



## DISTRICT OF UCLUELET

### Bylaw No. 1060, 2007

#### A Bylaw to regulate the number, size, type, design and location of signs within the District of Ucluelet.

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**WHEREAS** the Council of the District of Ucluelet may under Section 908 of the *Local Government Act*, subject to the *Motor Vehicle Act* and the *Transportation Act*, regulate the number, size, type, design and location of any signs.

**AND WHEREAS** pursuant to Sections 8(4) and 65 of the *Community Charter*, the Council of the District of Ucluelet may regulate the erection, placement, alteration, maintenance, demolition and removal of signs, sign boards, advertisements, advertising devices and structures;

**AND WHEREAS the Council of the District of Ucluelet wishes to:**

- preserve and enhance the character of Ucluelet's aesthetic environment;
- allow for adequate and effective signage for permitted uses, while preventing signs from dominating the appearance of any area;
- provide an effective means for communication;
- ensure that signs are designed, constructed, installed, and maintained so that public safety and traffic safety are not compromised;
- create a consistent framework for sign regulations;

**NOW THEREFORE the Council of the District of Ucluelet in open meeting assembled enacts as follows:**

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## PART I- DEFINITIONS

- 1.1 **BANNER SIGN** means a sign made of cloth, vinyl, or other like material designed to be displayed temporarily\* from a building, structure, or across a highway, street, road, or other space which included private Right-of-Ways. \* **Not to exceed (30) thirty days.**
- 1.2 **BUILDING** means any structure used or intended for supporting any use or occupancy.
- 1.3 **BUSINESS** means any profession, trade, occupation, or calling.
- 1.4 **BUSINESS DIRECTORY** means a sign or group of signs that may be free standing or attached to the building, which indicate a business or businesses located on one property.
- 1.5 **BUSINESS OWNER** means the person(s) legally owning the business and/or property on which the business is located.
- 1.6 **BUILDING INSPECTOR** means the person(s) appointed by the Council to administer the Building Bylaw.
- 1.7 **BUSINESS FRONTAGE** means a portion of a property leased, owned, rented, or otherwise used by a business that faces onto the civic address.
- 1.8 **BYLAW ENFORCEMENT OFFICER** means the person(s) appointed by the *District of Ucluelet Council* to enforce the *District of Ucluelet* bylaws.
- 1.9 **CAMPAIGN SIGN** means a sign or other advertising device, which by the use of words, pictures or graphics or any combination thereof is intended to influence persons in conjunction with the elections and/or referenda permitted in accordance with Federal and Provincial legislation.
- 1.10 **CANOPY/AWNING** means a structure extending from part or all of a building face consisting of fabric or similar material stretched over a frame constructed of wood, metal, or plastic, which is part of and projects from the exterior wall of a building and may be retracted, folded, or collapsed against the face of the building, or a rigid roof-like structure and affords the public shelter from the weather.
- 1.11 **CLEARANCE** means the vertical distance between the lowest limit of a sign and finished grade immediately below.
- 1.12 **COUNCIL** means the Council of the *District of Ucluelet*.
- 1.13 **DEVELOPMENT APPLICATION SIGN** means a sign indicating the property or premise is subject to an application for an *Official Community Plan* change, a rezoning, or other development proposal.
- 1.14 **DIRECTIONAL SIGN** means a sign that serves solely to designate the location or provide direction of any place or area.



1.15 **DISTRICT** means the *District of Ucluelet*.

1.16 **FASCIA SIGN** means a wall sign and every sign attached to or painted, marked or inscribed on or placed against a wall whether forming part of a building or not, which can be seen from a street, has its exposed face on a plane parallel to the plane of the wall and projects not more than 8 centimeters from the face of the wall.



1.17 **FENCE SIGN** means a non-illuminated sign affixed in a permanent or detachable manner on a property on which a business is located.

1.18 **FIRST STOREY** means the uppermost storey having its floor level not more than 2 m above grade.

1.19 **FLASHING SIGN** means an artificially illuminated sign including, any part of which is intermittently illuminated while the sign is in operation, any illuminated part of which moves or is intended to move, or any illuminated part of which is operated by varying either the intensity or colour of the light.

1.20 **FLUORESCENT SIGN** means a sign that contains fluorescent tubes, designed to illuminate the sign.

1.21 **FREESTANDING SIGN** means any sign, except billboard, supported independently of and separated from a building or other structure and permanently fixed to the ground.



1.22 **GRADE** means the average ground surface elevation at the sign location.

1.23 **HEIGHT OF SIGN** means the vertical distance measured from the highest point of the sign to the average grade elevation.

1.24 **HIGHWAY** means the same as in the *Community Charter*.

1.25 **MOVING SIGN** means any sign that has mechanical or electronic movement with the exception of time and temperature.

1.26 **MURAL** means a painting that is applied directly to the wall of a building or other structure and contains no text and/or logo that may be deemed advertising.

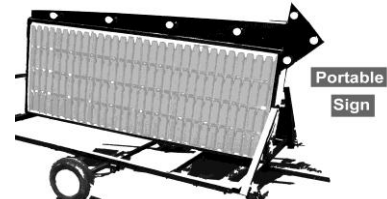
1.27 **MUNICIPALITY** means the *District of Ucluelet*.

1.28 **NON-CONFORMING SIGN** means a sign lawfully erected with a permit prior to the adoption of this bylaw that does not conform to the requirements of this bylaw.

1.29 **OWNER** means the same as in the *Community Charter* and refers to the owner of the property on or from which a sign is placed or attached.

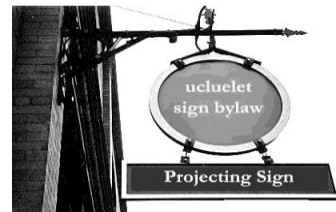
1.30 **PAINTED WALL SIGN** means a painting that is applied directly to the wall of a building or other structure and contains text and/or logo that is in the opinion of the *District of Ucluelet* deemed advertising. A painted wall sign for the purposes of this Bylaw is treated as a fascia sign.

1.31 **PORTABLE SIGN** means a sign that is self-supporting, easily moved, and not permanently attached to the ground, a building, or a vehicle, including T-Frame signs, but excluding sandwich board signs.



1.32 **PROHIBITION SIGN** means a sign indicating a prohibition, such as restriction on access, or a limitation on entry.

1.33 **PROJECTING SIGN** means any sign that is attached to and projects from a structure, building face, or wall.



1.34 **PUBLIC BUILDINGS AND INSTITUTIONS** means a church, school, library, hospital, medical clinic, or health clinic.

1.35 **ROOF** means the top enclosure of any building.

1.36 **ROOF LINE** means the line made by the intersection of the wall of the building with the roof of the building at or near the face of the building.

1.37 **SANDWICH BOARD SIGN** means a non-illuminated sign, consisting of two wooden panels having an "A" shape, which is set upon the ground and has no external support, advertises a business or occupation, and is painted to a professional standard.



1.38 **SATELLITE DISH** means a telecommunication device, located outside a building, which is intended to receive or transmit signals to or from one or more communications satellites located in space above the earth.

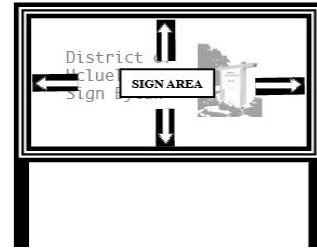
1.39 **SIGN** means a device, object, structure, figure, writing, symbol, logo, emblem, picture, painting or the text or an illustration within a mural depicting or advertising a business, service or product, illustration, or any combination thereof, which is affixed to or represented directly or indirectly upon a building, structure or land, and which identifies, advertises or directs attention to any object, person, place, activity, condition, organization, establishment or business in such a manner as to be visible to the public from any public area, including a highway, or the ocean.

1.40 **SIGN ALLOWANCE** means the total specifications for signage allowed on a parcel by this bylaw.

1.41 **SIGN AREA** means the total surface area within the outer edge of a sign frame.

1.42 **SUSPENDED SIGN** means a sign suspended from and entirely under any part of a building or canopy.

1.43 **TEMPORARY SIGN** means a non-illuminated sign, notice, structure, or device not to exceed 3m<sup>2</sup> in area, which is displayed or used, or intended to be displayed or used, for fewer than **thirty (30) days** that is not permanently attached to the ground or to the building.



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

1.45 **WINDOW SIGN** means any sign either attached on the inside or outside of a window for the purpose of viewing from outside the premises. This term does not include merchandise located in a window.

