

Bylaw No. 586, 1998, consolidated for convenience with amendment Bylaw No. 680. 2004.

THE CORPORATION OF THE VILLAGE OF KEREMEOS

BYLAW NO. 586, 1998

Being a bylaw to regulate signage in the municipality

WHEREAS, pursuant to Section 908 of the *Municipal Act*, Municipal Council may, by bylaw, regulate signage.

NOW THEREFORE Municipal Council of the Corporation of the Village of Keremeos, in open meeting assembled, enacts as follows:

1. **CITATION**

This bylaw may be cited for all purposes as "Sign and Canopy Regulation Bylaw No. 586, 1998.

2. **DEFINITIONS**

BILLBOARD SIGN means any free standing sign exceeding 5.95 sq. m. (64 sq. ft.).

BUILDING INSPECTOR means the person appointed or employed by Council to administer and enforce the building bylaw and this bylaw.

CANOPY means a shelter which is supported from the exterior wall of a building and which may be retracted, folded or collapsed against the face of the supporting building; or a rigid, roof-like structure, which may be either free standing or attached to a building.

COUNCIL means the Municipal Council of the Corporation of the Village of Keremeos.

FACIA SIGNS means a flat sign attached to or painted on a building.

FLASHING SIGN means any illuminated sign which is operated by either varying the intensity or colour of the light.

FREE STANDING SIGN means a sign not attached to a building or other structure, but which is supported entirely by its attachment to the ground.

HIGHWAY means all public streets, roads, ways, trails, lanes, and any other public way.

ILLUMINATED SIGN means a sign which contains fluorescent tubes, or lights, designed to illuminate the sign.

MUNICIPALITY means the Corporation of the Village of Keremeos.

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NEON TUBE SIGN means a sign the lettering of which is made from neon tubes.

OWNER shall have the meaning assigned to it by the *Municipal Act* and shall refer to the owner of property on which a sign is placed or attached. Owner shall also include the owner of a sign who is a tenant of a property on which a sign is placed or attached.

PROJECTING SIGN means a sign which projects outward from its supporting structure on a building.

ROOF SIGN means a sign placed or erected on or above the roof of a building, or painted or marked on the roof of a building; but does not include a sign incorporated into the fascia design of a roof line, or a sign incorporated into the roof line of a false fronted building.

SANDWICH BOARD SIGN means a sign which is not permanently attached to the ground or building.

SATELLITE DISH means a telecommunications device, located outside a building, which is intended to receive or transmit signals to or from one or more satellites.

SIGN means any visible object or thing intended for the purpose of advertising or calling attention to any person, business, occupation, matter, thing or building, and includes overhead street banners, service club and business directories.

STREET LINE means a line dividing a street or highway from a parcel of land.

THIRD PARTY SIGN means a sign which directs attention to a business, commodity, service or entertainment that is conducted, sold or offered elsewhere than on the premises on which the sign is located.

WINDOW SIGN means a sign affixed to a window in the view of the general public.

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3. **GENERAL REGULATIONS**

- (a) No person shall erect, construct, locate, relocate, alter, reconstruct, move, paint or repaint, place or maintain any sign or canopy contrary to the provisions of this bylaw.
- (b) No person shall erect, construct, enlarge, alter or reconstruct any sign or canopy without first obtaining a permit to do so.
- (c) Signage for properties designated in the Official Community Plan as "Development Permit Areas", and for which a development permit has been issued, or is required, must comply with the development permit.
- (d) Notwithstanding the provisions of this bylaw, any sign or canopy which was in place prior to the registration of this bylaw shall be considered to conform to the provisions of this bylaw, unless the sign is on, or encroaching on, municipal property. However, alterations or modifications to such signs shall conform to the provisions of this bylaw.

4. **PROHIBITED SIGNS** (as amended by Bylaw No.680, 2004)

The following signs are prohibited in the municipality:

- Roof signs;
- Third party signs;
- Flashing signs;
- Billboard signs; and
- signs or advertising on satellite dishes, except for a logo or name of the manufacturer.

5. **PERMITTED SIGNS**

No signs, other than the following, shall be permitted in zones established under the municipal zoning bylaw:

(a) **Agricultural & Country Residential Zones (A & CR)**

One sign indicating the name of the farm, farm products for sale, or occupant, not exceeding 1.12 sq. m. (12 sq. ft). The sign may be a fascia sign, window sign, projecting sign, or free standing sign.

One additional sign is permitted for both home occupation or bed and breakfast use not exceeding .6 sq. m. (6.45 sq. ft).

