcels* with primary uses that are commercial or industrial.
- BL2192 6.6.3 The *sign area* shall not exceed 2.0m<sup>2</sup> (21.5 sq. ft.) and the *height* shall not exceed 2.0m (6.56 ft.) for *subdivision identification signs* and for *parcels* with primary uses that are multi-family residential or institutional.

6.6.4 Two or more *business premise* may combine their *freestanding signs* to form one single *sign*, the *sign area* of which shall not exceed the maximum permitted *sign area* of a *freestanding sign*.

BL2192 6.6.5 Only one (1) *freestanding sign* is permitted per *parcel*, except that for a *parcel* with site area exceeding 2.0 ha. (4.94 acres), two (2) *freestanding signs* are permitted.

BL2192 6.6.6 Notwithstanding Section 6.6.5, in the case where separate *parcels*, all of which are zoned for commercial or industrial use, share access from a City street or highway, only one *freestanding sign* is permitted to a maximum of one per access, rather than one per *parcel*, despite being separate *parcels* with separate *frontages*. The permitted number of freestanding signs is limited to one per parcel or one per access, whichever results in the lesser number of *signs*.

6.6.7 *Freestanding signs* are permitted only on parcels with a minimum *frontage* of 30 metres (98.4 ft.). On a corner parcel, only one *frontage* shall be used to locate a *freestanding sign*.

BL2192 6.6.8 No *sign* shall be located within 3 metres (9.8 ft.) of an adjoining property line or within 2 metres (6.56 ft.) of the property line facing a street except that *freestanding signs* located on *parcels* on Rosewall Crescent are not required to be set back from the property line facing the street.

6.6.9 All *freestanding signs* shall be located in a landscaped area, which shall be a minimum of 5.0 m<sup>2</sup> (53.8 sq. ft.) in area.

## **6.7 *Portable Signs***

6.7.1 The *sign area* shall not exceed 0.6 m<sup>2</sup> (6.5 sq. ft.) per face and the *height* shall not exceed 1 metre (3.3 feet).

6.7.2 Only one (1) *portable sign* is permitted per *business premise* or parcel.

6.7.3 *Portable signs* shall be located entirely on the same *parcel* as the *business premise*, which it is advertising.

## **6.8 *Projecting Signs***

6.8.1 The *sign area* shall not exceed 2.5 m<sup>2</sup> (26.9 sq. ft.) for all sides.

6.8.2 Only one (1) *projecting sign* is permitted per *business premise* or parcel.

6.8.3 The lowest portion of a *projecting sign* shall be not less than 2.5 metres (8.2 feet) above the sidewalk or curb elevation.

6.8.4 A *projecting sign* shall not project more than 1.5 metres (4.92 ft.) from the *building face* to which it is attached, or within 600 mm (2 ft.) of any curb line, or above the *roofline* of a building.

## **6.9 Promotional Signs - Temporary**

6.9.1 The *sign area* shall not exceed 1.5 m<sup>2</sup> (16.15 sq. ft.).

6.9.2 No more than one (1) *promotional sign* shall be permitted per *business premise* or parcel.

6.9.3 *Promotional signs* shall only be *banner signs*.

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6.9.4 No promotional sign shall be displayed for more than 30 days.

6.9.5 *Promotional signs* are only permitted for temporary advertising, for the opening of a new business or for change of ownership.

## **SECTION 7 SIGN OVER PUBLIC RIGHT-OF-WAY / MAINTENANCE**

### **7.1 Sign Over a Public Right-of-Way**

7.1.1 No *sign* shall be located upon or over any public right-of-way, street or sidewalk or public property, except as permitted by this bylaw.

7.1.2 No *sign* shall interfere with or obstruct any traffic control device as defined in the Motor Vehicle Act, R.S.B.C. 1996, c. 318, or in any other way interfere with visibility from one street to another.

7.1.3 No *sign* shall be displayed in such a manner that it obstructs any door opening, passageway, fire escape, walkway or similar feature.

