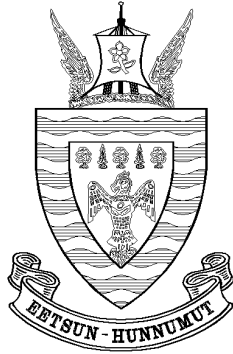


DISTRICT OF NORTH SAANICH



BYLAW NO. 1489

CONSOLIDATED FOR CONVENIENCE ONLY

SIGN BYLAW

The amending by-laws which have been consolidated into "District of North Saanich Sign Bylaw No. 1489, (2020) are as follows:

1517

as of February 2021

This consolidation of the District of North Saanich Sign Bylaw No. 1489 (2020) and amendments have been prepared exclusively for the use by the *District* of North Saanich for convenience only.

The *District* of North Saanich does not represent that this consolidation is accurate or complete and anyone using this material should confirm its content by reference to the original By-laws.



DISTRICT OF NORTH SAANICH

BYLAW NO. 1489

A BYLAW TO REGULATE SIGNAGE WITHIN THE DISTRICT OF NORTH SAANICH

Under its statutory powers, including sections 8 (3) (b) & (h), 16, 17, 62, 64, 260 to 263 of the *Community Charter* and section 526 of the *Local Government Act*, the Council of the District of North Saanich, in open meeting assembled, enacts the following provisions:

CITATION

1. This Bylaw may be known and cited for all purposes as “District of North Saanich Sign Bylaw No. 1489 (2020)”.
2. Sign Bylaw No. 673, 2011 is hereby repealed as of the date of adoption of this Bylaw.

SECTION 1: DEFINITIONS

In this bylaw:

Abandoned Sign means a Sign which is located on property which becomes vacant and unoccupied for a period of three months or more, or any Sign which pertains to a time, event or purpose which no longer applies. Permanent Signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of six months or more.

Billboard Sign means a Sign which directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the lot on which the Sign is located.

Boulevard means that portion of a highway between the portion of the highway travelled by motor vehicles and the adjoining property line.

Canopy means any permanently fixed structure, supported solely from a building which projects from the face of the building and is used or intended to be used for the purpose of affording protection or shelter from the weather.

Canopy Sign means a Sign which is painted on or affixed to the exterior surface of a Canopy, but does not include a Projecting Sign or Roof Sign.

Construction Sign means a Temporary Sign erected by an individual or a firm on premises undergoing construction or a property undergoing subdivision, for which the Sign user is advertising or furnishing such items as labour, services, materials or financing.

Council means the Municipal Council of the District of North Saanich.

Direction Sign means a Sign used to guide the public to the location of an amenity or business.

Director means the Director of Planning and Community Services or their designate.

District means the District of North Saanich.

Election Sign means a Sign indicating that an election or referendum is to be, or is being carried out, including candidate or party names and messages relating to the election or referendum.

Electronic Message Sign means an illuminated Sign which exhibits changing images or moving effects, or a Sign with letters or symbols that move without human intervention.

Free-Standing Sign means a Sign supported on a structure which is independent of any building or other structure.

Home Occupation Sign means a type of Wall (Fascia) Sign, Free-Standing Sign or Projecting Sign advertising a licensed business or not-for-profit organization being carried out in a dwelling unit.

Memorial means an object which serves as a focus for the memory or the commemoration of something, usually an influential, deceased person or a historical, tragic event. Popular forms of memorials include landmark object or works of art such as sculptures, statues or fountains.

Moving Sign means a Sign which by the use of lights, mounting, rotation or otherwise moves or presents the appearance of movement.

Mural means an artistic rendering or drawing painted or otherwise applied to a building face which is intended as a non-commercial public display of a communal or historic nature, but does not include a Wall (Fascia) Sign.

On-site Development Marketing Sign means a Sign placed at an ongoing subdivision and advertising the sale of lots or units.

Open House Signs are Signs advertising an event related to a real estate sale.

Portable Sign means a Sign that is not permanently affixed to a building or base and thus can be readily carried or transported manually, but excludes Sandwich Board Signs, Real Estate Signs, Temporary Signs and Open House Signs.

Projecting Sign means a Sign which projects more than 0.3 metres (0.98 feet) from the building to which it is attached and at right angles to the building face.