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(b) **Residential Zones (R1, R2, R3, R4, RD, RM1)**

One sign indicating the name of the occupant not exceeding .6 sq. m. (6.45 sq. ft.) which may be a facia sign, window sign, projecting sign or a free standing sign.

In the R4 (Mobile Home Park Residential) and RM1 (Multi-Family Residential) Zones one sign indicating the name of the building or complex, not exceeding 1.12 sq. m. (12 sq. ft.) in area is permitted, which may be a facia sign, window sign, projecting sign or a free standing sign.

One additional sign is permitted per residence for both home occupation or bed and breakfast use not exceeding 6 sq. m. (6.45 sq. ft.).

(c) **Commercial (C1 and C2) and Industrial (M1 & M2) Zones**
(as amended by Bylaw No.680, 2004)

The following types of signage are permitted in any Commercial or Industrial Zone:

- facia signs;
- window signs;
- street address signs;
- building name signs or plaques;
- business directory signs;
- projecting signs;
- canopy sign;
- neon tube sign;
- one free standing sign not exceeding 2.33 sq. m. (25 sq. ft.);
- illuminated signs are permitted, but discouraged. Signs in keeping with the "Building Design Guidelines" in the Official Community Plan are encouraged.
- Sandwich Board Signs that are:
 - o anchored to the satisfaction of the Village of Keremeos, and that
 - o provide a clear pedestrian path of a minimum of 5ft(1.5m) on the road side of the sidewalk; and
 - o not exceeding 2 feet wide by 4 feet high (16 sq. ft. in total) in area.

Clarification Note: Schedule "B" "Encroachment Agreement" of the existing sign bylaw will be required where the sandwich board encroaches, or is placed on Village Property, as per the existing policy for signs.

The maximum allowable size of sign is determined by a ratio formula of linear frontage of building to surface area of sign.

Ratio formula for facia signs: .3:1

Ratio formula for projecting signs: 12:1

(Imperial equivalents: 1:1 for facia signs, 4:1 for projecting

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signs.)

Examples of how to calculate these ratio formulas are shown on Plate 13 of the Building Design Guidelines in Official Community Plan Bylaw No. 522, 1995.

(d) **Public Institution (P1) and Parks and Recreation (P2) Zones**

The following types of signage are permitted in the Public Institution Zone:

- facia signs;
- window signs;
- street address signs;
- building name signs or plaques;
- business directory signs;
- projecting signs;
- canopy signs; and
- one free standing sign not exceeding 2.33 sq. m. (25 sq. ft.)
- illuminated signs are permitted, but discouraged. Signs in keeping with the "Building Design Guidelines" in the Official Community Plan are encouraged.

The maximum allowable size of sign is determined by a ratio formula of linear frontage of building to surface area of sign.

Ratio formula for facia signs: .3:1

Ratio formula for projecting signs: 12:1

(Imperial equivalents: 1:1 for facia signs, 4:1 for projecting signs.)

6. **EXCLUSIONS**

The following types of sign shall not require a sign permit:

- (a) residential signs indicating only the name of the occupant.
- (b) facia signs indicating only the name or year of construction of the building or structure, if not over 0.38 sq. m. (4 sq. ft.) in area;
- (c) signs advertising the sale or rent of a lot or property, if not over 1.49 sq. m. (16 sq. ft.) in area, and not located on or projecting over any highway.
- (d) the repainting or repairing of an approved sign;
- (e) removal of a sign;
- (f) any sign displayed pursuant to provincial statutes;

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(g) heritage designation plaques.

7. **ENFORCEMENT**

The officials charged with the administration and enforcement of this bylaw are the Building Inspector and Bylaw Enforcement Officer.

8. **APPLICATION AND FEES**

- (a) Applications for a permit to erect a sign or canopy shall be made in writing to the Building Inspector on the form attached to this bylaw as Schedule "C", and shall be accompanied by: scale drawings of the sign, (Building Inspector may require engineers certification of design, see section 16); a scale plan showing the sign location; a copy of the approved development permit (if applicable); and the permit fee set out in Schedule "A" of this bylaw.
- (b) In the case of a sign or canopy which extends over the street line, an encroachment agreement shall be included with the permit application and shall include: a waiver of liability in the form attached to this Bylaw as Schedule "B"; proof of liability insurance; and encroachment agreement fee.
- (c) If the work of erecting a sign or canopy has been commenced prior to a permit being obtained, and if the sign otherwise meets the requirements of this bylaw, the fee payable for such permit shall be double the applicable rate set out in Schedule "A".