7.1.4 No *sign* shall be located upon or suspended over a public right-of-way, street, sidewalk or public place unless the owner of the *business premise* upon which the *sign* is located or affixed has entered into an encroachment agreement with the *City*, in substantially the form attached as Schedule "C" to this bylaw

### **7.2 Maintenance of Signs**

- 7.2.1 All *signs* shall be maintained so that at all times they are 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*, lighting and embellishment shall be maintained in readable, clean and painted condition.
- 7.2.2 Normal *sign* maintenance, including replacement of *copy* and lighting, shall not require a permit, but shall conform to all requirements of this bylaw.

## **SECTION 8 REMOVAL OF SIGNS AND ENFORCEMENT**

### **8.1 *Abandoned Signs***

BL2192 When a *sign* either no longer serves its intended purpose, or ceases to contain accurate information, the owner of the *business premise* on which the *sign* is located shall remove the *sign* within six (6) months.

### **8.2 *Temporary Signs***

*Real estate signs*, *community event signs* and other *temporary signs* which are displayed on any *parcel* shall be removed by the owners of such property within seven (7) days of the termination of the event or activity which the *signs* advertised, failing which the *City* may remove the *sign*.

### **8.3 Removal and Impoundment**

- 8.3.1 The *Director of Development Services* may order the removal of any *sign* erected in contravention of this bylaw or may order the upgrading or removal of any *sign* in hazardous condition.
- 8.3.2 The *Director of Development Services* may remove and impound any *sign* found in contravention of this bylaw where the *sign* is on a highway or public place.
- 8.3.3 Any *sign* impounded may be reclaimed by its owner upon payment to the *City* of the storage and handling fee of \$25.00. Any impounded *sign* which has not been reclaimed within five (5) days of its impoundment, may be destroyed or disposed of by the *City* as it sees fit, without compensation by the *City*.

## **SECTION 9 PENALTY, SEVERABILITY AND ENACTMENT**

### **9.1 Penalty**

Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in violation of this bylaw or who neglects to do or refrains from doing

anything required to be done by this bylaw, is guilty of an offence and, upon summary conviction, shall be liable to a fine not exceeding \$2,000.00 or to imprisonment for a period of six months, or to both.

## **9.2 Severability**

If any provision of this bylaw is found invalid in any court of competent jurisdiction, such decision shall not effect the validity of the remaining portions of this bylaw.

## **9.3 Repeal**

By-Law No. 1426, cited as "City of Courtenay Sign By-Law No. 1426, 1986", and all amendments thereto, are hereby repealed.

## **9.4 Citation**

This bylaw may be cited for all purposes as "City of Courtenay Sign Bylaw No. 2042, 1998."

Read a first time this 4th day of May, 1998

Read a second time this 4th day of May, 1998

Read a third time this 4th day of May, 1998

Finally passed and adopted this 26th day of May, 1998

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Mayor

Clerk

830 Cliffe Avenue  
Courtenay, BC V9N 2J7  
Phone: 703-4862  
FAX: 334-4241

**Schedule "A" to Sign Bylaw No. 2042**

**APPLICATION FOR A SIGN PERMIT  
TO ERECT, ALTER, ADD, OR MOVE A SIGN**

Folio No.

- (1) Registered Owner(s)  
(2) Legal Description  
(3) Property Address  
(4) Mailing Address of Owner(s) \_\_\_\_\_  
\_\_\_\_\_ Telephone No.

- (5) Contractor or Agent  
(6) Mailing Address of Contractor or Agent \_\_\_\_\_  
\_\_\_\_\_ Telephone No.

- (7) Type of Work:      New      Addition      Alteration      Move  
(8) Describe Type of Sign:    Awning      Directional      Directory      Fascia  
                                         Flags      Free Standing      Portable      Projecting

- (9) Value of Sign and Installation \$  
(10) Please Submit with Your Application:  
a. A drawing of the sign, to scale, showing the copy, sign area and dimensions of the sign and any supporting structure.  
b. The proposed location, including height, of the sign in relation to the boundaries of the parcel on which it is to be located, and all buildings, structures and other signs located on the parcel, including the dimensions of the building face or structure to which the sign is to be attached.  
c. The dimensions of all existing signs and buildings on the parcel.  
d. Structural and footing details and material specifications for the proposed sign.  
e. Value of sign and installation.