Real Estate Sign means a Sign indicating that all or part of the premise on which it is located is for sale, rent or lease.

Roadside Stand means a stand on a farm premises from which agricultural produce is sold.

Roadside Stand Sign means a Sign on or attached to a Roadside Stand.

Roof Sign means any Sign erected on or above a roof or parapet of a building.

Sandwich Board Sign means a Free-Standing Sign consisting of two boards that are hinged on their upper edges.

Sign means a visual representation of a symbol, letter, numeral, figure, word, picture, illustration, announcement, direction, logo, or other attention drawing device, which advertises, identifies, or communicates information or attracts the attention of the public for any purpose.

Sign Face means the area of a Sign where graphics or text are placed. In respect to maximum Sign area requirements, area will be based on the dimensions of the size regardless of the number of sides.

Sponsorship Sign means a Sign displaying the logo or name of a business that has supported a community event or facility.

Temporary Sign means any Sign that is displayed or intended to be displayed for a limited period of time, in no case exceeding four (4) months within a calendar year advertising the construction, lease, subdivision, design, or sale of the property at which the Sign is located.

Traffic Control Device means a sign, signal, line, meter, marking, space, barrier or device, placed or erected by authority of the minister responsible for the administration of the *Transportation Act* or the Council or a person authorized by any of them to exercise that authority for the purposes of controlling or directing traffic;

Wall (Fascia) Sign means a Sign which does not project more than 0.3 m from the building face to which it is attached, but does not include a Mural.

Window Area means the area of glass, including mullions of 12.7 centimetres (5 inches) or less, of a single window unit, set between structural materials.

Window Sign means a Sign affixed to a window in view of the general public from the exterior.

Zoning Bylaw means the District of North Saanich Zoning Bylaw No. 1255, as amended or replaced from time to time.

SECTION 2: PROHIBITIONS

2.1 The following Signs shall not be permitted:

- a) Billboard Signs;
- b) Moving Signs;
- c) Roof Signs;
- d) Illuminated Home Occupation Signs; and
- e) Portable Signs.

2.2 Save as provided in this Bylaw, no Sign shall be placed or painted on any fence or hoarding erected in connection with the construction, alteration or demolition of a building.

2.3 No person shall affix any Sign, whether permanently or temporarily, to any tree or utility pole.

2.4 No Sign shall be constructed or placed in a position which is likely to block, obstruct, or interfere with traffic of any kind, including pedestrians, or with Traffic Control Devices.

2.5 No Sign may be attached to, nor obstruct, the free use of any fire escape.

2.6 Signs may not be located in such a position as to be dangerous or a public nuisance, nor may a Sign display messages which are offensive, discriminatory or obscene in nature.

2.7 No Portable Sign will be approved for relocation to multiple properties or positions. Rather, a proponent may apply for a Temporary Sign, to be approved based on placement in a specific location for a specified length of time.

2.8 Abandoned Signs are not permitted and shall be removed within fifteen (15) days from the receipt of written notice by the Director. In the event that the Sign(s) is (are) not removed within this time period, the District may enter upon or into the property, building or premise and carry out the removal of the Sign(s) at the cost of the owner.

2.9 No Electronic Message Signs are permitted on any property other than Lot 1, Section 4, Range 2 East, North Saanich District, Plan 29757 (1885 Forest Park Drive); as well as Lot 1, Section 15, Range 2 East, North Saanich District, Plan VIP87569 (10400 McDonald Park Road).