9. **APPROVAL**

When the Building Inspector is satisfied that the proposed sign or canopy:

- (a) Conforms with the requirements of this bylaw, and of other bylaws of the municipality applicable thereto; and
- (b) Municipal Council has entered into an encroachment agreement with the owner (if required);

the Building Inspector shall approve a permit for such sign or canopy.

10. **PERMIT EXPIRY**

Permits issued under the provisions of this bylaw shall expire ninety (90) days from the date of issuance if the work is incomplete.

11. **RESPONSIBILITY**

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Notwithstanding the issuance of a permit, the person to whom such a permit was issued shall be responsible for carrying out the work in accordance with the provisions of this bylaw and of all other bylaws of the municipality applicable thereto.

12. **INSPECTION OF WORK**

All work carried out pursuant to the provisions of this bylaw shall be subject to inspection by the Building Inspector. No work shall be enclosed or concealed until inspected by the Building Inspector. All stages of construction or removal shall be carried out to the satisfaction of the Building Inspector.

13. **ENCROACHMENT AGREEMENT**

No sign or canopy shall project over property owned or possessed by the municipality unless an "Encroachment Agreement" in the form of Schedule "B" attached to and forming part of this bylaw is first entered into with the municipality.

14. **CONDITION AND SAFETY OF SIGNS AND CANOPIES**

- (a) Every sign or canopy shall be maintained at all times in a safe condition, free from defect and shall not be in a deteriorated or unsightly condition. No sign shall obstruct the free use of any required opening, exit, or fire escape of any building.
- (b) No sign or canopy shall interfere with any traffic control device or be misleading or dangerous to traffic in any way whatsoever.
- (c) If a sign or canopy is in a dangerous, defective or unsightly condition, the Building Inspector shall give a written order to the owner of such sign requiring that the sign be put in a satisfactory condition or removed within a time limit set forth in such order.

15. **SIGN CLEARANCE**

- (a) The lowest part of all signs or canopies which project over a street shall be at least 2.44 meters (8 ft.) above such street and shall not extend beyond 0.61 metres (2 ft.) inside the curb line and perpendicular to it. If no curb line is established, the sign shall not project more than 0.92 metres (3 ft.) over the street line.
- (b) All signs or canopies, supports and cables thereof shall be at least 0.61 metres (2 ft.) from electric and telephone wires, provided that the Building Inspector may require a further separation if, in his opinion, the circumstances so warrant.
- (c) Every sign shall be so placed or erected so that the distance

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between such sign and the building or structure to which it is
attached shall be not more than 0.31 metres (1 ft.).

16. **SIGN CONSTRUCTION**

- (a) All turnbuckles, anchors, etc., used in the construction of or for the support of any sign shall be made of galvanized or corrosion resistant metal or other non-combustible and fire proof material.
- (b) All signs or canopies and supporting structures as defined in this bylaw shall be designed to withstand any and all potential loads from wind or other factors.
- (c) The Building Inspector may require that sign or canopy drawings be certified that the structure of the sign or canopy and its supports and fastenings are so designed as to be safe and secure by a B. C. Professional Engineer or Architect.

17. **DISCRETIONARY POWER**

- (a) Where, under the provisions of this Bylaw, the Building Inspector exercises a discretionary power, he shall at the same time inform the persons concerned that an appeal from this discretion may be made to Council, and that the decision of Council on any such appeal shall be final and binding on all parties concerned.
- (b) If, in the opinion of the Building Inspector, immediate action is necessary, he may exercise a discretionary power verbally. Upon doing so, he shall within a period of seventy-two (72) hours thereafter, confirm his verbal decision in writing to all parties concerned.

18. **HIGHWAY BANNERS**

Canvas and similar banner signs stretched across highways or other public property may be permitted for a period to be established by Council on a case-by-case basis, and must provide for a minimum clearance of 5.19 metres (17 feet) for vehicular traffic.

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19. **METRIC UNITS**

Metric units are used for all measurements in this Bylaw. The approximate imperial equivalent of those units are shown in brackets following each metric measurement. Imperial measurements are included for convenience only and do not form part of this Bylaw.

20. **PENALTIES**

Any person who violates the provisions of this bylaw is liable on summary conviction to a fine of not less than One Hundred Dollars (\$100.00) nor more than the maximum penalty provided under the *OFFENSE ACT*.