**NOTICE**

(11) I, the undersigned, being the owner/agent for the owner of the property described, apply for a permit to do the work detailed in this application. In consideration for this permit, I agree for myself and my assigns to indemnify and keep harmless the Corporation of the City of Courtenay and its officers against and from all claims, liabilities, judgements, costs and expenses which may accrue from granting this permit, of which may be brought or made against the Corporation of the City of Courtenay, or its officers, in respect of any matter arising out of the works contemplated therein.

This permit and/or the approval of plans or specifications supporting the application does not:

- a. Relieve the applicant, owner or occupant from conforming to all acts, bylaws and regulations;

- b. Relieve the owner's responsibility to search the title and check for restrictions against the property; and,
- c. Make the municipality responsible for providing roads, lanes, water or any service for the property concerned, or impose upon the municipality or its employees any obligation to inspect or approve any construction carried on under this permit.

I understand, agree and will abide with the City of Courtenay Sign Bylaw.

\_\_\_\_\_  
Signature of Owner or Authorized Agent

\_\_\_\_\_  
Date

---

OFFICE USE ONLY

Sign Permit No. \_\_\_\_\_ Sign Permit Fee \_\_\_\_\_

Maximum Height of Sign \_\_\_\_\_

Minimum Required Setbacks: Front \_\_\_\_\_ Rear \_\_\_\_\_ Left Side \_\_\_\_\_ Right Side \_\_\_\_\_

Condition of Permit \_\_\_\_\_ Approved by \_\_\_\_\_

THE CORPORATION OF THE CITY OF COURTENAY BYLAW NO. 2042

Schedule “B” to Sign Bylaw No. 2042

Fee Schedule

Every applicant for a *sign* permit shall pay to the *City*, at the time of such application, a fee as follows:

		Permit Fee
BL2091	1. Freestanding sign:	\$ 100.00
BL2192	2. <i>Freestanding sign</i> that does not exceed 2.5 metres (8.2 feet) in <i>height</i>	45.00
BL2192	3. <i>Sign</i> alteration	20.00
BL2192	4. Under-awning <i>sign</i>	10.00
BL2192	5. Flag or <i>Banner sign</i>	20.00
BL2091	6. Portable signs, temporary signs	10.00
BL2091	7. All other signs	45.00



D. The City has enacted Sign Bylaw No. 2042, 1998 (“Sign Bylaw”) authorizing the encroachment onto highways and public places in the City on the terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT IS EVIDENCE** 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 City, the receipt of which is hereby acknowledged by the City, the parties agree as follows:

1. **Permission to Encroach** - The City hereby grants to the Owner permission to encroach upon that portion of land in the City which is shown outlined in heavy black lines on the sketch attached as Schedule “A” to this Agreement (the “Encroachment Area”) for the sole purpose of erecting a sign in, on or over the Encroachment Area, in accordance with the Sign Bylaw (the “Sign”).
2. **Fee for Use** - The Owner agrees to pay to the City, upon execution of this Agreement:
  - (a) a fee of \$10.00; and
  - (b) a fee of \$1.00 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 ten (10) years, commencing on \_\_\_\_\_, 20\_\_\_\_ and terminating on \_\_\_\_\_, 20\_\_\_\_ (the “Term”).
4. **Deposit** - As security for the due and proper performance by the Owner of all of the covenants in this Agreement and for the removal of the Encroachment, the Owner shall deposit with the City a security deposit (the “Deposit”) in the form of cash or an irrevocable letter of credit in the amount of \$ \_\_\_\_\_. The Owner agrees that the City may use the Deposit to pay the costs of the City in making repairs to the Sign, removing the Sign, restoring the Encroachment Agreement and covering any other costs of the City arising out of any breach of this Agreement by the Owner.
5. **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 City 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 City to the Owner by this Agreement are not exclusive and are subject to the public’s right to pass and repass and that the City has full authority pursuant to this Agreement to require the removal of the Sign from the Encroachment Area, at any time, in accordance with this Agreement, without compensation to the Owner.