2.10 No Sign shall be double-sided unless it has parallel faces not more than 0.3 metres (0.98 feet) apart.

2.11 No Sign shall have more than two Sign Faces.

SECTION 3: EXEMPTIONS

- 3.1** Nothing in this Bylaw shall apply to or affect the placing, erecting or operation of any Traffic Control Device.
- 3.2** The following Signs shall be permitted within all zones and shall be exempt from the requirement to obtain a permit, provided however that all other provisions of this Bylaw are met:
- a) Signs erected by the District for any municipal purpose;
 - b) Signs erected in accordance with a development permit, a development variance permit, or any other bylaw of the District which requires a Sign to be erected.
 - c) Traffic Control Devices;
 - d) One unlighted Sign of not more than 0.14 m² (1.5 ft²) containing only the words “entrance” or “exit”, at each entrance or exit from an off-street parking lot;
 - e) One temporary unlighted Construction Sign erected in accordance with Section 5.4 of not more than 0.56 m² (6.03 ft²) in area, provided that such Sign is removed at the time of final inspection of the related building or structure by the Building Inspector;
 - f) One temporary unlighted On-site Development Marketing Sign erected in accordance with Section 5.9 of not more than 9.3 m² (100 ft²) in area, provided that such Sign is removed upon the sale of 90% of lots in the related subdivision;
 - g) Unlighted Window Signs which do not exceed twenty-five percent (25%) of the Window Area;
 - h) Any Sign, other than a Window Sign, displayed within a business or a religious, charitable or educational institution, and having to do with the business, enterprise or service carried on in such place;
 - i) One Sign of not more than 0.186 m² (2 ft²) located on a parcel of land or attached to a dwelling unit which displays the name(s) of the person(s) residing in the dwelling and/or the street number of the property, and may be illuminated but may not emit flashing light;
 - j) Temporary unlighted Real Estate Signs erected in accordance with Section 5.1;
 - k) Temporary unlighted Election Signs erected in accordance with Section 5.3;
 - l) Normal maintenance of a Sign, including replacement of display messages, lighting or refurbishing of Signs;
 - m) Signs up to 0.56 m² (6 ft²) in area which serve to advise of the following: no trespassing; beware of dog; no discharge of firearms; and/or the presence of danger;
 - n) Signs advertising a garage sale, unless displayed for more than two days prior to the garage sale and for more than one day following the garage sale;
 - o) Any unlighted Roadside Stand Signs, provided that they are physically attached to the stand and that the total Sign area does not exceed 3.0 m² (32.3 ft²); and
 - p) Sponsorship Signs placed at community fields or facilities, with the exception of Free-Standing Signs which require a permit.

- 3.3** No Sign, or construction in connection therewith, shall be placed or maintained on, within or above any highway or municipal property, except:
- a) A Direction Sign required to facilitate traffic safety, or any other Sign placed by a government authority; and
 - b) A temporary unlighted Election Sign as permitted in Section 5.3.
- 3.4** Signs which were in place as of the date of the adoption of this Bylaw shall be classified as non-conforming and may continue to exist, however they cannot be replaced or moved without conforming to the requirements of this Bylaw.
- 3.5** The provisions of this section shall not apply to any notices exhibited by the authority of the Government of Canada, the Government of the Province of British Columbia, or any Municipal authority.

SECTION 4: PROCEDURES

The following procedures shall apply to Sign permit applications unless otherwise exempted by Section 3 of this bylaw:

- 4.1** No person shall erect, construct or alter any Sign in the District without first obtaining a permit as provided in this Bylaw, and no person shall maintain or suffer any such Sign to remain on or affixed to the lands or premises of which that person is the owner or occupier unless that person is the holder of a valid and subsisting permit in respect of the said Sign pursuant to this Bylaw.
- 4.2** Every applicant for a Sign permit shall submit to the Director an application in writing. The application shall be accompanied by plans and specifications as required by the Director showing:
- a) The dimensions and weight of the Sign and supporting structure;
 - b) The overall height of the Sign and the amount of clearance beneath it, both measured from finished grade;
 - c) A site plan indicating the proposed location of the Sign in relation to the boundaries of the lot upon which it is to be situated;
 - d) The proposed location of the Sign in relation to the face of the buildings upon which it is to be affixed;
 - e) If the Sign is to be illuminated, the colors to be used; and
 - f) The estimated market value of the Sign.
- 4.3** Every applicant for a Sign permit shall pay to the District at the time of such application fees according to the Fees and Charges Bylaw No. 1471 as amended from time to time
- 4.4** A permit shall expire if active work has not commenced within a period of six (6) months from the date of issuance of the permit.
- 4.5** The Director may refuse to issue a permit for a Sign in any of the following circumstances:

- (a) The display of such Signs is not permitted by this Bylaw or the Zoning Bylaw;
 - (b) A complete permit application has not been received by the District;
 - (c) The fees, evidence of insurance coverage and damage deposit, if required, have not been received by the District;
 - (d) A technical review of the building or structure to which the Sign is, or is to be attached by the District Building Official determines it is incapable of supporting the Sign; or
 - (e) The information submitted regarding the construction of a building or structure is insufficient to enable the District Building Official to adequately determine the capacity of such building or structure to support the Sign.
- 4.6** The Director may refuse a permit for any Sign where the Director is not satisfied that any of the provisions of this Bylaw have not been met or that the proposal, if implemented, would present a substantial risk to public safety or convenience, and if refusing on this basis must notify in writing the reasons for refusal to the applicant. The notice may include measures that would address the concerns of the Director so that a permit may be issued.
- 4.7** The Director may require, as a condition of the issuance of any permit, that all drawings and specifications, or any part thereof, be prepared and sealed by, and the construction carried out under the supervision of, a Professional Engineer licensed to practice in the Province of British Columbia who undertakes to supervise the work authorized by such permit or any part thereof.

SECTION 5: SIGNS PERMITTED IN ALL ZONES

The following regulations pertain to Sign types in any zone.

5.1 Real Estate Signs

A temporary, unlighted Real Estate Sign pertaining to the sale, lease, hire or rental of the property it is displayed on may be placed without a permit, but in accordance with the following:

- a) the Sign Face is no larger than 0.56 m² (6.03 ft²);
- b) the Real Estate Sign is located not nearer than 3.05 m (10 ft) from adjoining premises, nor within 1.55 m (5.08 ft) of a highway; and
- c) no more than one Real Estate Sign may be placed per street frontage.

5.2 Direction Signs

The requirements of this bylaw do not apply to Direction Signs except that the design and location of a Direction Sign must be approved by the Director.

5.3 Election Signs

Election Signs are permitted provided that:

- a) Signs promoting a candidate shall not be posted until the candidate has filed his or her nomination papers with the Chief Election Officer;
- b) Must not exceed an area of 1.5 m² (16 ft²);
- c) Must not exceed a height of 1.53 metres (5.02 feet);
- d) Must not be illuminated;
- e) Election Signs may only be erected in the following locations:
 - i) on private property with the permission of the owner;
 - ii) on the municipal Boulevard fronting private property, but only with the permission of the owner in front of whose private property the Sign is placed;
- f) Notwithstanding (e) above, no Sign may be placed in a location which may create a safety hazard to pedestrians or vehicles;
- g) All Election Signs shall be removed within three days after the date of the election, plebiscite or referendum or other event in respect of which the same were placed or erected.

5.4 Construction Signs are permitted provided that:

- a) A permit is required only for Construction Signs larger than 0.56 m² per face, or where more than one Construction Sign per lot is desired;
- b) Construction Signs may be erected from the time of the initial Building Permit approval and must be removed upon final inspection of the building or structure by the Building Inspector.

5.5 Sandwich Board Signs are permitted provided that:

- a) Only one (1) Sandwich Board Sign is permitted per business.
- b) A Sandwich Board Sign shall be displayed only during the business operating hours;
- c) A Sign permit for Sandwich Board Signs must be renewed annually;
- d) The maximum Sign area shall not exceed 1.2 m² (12.9 ft²) per Sign Face, and the maximum height shall not exceed 1.2 m (3.9 ft);
- e) Subject to subsection (f), a Sandwich Board Sign shall be located entirely on or within the property or parcel and in front of the building or premise to which the Sign pertains;
- f) The Sign must not be placed on public property unless covered by an approved license agreement complete with \$5,000,000 Commercial General Liability Insurance naming the District as an additional insured, in accordance with Schedule A of this Bylaw; and
- g) The Sign shall not interfere with pedestrian or vehicular movement.

5.6 Temporary Signs

No Temporary Sign, other than those specifically permitted, shall be displayed within the District except Signs announcing the date of an event or function of a social, charitable or religious nature; provided that the permission of the Director must be obtained to erect such Signs upon or over public property and provided

further that such Signs shall not be erected or posted for a period of more than two weeks prior to the date of the event or function and shall be removed within three days thereafter.

5.7 Murals

A Mural may be created only upon approval of the Council of the District of North Saanich.