1.46 **ZONE** means a Zone established by the Municipality's land use bylaw adopted under the *Local Government Act*.

## PART II- PERMITS

### 2.1 Sign Permit Application

2.1.1 All signs requiring a Sign Permit Application can be made in conjunction with the following:

- a) Building Permit;
- b) Development Permit; or
- c) Business License.

However, if no Building Permit, Development Permit, or Business License is required, then an application for Sign Permit can be submitted independently.

2.1.2 The Bylaw Enforcement Officer shall not issue a Sign Permit until the permit fee prescribed by this bylaw is paid to the Municipality.

2.1.3 The Bylaw Enforcement Officer shall not issue a Sign Permit unless the sign and its erection, construction, relocation, or alteration conforms to the provisions of this bylaw.

2.1.4 The Bylaw Enforcement Officer shall not issue a Sign Permit unless the applicant has obtained a Development Variance Permit or Development Permit where required.

2.1.5 Application for a Sign Permit shall be considered providing the business is not in contravention of other regulations or bylaws.

2.1.6 Application for a sign permit shall be made in writing to the Bylaw Enforcement Officer upon form [Schedule "B"](#), and that form shall be completed to the Bylaw Enforcement Officer's satisfaction and shall be accompanied by **two ink drawings to scale** providing the following information in regard to the sign and the supporting structures:

- a) **location** of the sign(s) in relation to the boundaries of the parcel upon which it is to be situated;
- b) **location** of the sign(s) in relation to any wall, fence, or other surface it is to be attached to;
- c) **location** of the sign(s) in relation to existing signs on the property and/or the building(s);
- d) **height** of the sign(s), and clearance beneath it, measured from finished grade;
- e) **dimensions** in terms of **length, width, & depth**;
- f) **type** of sign(s);[refer to [Schedule "A"](#) for code]
- g) **illumination** and **colours** to be used;
- h) **construction** and **attachment** procedures of the sign(s) and the material(s) to be used;
- i) **purpose** of the sign(s);
- j) **land-use** of the sign(s) property;



k) If required by the Bylaw Enforcement Officer, approval by a registered structural engineer licensed to practice in the Province of British Columbia showing that the sign is designed for dead load and wind pressure required by the District of Ucluelet Sign Bylaw No.1060, 2007.

2.1.7 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 District of Ucluelet: which involves completing all parts of the form attached as [Schedule 'F'](#) to this bylaw.

2.1.8 Upon the filing of an application for a Sign Permit, the Bylaw Enforcement Officer will examine the plans, specifications and the premises upon which the sign is proposed to be erected or affixed. If it appears that the proposed sign is in compliance with all the requirements of this Bylaw and other applicable bylaws and if the appropriate permit fee has been paid, the Bylaw Enforcement Officer shall issue a permit for the proposed sign. If the work authorized under a Sign Permit has not been completed within **ninety (90) days** after the date of issuance, the permit shall become null and void unless otherwise extended by the Bylaw Enforcement Officer for a single additional **ninety (90) day period**.

## 2.2 Sign Variance Permit Application

2.2.1 When a proposed sign and the work related to it do not conform to the provisions of this bylaw, the applicant may apply for a Sign Variance Permit. See sign Variance Permit Guidelines, [Schedule "D"](#).

2.2.2 Before a Sign Variance Permit will be considered by Council, the applicant must apply to the Bylaw Enforcement Officer for a Sign Permit, and the Bylaw Enforcement Officer will submit both applications to Council for decision(s).

## 2.3 Sign Permit Application Fee

All applications for a Sign Permit or Sign Variance Permit under any provisions of this bylaw shall at the same time of submitting sign permit application, pay the fees prescribed in [Schedule "G"](#) attached to and forming part of this bylaw.

## 2.4 Sign Permit Expiry

2.4.1 Any permit issued under the provisions of this bylaw shall expire in **ninety (90 days)** from the date on which it was issued if the work is incomplete. All stages of construction or removal of works shall be to the satisfaction of the Bylaw Enforcement Officer.

2.4.2 Unless otherwise specified under this Bylaw the holder for a permit for a temporary sign shall remove the sign within **thirty (30) days** of the date the Sign Permit was issued.

2.4.3 A period of **120 days** from the expiry of the temporary permit must lapse before re-application is made.

## 2.5 Sign Permit Exemptions

The following signs **do not** require a sign permit, but must conform to all other provisions of the Bylaw:

- a) A sign which cannot be seen from a street or other public place to which the public has a legal right to access;
- b) Window signs or painted windows comprising less than twenty (20) percent of the area of the window in which they are contained, up to a maximum of five (5) percent of a building façade on which the window is located;
- c) Governmental signs, including ones erected by a land owner as required by the District;
- d) A sign smaller than 0.2 m<sup>2</sup> in size;
- e) A display box used to display restaurant/café menus that is not over 0.5 m<sup>2</sup> in area;
- f) Signs indicating the occupant(s) name of the premises, if not over 0.3 m<sup>2</sup> in area;
- g) Fascia signs not over 0.4 m<sup>2</sup> in area, indicating only the name or year of the construction of a building or structure;
- h) The repainting or repairing of an approved sign;
- i) Removal of a sign;
- j) Any sign displayed under the authority of an *Act*;
- k) Heritage designation plaque;
- l) International, national, municipal or provincial flags;
- m) Campaign signs erected on private property on behalf of a candidate for public office of issues on election ballots, provided that such signs are erected **no more than thirty (30) days** prior to election day, removed within **seven (7) days** following an election or referendum, and do not exceed 2m<sup>2</sup> in area. The sign(s) shall also not be erected on highways, parks, sidewalks or other District lands.
- n) Up to one real estate sign on a parcel or premise provided that the sign is removed not more than **14 days** after the new owner, lessee or renter obtains possession of the premises or parcel, and adheres to the following specifications:

Land-use & Development Type	# of signs	Sign Area	Sign Height
Residential (R1, R2, R4, MH, VR-1, GH)	1	0.6 m <sup>2</sup>	1.5 m
Multiple Family (R2 excluding duplex, R3)	1	1 m <sup>2</sup>	1.8 m
Commercial & Industrial	1	1.5 m <sup>2</sup>	1.8 m
Subdivision (< 5 lots)	1	1.5 m <sup>2</sup>	2 m
Subdivision (> 5 lots)	2	1.5 m <sup>2</sup>	2 m

- o) Construction & contracting sign(s) provided that the sign is erected after a building permit is issued or subdivision preliminary layout approval (P.L.A.) has been issued, and is removed not more than **14 days** after issuance of an occupancy permit for the building or final approval of the subdivision; following the specifications below.

Development Type		# of signs	Sign Area	Sign Height
Residential Properties < 1000 m <sup>2</sup> (0.25 acre)				
	Builder	1	1.0 m <sup>2</sup>	1.75 m
	Contractor(s)	3	.5 m <sup>2</sup>	1.5 m
Residential Properties > 1000 m <sup>2</sup> (0.25 acre)				
	Builder	1	1.2 m <sup>2</sup>	2 m
	Contractor(s)	5	.65 m <sup>2</sup>	1.5 m
Commercial & Industrial Properties				
	Builder	1	1.2 m <sup>2</sup>	2 m
	Contractor	5	.65 m <sup>2</sup>	1.5 m

- builders and contractors are encouraged to coordinate signage onsite, a 15% height increase and cumulative sign area will be accepted if signage is combined on one sign structure (see diagram below).



## **PART III- GENERAL PROVISIONS**

### **3.1 Sign Allowance Calculation**

- 3.1.1 Please refer to *Part IV* or *Schedule "A" Quick Reference Guide* for the sign allowance permitted under this bylaw according to land-use.
- 3.1.2 A scaled drawing of the proposed sign shall be included in all sign permit applications.
- 3.1.3 Decorative borders shall be included in sign(s) area size calculations.

### **3.2 Signs in Street**

No person shall display a sign in, on, or over any street, highway, or other public place except as expressly permitted by this bylaw.

### **3.3 Third Party Sign**

- 3.3.1 Third Party Signs are permitted only on commercially zoned properties, unless specified otherwise, and shall conform to the following specifications:
  - a) Third Party Signs shall not exceed 1.2 m<sup>2</sup> in signage area; and
  - b) Third Party Signs shall not exceed 2 m in height.
- 3.3.2 Third party signage is NOT permitted on Municipally or Provincially owned property without authorization from the legal property owner and a third party sign agreement.
- 3.3.3 Political signs are not permitted to be on Municipal property.