21. **REPEAL**

"Sign and Canopy Regulation By-Law No. 460, 1993" is hereby repealed.

READ a first time by Municipal Council the 8th day of September, 1998.

READ a second time by Municipal Council the 8th day of September, 1998.

READ a third time by Municipal Council the 8th day of September, 1998.

Adopted by Municipal Council on the 21st day of September, 1998.

MAYOR

CLERK

I hereby certify this to be a true and correct copy of "Sign and Canopy Regulation Bylaw No. 586, 1998 as adopted by Municipal Council on the 21st day of September, 1998.

CLERK

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SCHEDULE "A"

PERMIT FEES

Sign Permit Fee	\$1.00
Encroachment Agreement Fee	\$1.00

Village of Keremeos
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SCHEDULE "B"
ENCROACHMENT AGREEMENT

Made and entered into this _____ day of _____, 20____

BETWEEN:

(hereinafter called "the Owner")

THE FIRST PART

AND: THE CORPORATION OF THE VILLAGE OF KEREMEOS
Box 160
Keremeos, B. C.
VOX 1N0

(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS the party of the first part is the Owner or Tenant of:

in the Village of Keremeos and has requested the Municipality to grant him/her permission to construct, use or continue the use or existence of an encroachment appurtenant to the above described land, which request the Municipality has agreed to grant, subject to the provisions of all Municipal Bylaws and subject to the terms and conditions herein set forth:

NOW THIS AGREEMENT WITNESSETH:

ENCROACHMENT

1. That, in consideration of the premises and the covenants contained herein by the owner to be performed and observed, the Municipality doth (so far as it legally can, but not otherwise, and subject to the bylaws aforesaid), grant unto the owner permission to construct and maintain an encroachment comprising:

and adjoining the lands hereinbefore described and in accordance with the plan hereto attached, which said encroachment, including all excavation or other work now or hereafter performed in connection therewith, is hereinafter referred to in this agreement as "the said works".

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2. It is hereby understood, covenanted and agreed by and between the parties hereto that no provisions of these presents and no act or omission or finding of negligence, whether joint or several, as against the Municipality, in favour of any third party, shall operate to relieve, or be deemed to relieve, the owner in any manner whatsoever from any liability to the Municipality in the premises, or under these presents, or under the provisions of the *Municipal Act*, and amendments thereto.

FEE

3. The Owner covenants and agrees:
- (a) that I/we will pay to the Municipality the fee of One Dollar (\$1.00) upon the execution of this agreement;

SAVE HARMLESS

- (b) to save harmless the Municipality from any and all liability whatsoever arising out of the owner's encroachment upon, under or over the highways of the Municipality and the owner's construction of anything upon, under or over the highway or the owner's occupation or use of the highway or the ground below or the air above for the purpose of such encroachment. And the owner doth hereby charge his interest in the lands hereinbefore described in favour of the Municipality for the payment of all sums which may at any time hereafter be payable by the Municipality in respect of any claims, loss, damage or expense of whatsoever kind arising from the construction, maintenance or existence of the said work or from the permission hereby granted, and to answer any indemnity or payment provided in the said bylaws referred to herein, or under the terms of this agreement;

INSURANCE

- (c) and will, deposit with the Municipality a policy of public liability insurance with the minimum limits of liability insurance not less than two million dollars (\$2,000,000.) per occurrence as mentioned in (b) above and to name the Village of Keremeos as an additional named insured. Cancellation of such insurance will serve to immediately cancel this agreement and any right the owner derives hereunder;
- (d) that the Municipality's servants or agents shall have the right at any and all reasonable times of entering onto and upon the premises of the owner for the purpose of constructing, maintaining, inspecting or removing any public structure service or utility running underneath the sidewalk or in the vicinity of the said works;
- (e) that in the event of any alteration or change being rendered necessary by the construction, maintenance, use or removal of the said works to any meter, water service, sewer or other public

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works or utility in the vicinity of the hereinbefore described property, the owner will reimburse the Municipality for whatever sums may be incurred by the Municipality in making such alterations or changes as may be deemed necessary by the Municipal Engineer or Public Works Foreman;

DEFAULT

- (f) at all times to observe and perform the provisions of the bylaws of the Municipality, aforesaid, and amending bylaws, and this agreement shall be at all times subject thereto and in case the owner shall fail to comply with the provisions of the said bylaws, or any of them or of this agreement, all rights of the owner hereunder shall thereupon terminate and be at an end; but the Municipality, nevertheless, shall be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of whatsoever kind arising under this agreement, or from the permission hereby granted.