5.8 Sponsorship Signs

Sponsorship Signs may be placed in municipal parks in accordance with Council policy.

5.9 On-site Development Marketing Signs

On-Site Development Marketing Signs placed in new subdivisions may be erected from the time of initial Subdivision Permit approval and may remain until the sale of 90% of the lots in the subdivision.

5.10 Open House Signs

An Open House Sign may be placed on municipal Boulevards for the day of the open house event only.

SECTION 6: SIGNS PERMITTED IN NON-RESIDENTIAL ZONES

The following regulations pertain to signage erected in any Industrial, Commercial, Exhibition, Institutional, or Marine Zone, as designated by the Zoning Bylaw.

6.1 Free-Standing Signs

- a) No Free-Standing Sign may be placed closer than 1.5 m to an interior property line, nor closer than 0.5 m to a property line abutting a highway;
- b) Where a Free-Standing Sign projects over a vehicular traffic area, such as a driveway or parking lot aisle, the minimum clearance between the bottom of the Sign and the ground shall be 2.2 m;
- c) No Free-Standing Sign shall exceed 4.5 m in height, with the exception of a Free-Standing Sign in the C-5 zone which shall not exceed 9.15 m;
- d) No more than one Free-Standing Sign, not exceeding 4.65 m² (50 ft²), may be exhibited along any singular frontage of one property. Where frontage exceeds 30 metres, an additional Free-Standing Sign may be placed along that same frontage for each additional 30 m of frontage, provided it is located a minimum of 4 m from any other Free-Standing Sign and that the total area of the Signs does not exceed the Free-Standing Sign area maximums under Sec 6.1.f);
- e) An additional Free-Standing Sign may be permitted on the waterside of waterfront properties zoned as Marine M-1 to M-4 inclusive, without contributing to the Free-Standing Sign area maximum under Sec 6.1.f); and

- f) Where a property is of adequate frontage to provide for multiple Signs under Sec 6.1.d), they may be combined into one larger Free-Standing Sign along that frontage, provided the following Free-Standing Sign area maximums are not exceeded:

Properties under two acres (8094 m²): 9.3 m² (100 ft²)

Properties of two acres (8094 m²) or larger: 13.95 m² (150 ft²)

Properties within the C-5 zone: 18 m² (194 ft²)

6.2 Wall (Fascia) Signs are permitted provided that:

- a) The area of a Wall (Fascia) Sign shall not exceed 25% of the area of either the overall building face or commercial retail unit to which it is attached;
- b) The Wall (Fascia) Sign shall not extend vertically above the roof line, nor horizontally beyond the edge, of the building face or commercial retail unit to which it is attached;
- c) Wall (Fascia) Signs may only be affixed to those walls of a building that face directly onto a highway; and
- d) Wall (Fascia) Signs are not permitted on lots where a Canopy Sign already exists.

6.3 Canopy Signs are permitted provided that:

- a) Sign area shall be limited by the vertical and horizontal dimensions of the canopy;
- b) A Canopy Sign must not project within 0.3 metres (0.9 ft), measured horizontally, from any curb line of a highway, or where there is no curb, from the edge of the portion of the highway travelled by motor vehicles;
- c) Clearance from the ground to the bottom edge of the canopy shall not be less than 2.7 metres;
- d) Canopy Signs may be illuminated;
- e) Canopy Signs are not permitted on lots where a Wall (Fascia) Sign already exists;
- f) Canopies on commercial retail buildings with multiple units must be placed at consistent elevations relative to each other.

6.4 Projecting Signs are permitted provided that:

- a) No more than one Projecting Sign shall be permitted for each business;
- b) The area of a Sign Face of a Projecting Sign shall not exceed 3 m² (32 ft²);
- c) A Projecting Sign must have a minimum clearance of 2.7 m from the ground;
- d) A Projecting Sign may not project more than 2 m (6.6 ft) horizontally from the exterior wall of the building face to which it is attached; and
- e) No part of a Projecting Sign shall be within 0.6 m (2 ft) of a curb line, measured horizontally.

6.5 Window Signs are permitted provided that:

The total area of the Sign Face of a Window Sign shall not exceed 25% of the total Window Area on the building face that the windows are a part of.