### **3.4 Prohibited Signs**

- 3.4.1 No person(s) shall display the following sign(s) anywhere within the Municipality:
  - a) Roof top sign(s);
  - b) Flashing, animated, and/or moving sign(s);
  - c) Billboard(s)
  - d) Backlit signs (see section 5.9 for illumination);
  - e) Inflatable sign(s);
  - f) Portable sign(s), unless approved within this bylaw; and
  - g) Sign(s) that, in the opinion of the District of Ucluelet, contain discriminatory language or depictions.

### **3.5 Responsibility**

In the absence of evidence to the contrary, a person, business, operation, or establishment which is promoted by a sign and the owner of the premises on which the sign is located shall be deemed to be responsible for the sign and for carrying out the work in strict accordance with the provisions of this bylaw and of all other bylaws of the Municipality applicable thereto.

## **TEMPORARY SIGNS**

### **3.6 Temporary Signs Permit**

3.6.1 When applicable, applicants may apply for a Temporary Sign Permit and temporary signs include:

- a) Community Events/Special Occasion Signs;
- b) Flags and Banners;
- c) Development Application Signs;
- d) Construction Project Signs;
- e) Temporary Directional Signs;
- f) Real Estate Signs (larger than .6m<sup>2</sup>);
- g) Window Signs; and
- h) Portable Signs, as specified by Bylaw Enforcement Officer

3.6.2 Unless otherwise specified under this bylaw the holder for a permit for a temporary sign shall remove the sign within **thirty (30) days** of the date the Sign Permit was issued.

3.6.3 A period of **120 days** from the expiry of the temporary permit must lapse before re-application is made.

### **3.7 Promotional Signs**

3.7.1 No more than **one (1)** promotional sign shall be permitted per commercial, industrial or institutional use that is advertising the activities found on the business' premises.

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

3.7.3 Promotional signs shall only be banner signs.

3.7.4 Unless further specified by the Bylaw Enforcement Officer, no promotional sign shall be displayed for more than **thirty (30) days**.

### **3.8 Construction/Project Signs**

3.8.1 Construction/Project signs may be displayed, dependant that necessary approval documentation (building permit, development permit, P.L.A.) has been attained, and must adhere to the following provisions:

- a) two (2) signs per plan of subdivision (more than 5 properties)
- b) one (1) sign per multi-family, commercial, and industrial development site

3.8.2 The size, location, and duration of such signs shall be in accordance with the specifications below, unless specified by the Bylaw Enforcement Officer:

- a) Construction/Project signs shall not exceed 2.5 m<sup>2</sup> in signage area.
- b) Construction/Project and development application signs shall not exceed 1.75 metres in height.

3.8.3 A Project Sign that refers to a development application shall be removed within **forty-eight (48) hours** following decision of application.

3.8.4 Construction/Project signs shall be removed within **30 days** following final approval for occupancy from the District of Ucluelet; unless specified otherwise.

### 3.9 Flags and Banners

3.9.1 Flags are permitted for all designated uses.

3.9.2 A banner is permitted for all designated uses, upon prior approval from Council/Bylaw Enforcement Officer, if it does not exceed the permitted sign allowance for fascia signs and the permit holder removes the banner within thirty **(30) days** of the date the Sign Permit was issued. A banner, canvas, or other similar signs stretched across streets, highways, or other public places may be permitted for charitable organizations only in designated areas and provide a minimum clearance of 6.2 m above the surface of the highway for vehicular traffic, unless further specified by the Bylaw Enforcement Officer.

3.9.3 The owner and/or applicant shall sign an **encroachment agreement** with the Municipality if necessary, including a waiver of liability in the form attached hereto as [Schedule "F"](#) and submit proof of liability insurance to the Bylaw Enforcement Officer as condition of approval of the application.

### 3.10 Community Events/Special Occasions Sign

3.10.1 No more than **one (1)** community events/special occasion sign shall be permitted on any one premise.

a) Community events/special occasion signs shall not exceed 2.5 m<sup>2</sup>.

b) Community events/special occasion signs shall not exceed 1.75 metres in height.

3.10.2 Community events/special occasion signs shall be displayed for a period not exceeding **thirty (30) days**.

### 3.11 Real Estate Sign

3.11.1 Not more than **one (1)** real estate sign may be displayed on any one premise which:

a) does not exceed 1.5 m<sup>2</sup> per face for single family residential use, manufactured home use, guest house use, and hostel use;

b) does not exceed 2 m<sup>2</sup> per face in commercial use, industrial use, and institutional use; and

c) Does not exceed 1.75 metres in height.

3.11.2 Real estate signs may have up to two (2) faces.

3.11.3 Real estate signs not exceeding 0.6m<sup>2</sup> are exempted from requiring a sign permit.

3.11.4 Real estate sign type permitted shall be free standing or fence sign.

3.11.5 A real estate sign shall not be situated, in whole or in part, on boulevards, parks, or other publicly owned property as determined by the Bylaw Enforcement Officer.

3.11.6 A sandwich board sign may be used as a real estate sign for the purposes of open houses, but must comply with Section 3.15, the Permanent Sandwich Board Sign regulations, of this bylaw.

### 3.12 Temporary and Permanent Window Signs

3.12.1 A window sign does not require a sign permit unless it occupies more than **twenty percent (20%)** of the window area it is placed in.



### 3.13 Temporary and Permanent Directional Signs

3.13.1 Permanent directional signs are only permitted for commercial/industrial and for institutional use only.

3.13.2 No more than **three (3)** directional signs shall be permitted for each property or premise which meet the following specifications:

- a) Directional signs shall not exceed 1.2 m<sup>2</sup>
- b) Directional signs for circulation shall not exceed 0.75 m<sup>2</sup>
- c) Directional signs shall not exceed 2 m in height

3.13.3 Temporary directional signs shall be removed no later than **forty-eight (48) hours** following the termination of the event/activity.

3.13.4 Directional signs for circulation may be permitted in parking lots or parking areas, where necessary, to direct the public.

## PERMANENT SIGNS

### 3.14 Business Directory Sign For Multiple Businesses & Organizations

3.14.1 In addition to the permitted sign allowance, excluding free standing signs, **one (1)** Directory Sign is permitted for commercial and industrial uses subject to:

- a) four or more business located on the property;
- b) maximum sign area of 3.5 m<sup>2</sup>;
- c) approx .5m<sup>2</sup> per panel
  - i. 1.5m length by .35m in height
  - ii. .10m spacing is required between each panel
  - iii. bottom panel must have a .5m clearance from the finished grade
- d) maximum height of 4 metres;



3.14.2 Properties consisting of **four (4)** or more businesses are encouraged to have a signage strategy and directory sign for the property.

3.14.3 One directory sign shall be permitted on the premises occupied by a religious, community, service club, or similar organization.

### 3.15 Sandwich Board Sign

3.15.1 **One (1)** permanent sandwich board per business is permitted for commercial, industrial, and/or institutional uses only, unless specified otherwise and meets the following requirements:

- a) maximum width: 0.75m
- b) maximum height: 1.0m

3.15.2 Sandwich board signs shall have no more than two advertising faces.

3.15.3 Sandwich board signs are not permitted on property belonging to the *District of Ucluelet*, including boulevards and sidewalks.



3.15.4 Sandwich board signs shall not impede the regular movement of pedestrians or otherwise block any pedestrian pathway or sidewalk (i.e. not immediately in front of entrance/exit doors or straddling building corners).

3.15.5 Sandwich board signs may be placed out at the start of the business day and shall be removed by **11:00 p.m.** of the same day.

3.15.6 In order to maintain visually pleasing streetscapes, sandwich board signs must be professionally designed or, if designed otherwise approved by the Bylaw Enforcement Officer. The signs must be constructed of wood, or wood based commercial sign products and painted to a professional standard of design and finish.

3.15.7 The applicant accepts full liability of any occurrence involving this sign and indemnifies the *District of Ucluelet*.