6. **Construction and Maintenance** - Prior to constructing or erecting the Sign, the Owner shall provide to the City detailed plans and specifications showing the intended location of the construction of the Sign.
7. The Owner shall at all times keep and maintain the Sign and the Encroachment Area in good and sufficient repair to the satisfaction of the City.
8. Notwithstanding prior approval of any work, the Owner shall give written notice to the City of its intention to perform any construction, maintenance or repairs to the Sign not less than three (3) clear days before the beginning of such work unless otherwise authorized in writing by the City.
9. The Owner shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, operation, maintenance or repairs of the Sign, and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as well give reasonable warning and protection to members of the public.
10. Except as expressly authorized in writing by the City, the Sign shall be constructed in such a manner as not to interfere with any existing municipal utilities. 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 City, reimburse the City for all sums expended by the City in altering such municipal utilities, as requested, as determined in the sole discretion of the City.
11. The Owner shall provide, if requested by the City, as-built plans of the Sign within one (1) month of completion of its construction.
12. **Relocation** - If any highway or public place under, on or above which any part of the Sign is constructed is required for the installation of municipal utilities or other highway or public purposes such that the removal or relocation of the Sign or a portion of the Sign, is in the opinion of the City, required, the City may give the Owner notice and the Owner shall forthwith after receipt of such notice remove or relocate the Sign or the portion of the Sign affected, all at the sole expense of the Owner.
13. **City May Enter** - The City by its authorized agents or employees shall have the right at any and all times to enter into and upon the Encroachment Area for any purposes whatsoever.
14. **Indemnification** - The Owner shall indemnify and save harmless the City from and against all actions, proceedings, claims and demands by any person and shall reimburse the City 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 Sign.

15. **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.
16. **Insurance** - The Owner covenants and agrees with the City 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 \$2,000,000.00 per occurrence, all inclusive, and the insurance policy shall:
- (a) name the City 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 City;
  - (d) be maintained for a period ending twelve months after this Agreement is terminated; and
  - (e) not include any deductible amount greater than \$5,000.00 per occurrence.
17. **Copies of Policies** - The Owner shall provide the City with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy.
18. **Replacement Insurance** - In the event the Owner fails to maintain insurance as required by this Agreement, the City in its sole discretion may, after seven (7) days notice to the Owner, obtain such insurance in whole or in part. If the City obtains such insurance, the Owner shall reimburse the City for the cost of that insurance within fifteen (15) days of receiving written notice to do so from the City. If the Owner fails to reimburse the City as required, the City may use the Deposit for this purpose and require the Owner to forthwith replenish the Deposit to its original amount.
19. **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.

20. **Termination** - the Owner understands and agrees that the City 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 City, remove the Sign 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 satisfactory of the City.
21. **Removal of Fixtures and Chattels** - If the Owner fails to clear the Encroachment Area as required under this Agreement, the City and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area. The District 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 City by the Owner upon receipt by the Owner of the City's invoice for the deficiency.
22. **Release** - The Owner releases and forever discharges the City from all manner of claims of any nature whatsoever which may arise by reason of any act or omission of the City pursuant to this Agreement.
23. **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 Sign 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 Sign or by reason of the termination of the Agreement.
24. **Interest in Land** - This Agreement grants no interest in land in the Encroachment Area to the Owner.
25. **Waiver** - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
26. **Interpretation** - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural of feminine or the body politic or corporate as the context requires.
27. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.
28. **Enurement** - This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and assigns.

29. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decisions that it is invalid shall not affect the validity of the remainder of this Agreement.
30. **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 City. Prior to transferring, assigning, and giving or in any way alienating the Encroachment Area, the Owner shall advise the prospective transferee to become a party to this Agreement in the place of the Owner. Failure to cause the transferee to become a party to this Agreement shall cause immediate termination of this Agreement.
31. **Entire Agreement** - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representatives and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
32. **Time of Essence** - Time is of the essence of this Agreement.
33. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

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

The **CITY OF COURTENAY** by its authorized )  
signatories: )

\_\_\_\_\_) )  
Mayor )

(c/s)

\_\_\_\_\_) )  
Clerk )

The Corporation seal of )  
\_\_\_\_\_ )

(c/s)

was hereunto affixed in the presence of: )  
)  
)

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

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

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

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

Name

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

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

**SCHEDULE “C”**

(Encroachment Area)