6.6 Bulletin Boards

One bulletin board of not more than 3.0 m² (32.29 ft²) may be exhibited or displayed for each church, school, library, golf course, park, community centre, hospital, charitable, religious or educational institution, provided that the bulletin board is erected on property owned or occupied by the aforementioned use. This Sign is permitted in addition to any Sign area maximum under Section 6.1.

SECTION 7: SIGNS PERMITTED IN RESIDENTIAL ZONES

The following regulations pertain to signage erected in any Single Family Residential, Multiple Family Residential, Rural Agricultural, or Comprehensive Development Zone, as designated by the Zoning Bylaw.

7.1 No Sign may be placed on any property situated in the above-noted zones, except in accordance with the following allowances.

7.2 Major Agricultural Signs

Properties which have British Columbia Assessment Authority farm status and/or are farms in the Agricultural Land Reserve may erect the following:

- a) One Sign may be allowed per street fronting the property up to a maximum of two Signs.
- b) The maximum Sign area shall be 1.86 m² (20.02 ft²) for each Sign Face, with no more than two faces, and a maximum Sign height of 1.53 m (5 ft).
- c) Seasonal farm signage may be permitted (up to 11 months per year) with a maximum Sign Face area of up to 0.56 m² (6.02 ft²) per face, with no more than two faces, and a maximum height of 1.53 m (5 ft).
- d) Signage may not be illuminated.

7.3 Minor Agricultural Signs

Properties with farm activities in a Rural Agricultural zone, which are not located in the Agricultural Land Reserve nor having British Columbia Assessment Authority farm status, may erect the following:

- a) One Sign may be allowed per property.
- b) The maximum Sign area shall be 0.56 m² (6.02 ft²) per face, with no more than two faces, to a maximum height of 1.53 m (5 feet).
- c) Signage may not be illuminated.

7.4 Home Occupation Signs

A Home Occupation Sign may only be placed on a property where an approved home occupation is being carried out, provided it conforms to the following standards:

- a) The area of the Sign Face shall not exceed 0.2 square metres (2.2 square feet);
- b) The Home Occupation Sign may be a free-standing, projecting, window, or Wall (Fascia) Sign, but may not be illuminated;
- c) If free-standing, no part of the Home Occupation Sign shall exceed a height of 2.4 metres (7.9 feet) from the ground directly underneath;
- d) No Home Occupation Sign shall be located on a building wall facing an interior side or rear property line;
- e) No more than one Home Occupation Sign per property; and
- f) The home occupation may instead advertise on a Sandwich Board Sign, in accordance with Section 5.5.

SECTION 8: STRUCTURAL & MAINTENANCE

- 8.1 All Signs and the supports and fastenings thereof shall be maintained at all times in a safe condition. If any Sign is found to be in an unsafe condition or is placed or erected in contravention of the Bylaw, the Director shall order the owner of the Sign or the owner or occupier of the premises on which it is placed or erected to correct the condition of the Sign or to remove the same and the owner shall forthwith comply with such order.
- 8.2 With the exception of temporary unlighted Election Signs, all Signs shall have the Sign owner's name and contact information visibly displayed on the exterior of the Sign.
- 8.3 No Sign shall be attached to any building unless the supporting structures and attachments for same are sufficiently safe to control, support and anchor the Sign.
- 8.4 Every Sign and the immediate surrounding premises shall be maintained by the owner or occupant in a clean, sanitary and inoffensive condition and free and clear of all obnoxious substances, rubbish and weeds.
- 8.5 All metallic supporting parts of a Sign shall be constructed of a corrosion-resistant material.

SECTION 9: PENALTIES

- 9.1 The Director or the Director's designate may, after taking reasonable steps to advise an owner or occupier, enter any land or premises at all reasonable times in order to ascertain whether or not the provisions of this Bylaw are being observed, and no person shall obstruct or seek to obstruct their entrance into any land or premises while they are engaged in the lawful execution of their duties.
- 9.2 The Director may give written notice by registered mail to the owner or person in charge of the premises to repair or remove any Sign not installed and/or maintained in accordance with the provisions of this Bylaw. Should the owner or person in charge of the lands or premises upon which any such Sign is situated not comply with the notice to repair or remove such Sign within fifteen (15) days of said notice,

the Director is empowered to remove the Sign or Signs at the expense of the owner and/or apply the appropriate penalties.