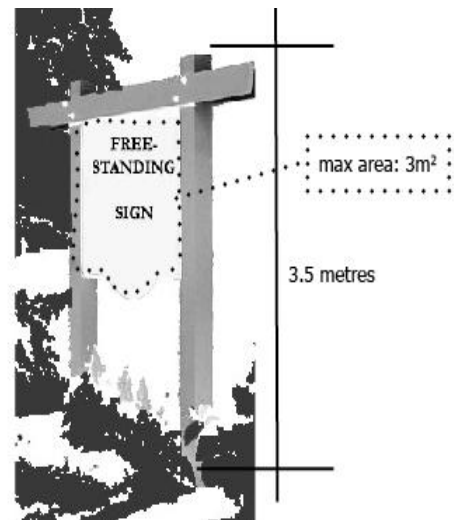
### 3.16 Prohibition Sign

3.16.1 Prohibition signs shall not exceed .6m<sup>2</sup>.

### 3.17 Freestanding Sign

3.17.1 **One (1)** freestanding sign is permitted per property for all land-uses without exceeding the permitted allowance assigned for each premise, and that meet the following specifications:

- a. Residential
  - i. max. sign area of .65m<sup>2</sup>
  - ii. max. height of 1.5m
- b. Guest House & Hostel Use
  - i. Max. sign area of 1.1m<sup>2</sup>
  - ii. Max. height of 1.5m
- c. Commercial, Industrial and Institutional
  - i. Max. sign area of 3m<sup>2</sup>
  - ii. Max. height of 3.5m<sup>2</sup>





- 3.17.2 A freestanding sign shall not project over or into a street or other public place.
- 3.17.3 A freestanding sign shall not visually obstruct more than 50% of the sign area of another legally installed sign that is legible when viewed from 20 metres in either direction from a line extended perpendicularly from the said legal sign to the edge of pavement of the highway adjacent to the said legal sign.
- 3.17.4 A free standing sign shall be set back a minimum of 0.5m from any property line from an adjacent lot or public highway.
- 3.17.5 Freestanding signs used as a Directory Sign for multiple businesses (>4) are allowed 15% increase on freestanding sign allowance specifications.

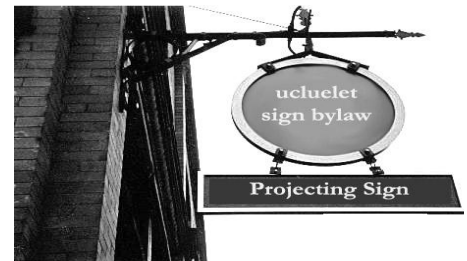
### 3.18 Satellite Dish

A satellite dish shall not contain any advertising whatsoever, except for the logo or name of the manufacturer.

### 3.19 Projecting Sign

3.19.1 **One (1)** projecting *sign* is permitted per business for commercial, industrial, and institutional, without exceeding the allowance of **two (2)** signs per premise, and that meet the following conditions and conform to all other provisions of this Bylaw:

- a) Total projecting sign area shall not exceed 1m<sup>2</sup>;
- b) No person(s) shall erect a projecting sign of which any part is less than 2.3m above the finished grade;



3.19.2 No person(s) shall erect a projecting sign, which projects into or over a street.

3.19.3 Projecting signs shall not be mounted more than 0.3 m from the face of the building to which they are attached and shall remain at least 0.3 m inside the property line.

3.19.4 No person(s) shall erect a projecting sign, which is supported in whole or in part by a canopy.

3.19.5 A projecting sign shall not be *hinged* or erected as a *hanging* sign.

3.19.6 A projecting sign shall be placed and kept at right angles to the face of the building or structure to which it is attached at or at right angles to the boundary of the lot on or from which it is displayed.

3.19.7 For multiple businesses on one property, only **one projecting sign** per building is permitted if the building has a canopy/awning, otherwise, **one projecting sign** is permitted for each business.

3.19.8 Projecting signs must not be erected less than 3.0m from another projecting wall sign.

### 3.20 Canopy/Awning Sign

3.20.1 **One (1)** canopy/awning sign is permitted per business for commercial, industrial, institutional, guest house and hostel uses without exceeding the allowance of **two (2) signs per premise**, and that meet the following conditions and conform to all other provisions of this Bylaw:



3.20.2

- a) Canopy/awning shall not exceed 2m<sup>2</sup>.
- b) The canopy/awning shall not exceed 4m in length and lettering may not exceed 0.35 m in height; and
- c) Any part of the canopy/awning sign must be 2.4 m or more above the grade.

3.20.3 Signage on the canopy/awning is restricted to the front or side of the canopy/awning;

3.20.4 Lettering on the canopy/awning shall not extend beyond ninety (90%) percent of the length of the valance;

3.20.5 The total canopy/awning signage, including lettering, painted logo or identifying symbol, shall not exceed thirty (30%) of the total canopy/awning area;

3.20.6 Notwithstanding the rest of the policies in S.3.20, freestanding canopies are permitted to have signage on all sides except that no sign shall project above the upper edge or be greater in length than the length of the canopy and the vertical dimension shall not exceed 1.5m (5ft).

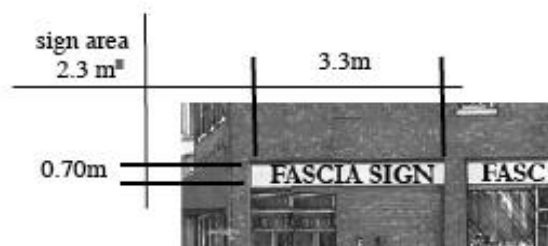
3.20.7 For multiple canopy/awnings located on a property, the maximum canopy/awning lineal metre coverage shall not exceed **25 percent** of the building face of the same building elevation.

3.20.8 Fabrics used as part of a canopy/awning or marquee that is located within or attached to a building of any type of construction shall conform to *CAN/ULC-S109-M*, "Standard for Flame Tests of Flame Resistant Fabric and Films."; and

3.20.9 The owner and/or applicant shall sign an encroachment agreement with the Municipality if necessary, including a waiver of liability in the form attached hereto as [Schedule "F"](#) and submit proof of liability insurance to the Bylaw Enforcement Officer as condition of approval of the application.

### 3.21 Fascia Sign

3.21.1 **One (1)** fascia sign is permitted per business for commercial, industrial, and institutional properties, and per residential, guest house and hostel properties, without exceeding the total



permitted allowance, and that meet the following specifications:

- a. Residential
    - i. Max. sign area of .1m<sup>2</sup>
  - b. All other
    - i. Max sign area of 2.3m<sup>2</sup>
  - c. The lowest part of the fascia sign shall not be less than 2.3m above grade; and
  - d. The fascia sign shall not project more than 8 cm from the face of the wall, fence, or other surface.
- 3.21.2 No part of a fascia sign shall project beyond a corner of the wall to which it is attached except in the case of a mitered corner, which makes up an integral part of the sign.
- 3.21.3 Fascia signs may project a maximum of 0.5 m above the roofline of the building without exceeding the maximum sign area allowance.
- 3.21.4 Fascia signs shall not have a length extending more than 60 percent of the premises' front façade.
- 3.21.5 Properties consisting of **four (4)** or more businesses shall create a sign strategy for the property, including a business directory.

### 3.22 Fence Sign

- 3.22.1 **One (1)** *fence sign* is permitted per property for commercial and industrial land-uses without exceeding the allowance of **two (2) signs** per premise, and that meet the following conditions and conform to all other provisions of this Bylaw:
- a) The fence sign area shall not exceed .65m<sup>2</sup>
  - b) The fence sign shall not project more than 5 cm from the face of the fence.
- 3.22.2 Fence signs shall not have more than one advertising face.
- 3.22.3 Fence signs shall only be located on the property on which the business is located.
- 3.22.4 Fence signs must be professionally designed or if designed otherwise approved by the Bylaw Enforcement Officer.



### 3.23 Permanent Painted Wall Sign and Mural

- 3.23.1 One painted wall sign shall be permitted per business for every wall facing a highway or yard. For each wall the maximum area permitted for painted signs shall not exceed **25%** of the wall surface upon which the sign or signs have been painted.
- 3.23.2 A painted wall sign shall be regulated as a fascia sign.
- 3.23.3 Wall signs or murals are not permitted on residential properties.

- 3.23.4 In order to determine and ensure appropriate visual content and suitability, approval of the design and location of a painted wall sign and/or mural is required from the Bylaw Enforcement Officer prior to erecting, painting, or applying a painted wall sign and/or mural. If the visual content is determined to be questionable by the Bylaw Enforcement Officer, the sign application shall be brought forward to Council for review.
- 3.23.5 All proposed murals shall submit sketches and a portfolio of the artist's work prior to sign permit approval.

## PART IV- PERMITTED SIGNS AND DIMENSIONS PER DESIGNATED USE

Also refer to **QUICK REFERENCE SHEET** (*Schedule "A"*) for permitted sign allowance.