- 4. Provided however, that in the event of this agreement being registered as a charge against the lands above mentioned, none of the owner's covenants herein contained shall be person or binding upon the owner save or except during the owner's seizing of or ownership of any interest in the said lands, and with respect only to the portion of the said lands which the owner shall be seized or in which he shall have an interest; but that the said lands shall nevertheless, be and remain at all time charged therewith.

- 5. It is hereby understood and agreed between the parties hereto that this agreement shall not in any way operate to restrict the right of the Municipality at any time to:
 - (a) alter the road, sidewalk or boulevard, whether by widening the roadway, sidewalk or boulevard, or by raising or lowering the elevation of the roadway, sidewalk or boulevard abutting or adjoining the lands hereinbefore described, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the said works useless for the purposes of the owner;

 - (b) construct any form of structure or utility on, over or under any portion of the highway and for such purpose require that the works be removed in part or in whole; and

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the owner covenants that, in the event of the Municipality effecting any such alteration as aforesaid in the width and/or elevation of the said roadway, sidewalk and/or boulevard, or in requiring removal of all or part of the works, he will release and forever discharge, and doth hereby release and forever discharge, the Municipality from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the subject of this agreement, as a result of such alteration in width and/or elevation or construction.

6. In particular, but without restricting the generality of the foregoing, it is understood and agreed that:
 - (a) This agreement may be removed at any time by the Municipality.
 - (b) The owner will at all times, and at his own expense, keep and maintain the said works in good and sufficient repair to the satisfaction of the Municipal Engineer or Public Works Foreman.
 - (c) In the event of the termination of this agreement from any cause whatsoever, the owner will, at his own expense, and within a period of one month from the date of such termination, or such further or shorter period as may be specified by the Municipal Council, remove any structure or works and fill up any excavation made, constructed or maintained, in respect to such encroachment, and replace and put the sidewalk, street, lane or other public place in, under or over such area in the same condition as the adjoining sidewalk, street, lane or other public place in, under or over such area to the satisfaction of the Municipal Engineer or Public Works Foreman.
 - (d) In the event of the owner failing to keep any encroachment or covering thereof in good and sufficient repair, to the satisfaction of the Municipal Engineer/Public Works Foreman, or failing to remove any structure or works or to fill up any excavation, the Municipal Engineer/Public Works Foreman shall make such repairs, including structural changes, when by him deemed necessary, or remove such structures or works, or fill up such excavation, as the case may require, in the opinion of the Municipal Engineer/Public Works Foreman, and the owner shall pay the costs of such work to the Municipality forthwith, and in the default of payment thereof, the amount of such cost and interest at six per cent per annum may be recovered in any Court of competent jurisdiction, or the same may be recovered in like manner as overdue taxes against the lands to which such area is appurtenant.
7. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
8. Works herein importing the singular number, or the masculine gender

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only, shall include more persons, parties or things of the same kind than one, and females as well as males, and the converse, and, unless the context requires a different meaning, works herein shall bear the same meaning as in Municipal bylaws aforesaid.

TERM OF AGREEMENT

9. This agreement will come into effect on the 19th day of December, 2000, and end on the 18th day of December, 2001; and is renewable thereafter by both parties.

IN WITNESS WHEREOF the said owner has hereunto set his hand the day and year first above written.

SIGNED, SEALED AND DELIVERED)
BY)
in the presence of:) _____
)
_____))
Witness)
)
_____))
Address) _____
)
)
_____))
)
_____))
Occupation)

The Common Seal of the Village of Keremeos was hereto affixed in the presence of:

(Seal)

Mayor

Clerk

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SCHEDULE "C"**

SIGN OR CANOPY PERMIT APPLICATION

BUSINESS NAME _____

OWNER'S NAME _____

STREET ADDRESS. _____

MAILING ADDRESS. _____

DESCRIPTION OF SIGN/CANOPY (attach a drawing):

Size. _____

Type of construction (wood, metal, etc). _____

Location on building or property (attach drawing) _____

Is an encroachment agreement required? _____

(Note: Copy of Insurance Policy to accompany encroachment agreement.)

I hereby acknowledge reading Sign and Canopy Regulation Bylaw No. 586, and make application for a sign or canopy which conforms to the regulations in the Bylaw.

Signature of applicant

Date

SIGN OR CANOPY PERMIT APPROVAL

I hereby approve the sign or canopy applied for:

Signature of Building Inspector

Date