- BL 1517*
- 9.3** A Sign removed by the District shall be impounded for a period of thirty (30) days, at which point, if the Sign remains unclaimed, it will be disposed of by sale, auction or demolition with all proceeds being retained by the District. To reclaim a Sign within the impoundment period, the owner shall obtain and pay for a permit issued in accordance with the Fees and Charges Bylaw No.1471 as amended from time to time, including a penalty of twice the normal permit fee, and reimburse the District for all expenses incurred in the removal before the Sign will be released.
- 9.4** The District shall not be responsible for any damage to any Sign or to any building or property as a result of the removal of such Sign.
- 9.5** The District, by its employees or agents, may remove and impound any Sign that is unlawfully occupying a portion of a highway or public space.
- 9.6** Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation 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, is guilty of an offence against this bylaw and liable to the penalties hereby imposed.
- 9.7** Each day that a violation continues to exist shall constitute a separate offence.
- 9.8** Every person who commits an offence against this bylaw is liable upon conviction to a fine of not more than \$10,000.00 and not less than \$100.00 for each offence.
- 9.9** Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitute for, any other penalty or remedy imposed pursuant to any other applicable statute, law, or legislation.

SECTION 10: SEVERABILITY

- 10.1** If a court of competent jurisdiction should declare any section or part of a section of this bylaw to be invalid, such declaration shall not affect the validity of the remainder of this bylaw all of which shall remain valid and in force.

SECTION 11: REPEAL

- 11.1** Bylaw No. 673 and all amendments are hereby repealed.

READ A FIRST TIME the 24th day of February, 2020.

READ A SECOND TIME the 24th day of February, 2020.

AMENDED the 1st day of June, 2020.

READ A THIRD TIME the 1st day of June, 2020.

ADOPTED, pursuant to Ministerial Order No. M139 the 1st day of June, 2020.

Geoff Orr

MAYOR

Curt Kingsley

CORPORATE OFFICER

Schedule A

DISTRICT OF NORTH SAANICH LICENSE AGREEMENT - SANDWICH BOARD SIGN
The District of North Saanich grants to the undersigned Licensee the right, revocable at will by the District on twenty-four hours' notice, to place, during business hours only, one Sandwich Board Sign not more than 1.2 m² (12.9 ft²) per Sign Face in area nor more than 1.2 m (3.9 ft) in height on that portion of the highway immediately abutting the building, premise or parcel at _____ in the District of North Saanich.

The Licensee hereby agrees:

1. To place the Sandwich Board Sign in front of the business to which the Sign pertains, at least 0.31 m (1.0 ft) from the curb, to allow a minimum 1.8 m (6.0 ft) wide unobstructed pedestrian corridor between the Sign and adjacent highway appurtenance, landscaping feature, building or any other structure and so as to minimize disruption of and danger to pedestrians using the sidewalk or walkway on which the Sign is situated;
2. To weight, design and construct the Sign sufficiently to prevent it being moved by wind;
3. To remove the Sandwich Board Sign and refrain from placing it on the highway upon being directed in writing to do so by the Director of Planning and Community Services, Building Inspectors or Bylaw Enforcement Officers;
4. To indemnify and save harmless the District, its officers, employees and elected and appointed officials, from and against all actions, proceedings, claims and demands by any person and to reimburse the District for all damages and expenses caused or contributed to by the negligence or other fault of the Licensee, its servants or agents in respect of anything done pursuant or ostensibly to by the placement of the Sandwich Board Sign on the highway;
5. To purchase and maintain in place a policy of commercial general liability insurance in the amount of at least five million dollars (Can.), insuring the Licensee and the District as an additional insured in respect of claims for personal injury and death and property damage that is directly or indirectly caused by or attributable to the placement of a Sandwich Board Sign under this license, and to provide a copy of such policy to the District prior to erecting said Sign within the District road right-of-way (highway); and
6. To obtain a Sign Permit for the Sandwich Board Sign.

Signed for the District of North Saanich

Date:

Licensee Signature

Date:

Please Print Name and Address (of Licensee)