### 4.1 Residential Use (R-1, R-2, R-3, R-4, MH, VR-1 & relevant CD Zones):

A total of one (1) sign from the list below is permitted under these designated uses are:

- a) **One (1)** free standing sign: 0.85 m<sup>2</sup> and a maximum height of 1.5 m [for "home occupation use"]; or
- b) **One (1)** fascia sign: 1 m<sup>2</sup>;

**and**

- c) **Temporary Signs:** real estate signs, flags & banners, construction project signs, and community events/special occasion signs (see *Schedule "A"* for specifications).

### 4.2 Guest House Use; & Hostel Use (GH, HS):

The signs and dimensions permitted under this designated use are:

- a) **One (1)** free standing sign: 1.1 m<sup>2</sup> and a maximum height of 1.5 m; or
- b) **One (1)** fence sign: 0.6 m<sup>2</sup>;

**and**

- c) **One (1)** fascia sign: No greater than 1.2 m<sup>2</sup>

### 4.3 Commercial Use; Industrial Use; & Institutional Use (CS-1-6, I-1/I-2, P-1/P-2 & relevant CD Zones):

A total of **two signs** are permitted per premise, unless specified elsewhere in this Bylaw:

- a) **One (1)** free standing sign: 3.3 m<sup>2</sup> and a maximum height of 3.5 m; or
- b) **One (1)** fascia sign: No greater than 2.3 m<sup>2</sup>; or
- c) **One (1)** projecting sign: No greater than 2.3 m<sup>2</sup>; or
- d) **One (1)** canopy/awning sign or **two (2) projecting signs:** No greater than 2.3 m<sup>2</sup>; or
- e) **One (1)** sandwich board sign per business: No greater than 0.6 m wide and no greater than one (1) m high.

*\*\* Multiple Businesses (**more than 4**) located on one property, are encouraged to create a sign strategy for the property and directory sign.\*\**

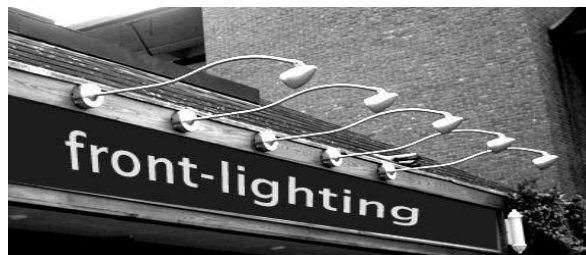
## PART V- CONSTRUCTION AND MAINTENANCE

### 5.1 General

- 5.1.1 The holder of a Sign Permit and owner of the property on which a sign is located shall maintain the sign, including its supports and fastenings, in a safe and secure condition, free from defect, and a non-deteriorated condition at all times.
- 5.1.2 A person shall not affix a sign or keep a sign affixed to a fire escape and shall not erect, construct, or keep a sign that obstructs, impedes, impairs the free and uninterrupted use and enjoyment of a fire escape, fire exit window, or other aperture, which admits light or provides ventilation.
- 5.1.3 A person shall not affix a sign to a tree or any other natural vegetation.
- 5.1.4 Every sign, including supports and fastenings, shall be kept clean and painted at all times.
- 5.1.5 Whenever any sign is dangerous, defective, or not up to standards as set out in **Section 5** of this bylaw, an order in writing shall be served on the owner of the property the sign is situated and that the sign be put in a satisfactory condition or removed within a time limit set forth in such order.
- 5.1.6 All signs are required to have the maker's name of the sign permanently attached to exterior of the sign, so that it may be readily seen after the sign is erected.
- 5.1.7 All signs involving anchoring, electrical hook-ups, or other complex installation procedures, shall be constructed by a qualified contractor, as required by the Bylaw Enforcement Officer.
- 5.1.8 If the order is not complied with, the sign shall be removed by the Municipality at the expense of the holder of the permit and/or the property owner.

### 5.2 Design Guidelines & Requirements

- 5.2.1 The design of signs shall be consistent with the following provisions:
- Wall signs, projecting signs and freestanding signs are encouraged to incorporate relief in the form of recessed or raised letters, numbers;
  - Signs fronting a street and/or highway are encouraged not to use lettering that is smaller than .15m in height;
  - Signs shall not have individual letters, numbers or punctuation over 0.35 metres in height, unless otherwise specified;
  - Fascia signs shall not have a length extending more than 60 percent of the premises' front façade;
  - Front-lighting shall have a light source concealed from direct view;
  - Neon tube signs within a sign area not exceeding 0.5m<sup>2</sup>, are



permitted, but shall not be located on a canopy or awning, or within a portable sign;

- g. Light fixtures and all wiring, conduits and light sources shall be installed within building walls, located underground, or otherwise concealed from view;
- h. Temporary signs shall not be illuminated;
- i. Signs shall not include changeable text, except for a community notice board or sign located on a service station premises;
- j. Signs shall not be attached to or given support by a handrail, fence, tree, utility or light pole;
- k. Signs shall not include a holographic, video medium or television;
- l. Signs shall not be constructed of fiberglass Styrofoam, or particle board, unless these materials are painted or treated in a manner that provides a finish that provides weather resistance;
- m. Signs shall not be covered by “Day-Glo”, fluorescent, luminous or reflective paint or similar products.
- n. All signs are encouraged to incorporate compatible material, colour and design with the building style and design.
- o. The design of signs located within the *District of Ucluelet’s Development Permit Areas*, shall refer to the objectives and guidelines outlined within each respective Development Permit Area.

### **5.3 Sign Clearance and Construction**

- 5.3.1 All signs, supports, and cables thereof shall be at least 0.6 m from electrical and telephone wires, provided that the Bylaw Enforcement Officer may require a further separation, in his/her opinion, if the circumstances so warrant.
- 5.3.2 All signs must be constructed not to interfere with ventilation devices near the proposed location of the sign.
- 5.3.3 All glass tubing or exposed electrical wiring attached to or forming part of the sign shall be at least 2.7 m above the street.
- 5.3.4 All signs shall comply with the applicable provisions of the British Columbia Building Code, including *Part IV (Structural Design)* and *Appendix C (Climatic Information)*, and the *British Columbia Electrical Code*, and shall be maintained in good structural condition, and in compliance with these codes at all times.

### **5.4 Safety**

- 5.4.1 Every sign shall be designed, erected, constructed, and maintained to withstand the pressure of having a weather velocity of **145 km per hour**. A Bylaw Enforcement Officer has the permission to request an engineering certificate, to confirm the stability of the sign, from a certified professional engineer registered to practice in British Columbia.
- 5.4.2 All pliable plastic display surface material, including, but not limited to, canopies/awnings shall have the following:

- a) waterproof seams and joints; and
- b) tear resisting reinforcement with a tensile strength of 22.5 kg per 25 mm of width capable of withstanding puncture from the impact of a 0.45 kg, 22 mm steel ball, dropped from a height of 3.0 m or with the equivalent tensile strength.

5.4.3 A permit may be refused until such time as the applicant has submitted a plan by a Certified Professional Engineer or Architect registered to practice in British Columbia that the structure of the sign or canopy/awning and its supports and fastenings are so designed as to be safe and secure, as required by the Bylaw Enforcement Officer.

## **5.5 Visibility**

A person shall not erect or keep a sign, which is likely to block, obstruct, or interfere in any way with a person's view of traffic, pedestrians, or traffic control devices.

## **5.6 Corrosion**

5.6.1 All cables, turnbuckles, links, bolts, screws, and all other devices used to support a part of a sign or canopy/awning shall be non corrosive or be otherwise protected by galvanize.

5.6.2 The metal used in making the sign shall not be less than No.28 U.S. sheet metal gauge.

## **5.7 Anchorage**

5.7.1 A person(s) who erects, places, or keeps a sign, canopy/awning shall ensure the following:

- a) it is attached to masonry, concrete, or steel by means of metal anchorage to safely support the load of the sign;
- b) it is not fastened by nails, staples, or screws to wooden blocks, plugs, or railing strips built into masonry or concrete; and
- c) meets the specifications laid out by the Bylaw Enforcement Officer and/or Building Inspector.

## **5.8 Material and Illumination**

5.8.1 The following are acceptable forms of material and illumination:

- a) individual letters made of wood, metal, or plastic materials to replicate wood or metal;
- b) wooden signs: flat (painted) and raised, or incised letters;
- c) spotlights, floodlights, or other incandescent light fixtures that are focused directly on the face of the sign;
- d) solid sign panels that are haloed by hidden reflecting light;
- e) incised lettering into a wall or other surface within the property boundary;
- f) canopy material shall be: a non shiny outdoor canopy fabric, opaque, and in compliance with Section 5.5; and
- g) Fabrics used as part of a canopy/awning or marquee that is located within or attached to a building of any type of construction shall conform to *CAN/ULC-S109-M, "Standard for Flame Tests of Flame Resistant Fabric and Films."*
- h) backlit signage of any type is prohibited.



## **PART VI- ENFORCEMENT**

### **6.1 Inspections**

- 6.1.1 The Planning Director, Building Inspector or Bylaw Enforcement Officer may enter any property at all reasonable times to inspect the installation of any sign thereon to ascertain whether the provisions of this bylaw are being observed.
- 6.1.2 All work carried out pursuant to the provisions of this bylaw shall be subject to inspection by the Bylaw Enforcement Officer.
- 6.1.3 Prior to inspection, no work shall be enclosed or concealed in such a way as to make inspection difficult or impossible.
- 6.1.4 On completion of the installation of a sign for which a Sign Permit has been issued, the permit holder upon completion shall immediately provide the Bylaw Enforcement Officer with the Sign Permit and a notice of completion.
- 6.1.5 Once the Bylaw Enforcement Officer is satisfied all works have been completed within the guidelines of this bylaw, he/she may complete an inspection of the sign.
- 6.1.6 Where under the provisions of this bylaw, the Bylaw Enforcement Officer exercises a discretionary power, he/she shall at the same time inform the person(s) 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.
- 6.1.7 If, in the opinion of the Bylaw Enforcement Officer, immediate action is necessary, he/she may exercise a discretionary power verbally. Upon doing so, the Bylaw Enforcement Officer shall within a period of **seventy-two (72) hours** thereafter confirm his/her verbal decision in writing to all parties concerned.

### **6.2 Existing Signs**

- 6.2.1 Any existing sign that is being upgraded and/or replaced must apply for a sign permit and comply with all provisions of this bylaw.
- 6.2.2 Any banner or temporary sign that is non-conforming and not approved by permit must comply upon adoption of this bylaw within **sixty (60) days**.
- 6.2.3 Any sign which is in place upon adoption of this bylaw, and which was approved by permit at the time of previous bylaws or grandfathered by Council, is exempt from the provisions of this bylaw so long as the principal business so advertised continues and no major facade improvement occurs.

### **6.3 Abandoned Signs**

- 6.3.1 Any obsolete sign or framework shall be removed by the owner of the property within **thirty (30) days** of becoming obsolete or within **seven (7) days** of being notified by the Bylaw Enforcement Officer.

- 6.3.2 Any obsolete sign or framework which advertises, or publicizes a business or undertaking that no longer exists at the premises on which the sign is located or pertains to a product which is no longer being marketed within the area, the sign shall be deemed obsolete, and if the holder of the permit or the property owner fails to remove the sign, the sign shall be removed by the Municipality at the sole expense of the holder of the permit and/or the property owner.
- 6.3.3 Historic signage may be exempt from Section 6.3, upon recommendation of the Bylaw Enforcement Officer and approval from Council.

#### **6.4 Bylaw Enforcement Officer**

- 6.4.1 For the purpose of this bylaw, the designated Bylaw Enforcement Officer means any of the following:
- a) Bylaw Enforcement Officer (BEO);
  - b) Chief Administrative officer (CAO);
  - c) Director of Planning Services; and
  - d) Any person(s) as determined by the CAO or Council.

#### **6.5 Violations/Penalties**

- 6.5.1 No person shall prevent or obstruct, or attempt to prevent or obstruct, the Bylaw Enforcement Officer, or any other employee of the Municipality authorized to enforce the provisions of this bylaw.
- 6.5.2 No person(s) shall commence, cause the commencement of, or allow the erection, construction, relocation, alteration, reconstruction, painting or repainting, placement, or maintenance of any sign in the Municipality contrary to this bylaw.
- 6.5.3 No person(s) shall erect, construct, enlarge, alter, or reconstruct any sign, unless excluded in Section 2.6, without first obtaining a permit to do so from the Bylaw Enforcement Officer.
- 6.5.4 Every person(s) who violates any provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw is liable on summary conviction to a fine of not more than two thousand dollars (\$2,000.00) and costs (including the costs of the committal and conveyance to the place of imprisonment) for each offence, and in default of payment therefore, to imprisonment of a term not exceeding six months in jail. Each day that such violation is permitted to continue shall be a separate offence.
- 6.5.5 An offence letter may be delivered by hand, or by prepaid registered mail to the person(s) who has constructed, erected, placed, or kept the sign or to the person(s), business, operation, establishment, or owner deemed to be responsible for the sign.
- 6.5.6 Where a penalty is paid in compliance with this bylaw before Information is sworn and a Summons is issued, a writ of prosecution shall not be started in respect of an offence described in an offence notice.

**6.6 Ticketing**

Tickets issued for offences against this bylaw shall be in accordance with *Schedule "C"* attached hereto and forming part of this Bylaw.

**6.7 Severability**

If any provision of this bylaw is determined by a court of competent jurisdiction to be unlawful or unenforceable, that provision shall be severed from this bylaw and shall not affect validity of any remaining provisions of this bylaw.

**6.8 Administration Provisions**

6.8.1 Sign Bylaw No.828, 2000, and amendments thereto are hereby repealed.

6.8.2 This bylaw may be cited for all purposes as "Sign Bylaw No. 1060, 2007".

**READ A FIRST TIME** on the **24<sup>th</sup>** day of **April, 2007**.

**READ A SECOND TIME** on the **24<sup>th</sup>** day of **April, 2007**.

**READ A THIRD TIME** on the **12<sup>th</sup>** day of **June, 2007**.

**ADOPTED** on the **26<sup>th</sup>** day of **June, 2007**.

**CERTIFIED A TRUE AND CORRECT COPY** of the District of Ucluelet "Sign Bylaw, No. 1060, 2007".

\_\_\_\_\_  
Dianne St. Jacques  
Mayor

\_\_\_\_\_  
Martin Gee  
Deputy Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

\_\_\_\_\_  
Martin Gee  
Deputy Corporate Officer

<b>SCHEDULE "A"</b> Permitted Signs & Dimensions Per Designated Land- use  District of Ucluelet Bylaw 1060, 2007		A	B	C	D	E	F	G			H	I	J	K
		PERMANENT	Free standing sign	Fascia sign	Fence sign	Canopy/Awning	Projecting sign	Third Party Signs	Sandwich board sign	Total # of signs permitted	TEMPORARY	Real Estate Signs	Flags & Banners	Construction / Project Signs
	Designated Use													
1	Residential (R1-4, MH, VR-1 & relevant CD Zones)	Max. Area = <b>.65 m<sup>2</sup></b> Height = <b>1.5 m</b>	Max. Area = <b>1 m<sup>2</sup></b> Height clearance = <b>2.3m</b>						<b>1</b>		No greater than <b>1.5 m<sup>2</sup>/per face</b> Height = <b>1.5 m</b>	No more than <b>30 days</b>	<b>Max. 2</b> signs per Plan of Subdivision & <b>Max. 1</b> sign per commercial/industrial/multi-family site	<b>1 per</b> premise
2	Guest House Use and Hostel Use	Max. Area = <b>1.1 m<sup>2</sup></b> Height = <b>1.75 m</b>	Max. Area = <b>2.3 m<sup>2</sup></b>	Max. Area = <b>.65 m<sup>2</sup></b>	Max. Area = <b>2.3 m<sup>2</sup></b> Height Clearance = <b>2.3m</b>				<b>2</b>		Height = <b>1.5 m</b>	Height clearance = <b>6.2 m</b> above ROW	Max. Area = <b>2.5m<sup>2</sup></b>	Max. Area = <b>2.5 m<sup>2</sup></b> Max. Height = <b>1.75m</b>
3	Commercial Use; Industrial Use; Institutional Use	Max. Area = <b>3 m<sup>2</sup></b> Height = <b>3.5 m</b>	Height clearance = <b>2.3m</b>		Max. Area = <b>1 m<sup>2</sup></b> Height clearance = <b>2.3m</b>	Max Area = <b>1.2m<sup>2</sup></b> Height = <b>2m</b>		<b>.6 m</b> by <b>1.0 m</b>	<b>2</b>		No greater than <b>3 m<sup>2</sup>/per face</b> Height = <b>1.5 m</b>		Max. Height = <b>1.75m</b>	No more than <b>30 days</b>
	Sign Bylaw Section	3.17	3.21	3.22	3.20	3.19	3.3	3.15			3.11	3.9	3.8	3.10
	See Also	3.14/5.2	5.2	5.2	5.2/5.9	5.2	3.17	5.2			2.5/5.2	5.2	5.2	5.2
	Mandatory Encroachment Agreement?	No	No	No	Yes	Yes/No	No	No			No	Yes	No	No

**SCHEDULE “A” continued... STEPS to obtain a SIGN PERMIT:**

1. Determine code for proposed sign (example: D-3 = Canopy & Awnings in a Commercial Use, Industrial Use, and Institutional Use);
2. Use relevant policies and specifications to assess the design of the sign with regards to:
  - Policies:*
    - i. Sign Allowance Calculation, see [Schedule “A”](#)
    - ii. Sign Construction & Maintenance
      1. Safety
      2. Anchorage
      3. Material & Illumination
    - iii. Sign Permit Expiry
    - iv. Requirement for an Encroachment Agreement
  - Guidelines:*
    - i. Examples of good sign designs
    - ii. Stock images of materials & illumination
    - iii. Appropriate placement and location of signs
    - iv. Development Permit Area objectives and guidelines
3. Determine appropriate Fee, using [Schedule “B”](#).
4. **Submit Sign Permit Application, Fee, and any additional requirements to the District of Ucluelet.**
5. Once Sign is approved and constructed, the District requests that a digital photograph of the sign is submitted for database purposes.

## SCHEDULE "B" Sign Permit Application

**\*\* Supply Two Scaled Drawings of the Sign with this Application \*\***

PERMANENT SIGN                       TEMPORARY SIGN

1. Registered Owner(s): \_\_\_\_\_
2. Legal Description: \_\_\_\_\_
3. Civic Address: \_\_\_\_\_
4. Sign Permit Applicant(s): \_\_\_\_\_
5. Mailing Address of Owner(s): \_\_\_\_\_  
     ▪ Phone: \_\_\_\_\_
6. Mailing Address of Applicant: \_\_\_\_\_  
     ▪ Phone: \_\_\_\_\_
7. Zoning of Subject Property: \_\_\_\_\_
8. Building Width: \_\_\_\_\_ Property Frontage: \_\_\_\_\_
9. Existing Signs:  Yes  No Details: \_\_\_\_\_
10. Type of Work:      New                       Addition                       Alteration                       Move
11. Type of Sign (refer to Schedule "A" for Code): \_\_\_\_\_
12. Sign Dimensions: Height \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_  
     Sign Area (m<sup>2</sup>): \_\_\_\_\_ Height of Sign from Finished Grade: \_\_\_\_\_
13. Sign Design: Material \_\_\_\_\_ Colour \_\_\_\_\_ Illumination: \_\_\_\_\_
14. Value of Sign and Installation (\$): \_\_\_\_\_
15. Encroachment Agreement Required:      Yes                       No

16. **NOTICE:**

I, the undersigned, being the owner/agent for the owner of the property described, apply for a permit to do work detailed in this application. In consideration for this permit, I agree for myself and my assigns to indemnify and keep harmless the District of Ucluelet and its officers against and from all claims, liabilities, judgments, costs and expenses, which may accrue from granting this permit, or which may be brought or made against the District of Ucluelet, or its officers, in respect of any matter arising out of works contemplated therein. This permit and/or the approval of plans or specifications supporting the application does not:

- a) I understand, agree, and will abide with the District of Ucluelet Sign Bylaw.

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

\_\_\_\_\_  
Date

17. All contractors and subcontractors require a valid business license to operate and display signage within the boundaries of the District of Ucluelet.

Type of Sign	Fee
Permanent Sign up to 3m <sup>2</sup>	\$75.00
Permanent Sign over 3m <sup>2</sup>	\$150.00
Temporary Sign	\$30.00
Sign Variance Application	\$50.00

**OFFICE USE ONLY**

Sign Permit Fee: _____	Receipt No: _____
Approved By: _____	Date Approved: _____
Installation Inspected: _____	Bylaw Officer Inspection: _____

Sign Bylaw No. 1060, 2007

**SCHEDULE “C” Violations & Penalties**

<b>Offence</b>	<b>Section</b>	<b>Fine- First Offense</b>	<b>Fine – 2<sup>nd</sup> &amp; Each Subsequent Offense</b>
Locate, suspend a sign over a public right of way, street, sidewalk or public place	2.1.7, 3.2	\$100.00	\$200.00
Failure to complete work within 90 days	2.1.8	\$100.00	\$200.00
Failure to remove temporary sign	2.4.2, 3.6.1	\$100.00	\$200.00
Exceed permitted dimension of painted window or window signs	2.5(b)	\$100.00	\$200.00
Occupant of premise sign exceeding allowable dimension	2.5(f)	\$100.00	\$200.00
Campaign signs erected or exceeding allotted time frame or permitted size	2.5(m)	\$100.00	\$200.00
Exceeding allowable number of real estate signs or permitted days after possession	2.5(n)	\$100.00	\$200.00
Exceed total number of contracting or construction signs to building permit or exceed allowable days after occupancy	2.5(o)	\$100.00	\$200.00
Exceed third party sign area or height	3.3.1	\$100.00	\$200.00
Display a prohibited sign	3.4.1	\$100.00	\$200.00
Exceed allowable number of Promotional signs	3.7.1	\$100.00	\$200.00
Failure to adhere to Construction/Projects Sign regulations	3.8.1(a)(b), 3.8.2 (a)(b), 3.8.3, 3.8.4	\$100.00	\$200.00
Exceed number, height, dimension or display time of a Community events/Special Occasion sign	3.10.1(a)(b)	\$100.00	\$200.00
Failure to adhere to Real Estate sign regulations	3.11.1(a)(b)(c), 3.11.2,3.11.3,3.11.4,3.11.5, 3.11.6	\$100.00	\$200.00
Failure to adhere to Directional sign regulations	3.13.1,3.13.2(a)(b)(c), 3.13.3, 3.13.4	\$100.00	\$200.00
Failure to adhere to Business directory sign regulations	3.14.1(a)(b)(c)(i)(ii)(iii), (d), 3.14.2, 3.14.3	\$100.00	\$200.00
Failure to adhere to Sandwich board sign regulations	3.15.1(a)(b), 3.15.2, 3.15.3, 3.15.4,3.15.5, 3.15.6, 3.15.7	\$100.00	\$200.00
Failure to comply to Prohibited sign regulations	3.16.1	\$100.00	\$200.00
Failure to adhere to Freestanding signs regulations	3.17.1 (a(i)(ii)(b)(i)(ii)(c(i)(ii))), 3.17.2, 3.17.3, 3.17.4, 3.17.5	\$100.00	\$200.00
Satellite dish containing advertising	3.18.1	\$100.00	\$200.00
Failure to adhere to Projecting sign regulations	3.19.1 (a)(b), 3.19.2, 3.19.3,	\$100.00	\$200.00

	3.19.4, 3.19.5, 3.19.6,3.19.7, 3.19.8.		
Failure to comply with Canopy/Awning sign regulations	3.20.1(a)(b)(c), 3.20.2, 3.20.3, 3.20.4, 3.20.5, 3.20.6, 3.20.7, 3.20.8	\$100.00	\$200.00
Failure to comply with Fascia Sign regulations	3.21.1(a)(b)(c) (d), 3.21.2, 3.21.3, 3.21.4, 3.21.5	\$100.00	\$200.00
Failure to comply with Fence sign regulations	3.22.1(a)(b), 3.22.2, 3.22.3, 3.22.4	\$100.00	\$200.00
Failure to comply with Permanent Painted Wall Sign and mural regulations	3.23.1, 3.23.2, 2.32.3, 2.32.4, 3.23.5	\$100.00	\$200.00
Fail to maintain supports, fastenings in a secure safe condition	5.1.1	\$100.00	\$200.00
Affix a sign to a fire escape	5.1.2	\$100.00	\$200.00
Affix a sign to a tree or other natural vegetation	5.1.3	\$100.00	\$200.00
Failure to comply with sign design guidelines and requirements	5.2.1(a)(b)(c)(d)(e) (f)(g) (h)(i)(j) (k)(l)(m)(n)(o)	\$100.00	\$200.00
Failure to comply with sign clearance and construction requirements	5.3.1, 5.3.2, 5.3.3, 5.3.4	\$100.00	\$200.00
Erect a sign that blocks, obstructs, interferes with a persons view of traffic or pedestrians	5.5	\$100.00	\$200.00
Fail to comply with corrosion or metal restrictions	5.6.1, 5.6.2	\$100.00	\$200.00
Fail to have a valid permit to upgrade or replace an existing sign.	6.2.1	\$100.00	\$200.00
Fail to upgrade a nonconforming banner or temporary sign in 60 days	6.22	\$100.00	\$200.00
Fail to remove obsolete sign or framework within specified timeline	6.3.1	\$100.00	\$200.00
Obstruct a Bylaw Enforcement Officer	6.5.1	\$100.00	\$200.00
Allow the erection, construction, relocation, alteration, painting, placement of a sign without a permit or contrary to this bylaw	6.5.2, 6.5.3	\$100.00	\$200.00



## **SCHEDULE “D” Variance Guidelines**

### **BYLAW NO. 1060, 2007 SIGNAGE VARIANCE PERMIT GUIDELINES**

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It is expected that in some cases, business person(s) may feel that due to problems encountered on a specific site, the provisions of the Sign Bylaw do not allow for the location and erection of adequate signage. In such cases, Council may be approached to allow a variance from the provisions of the Sign Bylaw.

It is recognized that such variances may be requested for a number of reasons, such as site topography, building location and height, signs on adjacent property, etc. Council will deal with the merits of each request on an individual basis.

In order to manage the Signage Variance Permit process in a consistent manner and avoid the potential total disregard of the intent of the sign regulations, the District has created a set of Signage Variance Permit Guidelines.

1. Awning and canopy signs: These categories are not likely to require a Sign Variance Permit, however, if one is requested it will be reviewed on its relative merits.
2. Fascia signs: A Sign Variance Permit will not be considered in this category.
3. Freestanding signs: Each application will be reviewed on its own merits.
4. Projecting signs: Each application will be reviewed on its own merits.
5. Painted/mural wall signs: Each application will be reviewed on its own merits.
6. Portable and Inflatable signs: A Sign Permit Variance will not be considered in this category.

## SCHEDULE "E" Units Table

### BYLAW NO. 1060, 2007 METRIC CONVERSION TABLE

**M<sup>2</sup> to FT<sup>2</sup>**

**M to F**

<b>Square Metres (M<sup>2</sup>)</b>	<b>Square Feet (FT<sup>2</sup>)</b>		<b>Metres (M)</b>	<b>Feet (FT)</b>
0.1 m <sup>2</sup>	1.08 ft <sup>2</sup>		0.1 m	0.33 ft
0.2 m <sup>2</sup>	2.2 ft <sup>2</sup>		0.2 m	0.66 ft
0.3 m <sup>2</sup>	3.2 ft <sup>2</sup>		0.3 m	0.98 ft
0.4 m <sup>2</sup>	4.3 ft <sup>2</sup>		0.4 m	1.3 ft
0.5 m <sup>2</sup>	5.4 ft <sup>2</sup>		0.5 m	1.6 ft
0.6 m <sup>2</sup>	6.5 ft <sup>2</sup>		0.6 m	2 ft
0.7 m <sup>2</sup>	7.5 ft <sup>2</sup>		0.7 m	2.3 ft
0.8 m <sup>2</sup>	8.6 ft <sup>2</sup>		0.8 m	2.6 ft
0.9 m <sup>2</sup>	9.7 ft <sup>2</sup>		0.9 m	3 ft
1.0 m <sup>2</sup>	10.8 ft <sup>2</sup>		1.0 m	3.3 ft
2.0 m <sup>2</sup>	21.5 ft <sup>2</sup>		2.0 m	6.6 ft
3.0 m <sup>2</sup>	32.3 ft <sup>2</sup>		3.0 m	9.8 ft
4.0 m <sup>2</sup>	43.1 ft <sup>2</sup>		4.0 m	13.1 ft
5.0 m <sup>2</sup>	53.8 ft <sup>2</sup>		5.0 m	16.4 ft
6.0 m <sup>2</sup>	64.6 ft <sup>2</sup>		6.0 m	20 ft
7.0 m <sup>2</sup>	75.3 ft <sup>2</sup>		7.0 m	23 ft
8.0 m <sup>2</sup>	86.1 ft <sup>2</sup>		8.0 m	26.2 ft
9.0 m <sup>2</sup>	96.9 ft <sup>2</sup>		9.0 m	30 ft
10 m <sup>2</sup>	107.6 ft <sup>2</sup>		10 m	33 ft
11 m <sup>2</sup>	118.4 ft <sup>2</sup>		11 m	36 ft
12 m <sup>2</sup>	129.1 ft <sup>2</sup>		12 m	39.3 ft
13 m <sup>2</sup>	139.9 ft <sup>2</sup>		13 m	43 ft
14 m <sup>2</sup>	150.7 ft <sup>2</sup>		14 m	46 ft
15 m <sup>2</sup>	161.5 ft <sup>2</sup>		15 m	49.2 ft
16 m <sup>2</sup>	172.2 ft <sup>2</sup>		16 m	52.4 ft
17 m <sup>2</sup>	183 ft <sup>2</sup>		17 m	56 ft
18 m <sup>2</sup>	193.8 ft <sup>2</sup>		18 m	59 ft
19 m <sup>2</sup>	204.5 ft <sup>2</sup>		19 m	62.3 ft
20 m <sup>2</sup>	215.3 ft <sup>2</sup>		20 m	66 ft

**SCHEDULE "F" Encroachment Agreement**

**BYLAW NO. 1060, 2007  
ENCROACHMENT AGREEMENT**

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN: District of Ucluelet**  
P.O. Box 999, 200 Main Street  
Ucluelet, British Columbia  
V0R 3A0

**(the "Municipality")**

**AND:**

\_\_\_\_\_  
**(the "Owner")**

**GIVEN THAT:**

The **Owner** is the registered owner in fee simple of those lands and premises in the District of Ucluelet located at \_\_\_\_\_ and legally described as:

\_\_\_\_\_  
**(the "Lands")**

**WHEREAS** the Owner of the lands 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 lands, 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:
  - a) Adjoining 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".

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 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 Municipality Act, and amendments thereto.
3. The Owner covenants and agrees:
  - a) that we will pay to the Municipality the fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) upon the execution of this agreement; and also for the permission hereby granted the annual sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) the first of said annual payments to be payable upon the execution of this agreement and the ensuing annual payments to be paid on the first day of \_\_\_\_\_ in each and every year during the continuance 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 maintenance 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/her 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) if requested to do so by the Municipal Treasurer, to deposit with the Municipality a policy of public liability insurance in a form and amount acceptable to the Municipal Treasurer insuring both the owner and the Municipality against any loss resulting from the occurrences mentioned in (b) above. 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 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;

## **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 or 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 personal 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 times 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 anytime 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
  - c) the owner covenants that, in the event of the Municipality effecting any such alteration as foresaid 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/she 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 foresaid, 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, at his/her expense, keep and maintain the said works in good and sufficient repair to the satisfaction of the Municipal Engineer and/or the Superintendent of Public Works;
  - c) in the event of the termination of this agreement from any cause whatsoever, the owner will, at his/her 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, with 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 and/or Superintendent of Public Works; and
  - 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 and/or Superintendent of Public Works, or failing to remove any structure or works or to fill up any excavation, the Municipal Engineer and/or Superintendent of Public Works shall make such repairs, including structural changes, when by him/her 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 and/or Superintendent of Public Works, and the owner shall pay the costs of such work to the Municipality forthwith, and in default of payment thereof, the amount of such cost and interest at six (6) percent 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 endure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
8. Words herein importing the singular number, or the masculine gender 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, words herein shall bear the same meaning as in municipal bylaws aforesaid.

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

SIGNED, SEALED, AND DELIVERED

by \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

The Common Seal of  
Was hereto affixed in the (SEAL)  
presence of:

\_\_\_\_\_  
The Common Seal of the District  
of Ucluelet was hereto affixed in (SEAL)  
the presence of:

\_\_\_\_\_  
Dianne St. Jacques  
Mayor

\_\_\_\_\_  
Gale Shier  
Corporate Officer

THIS IS SCHEDULE "E" ATTACHED TO AND FORMING PART OF SIGN BYLAW NO.  
1060, 2007.

\_\_\_\_\_  
Gale Shier  
Corporate Officer

## **SCHEDULE "G" Fee Schedule**

- 1) Where a sign permit is required to be issued under Bylaw No.1060, 2007, a non-refundable application fee is payable as follows:
  - a. \$75.00 for each fixed, permanent sign with a sign area up to 3m<sup>2</sup>;
  - or**
  - b. \$150.00 for each fixed, permanent sign with a sign area exceeding 3m<sup>2</sup>; or
  - c. \$30.00 for each temporary sign; and
  - d. Additional \$50.00 for Sign Variance Application