

DISTRICT OF SQUAMISH

BYLAW NO. 1582, 2000

As Amended by Bylaw No. 1706, 1772, 2012, 2165 and 2183

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A bylaw to regulate, control and prohibit *signs* within the District of Squamish.

WHEREAS under Sections 543 and 908 of the *Local Government Act*, a local government may by bylaw regulate the number, size, type, appearance and location of *signs*;

AND WHEREAS the power to regulate includes the power to prohibit, except that a *sign* that is located on a *parcel* and relates to or identifies a use on that parcel must not be prohibited;

NOW THEREFORE the Council of the District of Squamish, in open meeting assembled, enacts as follows:

SECTION 1 TITLE

- 1.1. This Bylaw may be cited for all purposes as District of Squamish Sign Bylaw No. 1582, 2000.
- 1.2. District of Squamish Sign Regulation Bylaw No. 825, 1983 is hereby repealed.

SECTION 2 DEFINITIONS

2.1 In this Bylaw:

Animated Sign means a *sign* any portion of which is designed to move or change in colour, but does not include a *sign* displaying only time, temperature or date information or a *sign* with wind activated motion only and without *copy*.

Awning means a *canopy* constructed mainly of fabric.

Awning Sign means a sign displayed on an awning.

Awning Sign, Under means a *sign* mounted beneath, and supported by, an *awning*.

Balcony Sign means a *sign* supported on or against, or suspended over, a balcony.

Banner means a piece of fabric or other light weight material secured to a fixed object on one or more sides to which may be applied a graphic composition, but does not include a *flag*.

Banner Sign means a *banner* displaying *copy*.

Bench Sign means a *sign* forming part of a bench provided for public use on public or private property.

Billboard means any *sign* other than a *Banner Sign*, *Community Activity Sign*, *Community Directory and Directional Sign*, and *Directional Sign* which displays *third party advertising*.

Building Inspector means the person or persons appointed to that position from time to time by the Council.

Bus Shelter Sign means a *sign* forming part of a pedestrian shelter located at a bus stop.

Business Park means 10 or more contiguous parcels zoned I-1 (Light Industrial) or I-3 (Industrial General).

Canopy means a permanently fixed structure which projects from the face of a building for the purpose of providing protection from the weather.

Canopy Sign, Under means a *sign* mounted beneath, and supported by, a *canopy*.

Changeable Copy means *copy* that can be changed manually or electronically using detachable letters, characters, numbers, pictorial panels or graphics.

Clearance means the vertical distance from *grade* to the underside of the *sign* or its supporting structure, whichever is less.

Colours, Corporate means the colour scheme regularly used to identify the premises of a business enterprise that operates at multiple locations through branch offices or franchises.

Community Activity Sign means a *temporary sign* for a charitable, civic, patriotic, or religious purpose indicating that a community activity is to be, or is being carried on.

Community Development means a new residential development consisting of 10 or more contiguous parcels or a *District* development.

Community Directory and Directional Sign means a *freestanding sign* designed to provide information about community activities, Squamish and area businesses, and tourist attractions.

Comprehensive Sign Plan means a plan to regulate *signs* on a *site*, approved by Development Permit, which may specify the number, type, location, size, and general design of signs.

Construction Site Sign means a *sign*, or group of related *signs*, used to identify a *site* as the location of a land development or building project being planned or under construction which may include a graphic rendering of the project, and may identify the owner, source of financing, general contractor, sub-trades, architects, engineers and others associated with the planning, design and development of the project.

Copy Area means the smallest area within a rectangle, triangle or circle, or a combination of these **shapes**, which encloses all the *copy* on a *sign*.

Copy means the letters, characters, numbers, and graphics which make up the message on a *sign*.

Council means the Council of the *District*.

Directional Sign means a *sign* directing persons or traffic, or indicating the direction or route from such *sign* to a business, place, event or other establishment on or within the *site*.

Directory Sign means a *sign* which provides name and address of the occupants of individual *premises* located on the *site* on which the sign is located or within 400 metres of the sign in a *business park*.

District means the District of Squamish.

Election Sign means a *sign* displaying *copy* related to an election or referendum.

Electronic Message Board means a sign displaying *copy* that can be changed automatically by means of the electronic switching of individual light sources, other than *copy* that indicates only time, temperature and date.

Facade means the exterior front, side or rear face of a building or business premises.

Fascia Sign means a *sign* mounted or painted on a building *facade*.

Flag means a piece of fabric to which is applied the graphic representation of a political entity such as a country, province, or municipality.

Flashing Sign means a *sign* containing an intermittent or flashing light source, but does not include an *electronic message board*.

Freestanding sign means a *sign* which is attached to the ground and is structurally independent of any building or structure.

Frontage means the boundary, or length thereof, of any *site* or premises abutting a *street*. Boundaries abutting different *streets* are considered to be different *frontages*.

General Manager means the *General Manager of Community Services* of the District, including any designated representative.

Grade means the elevation of the finished ground surface directly below a *sign*.

Height means the vertical distance from *grade* to the top of the *sign* or its supporting structure, whichever is greater.

Home Occupation Sign means a *sign* which indicates that a home occupation is carried out within a residential *premises*.

Identification Sign means a *sign* which displays the address of the *premises* on which it is located, and the name and activity of the occupant of the *premises*, but does not **display** any other advertising.

Illuminated Sign, Directly means a *sign* designed to emit artificial light, including a backlit fluorescent *sign* but excluding a neon *sign*.

Illuminated Sign, Indirectly means a *sign* which reflects light from a source intentionally directed upon it.

Inflatable Sign means a *sign* which maintains its rigidity by means of internal pneumatic pressure, and which may be lighter than air.

Logo means a symbolic representation not including any words, names or numbers unless part of a registered trademark, which is used to simplify the advertising of a product, business, service or activity, and which contains no additional identification, information or message.

Mural means a graphic representation on the exterior of a building or structure which is entirely decorative and has no identification, advertising or information purpose.

Neighbourhood Identification Sign means a *sign* that is erected directly on the ground or on a designed base, which identifies a residential neighbourhood or business park within the municipality.

Parcel means a lot or other area in which land is held or into which land is subdivided.

Portable Sign means a *sign* which is self-supporting, easily moved, and not permanently attached to the ground, a building, or a vehicle.

Poster means a piece of paper, plastic, or similar light material onto which has been applied a graphic *design* and which is usually displayed by being affixed to a wall or other rigid surface.

Prohibition Sign means a *sign* displayed or required to be displayed by the District or other government which provides a warning, prohibition or penalty respecting the *site* or *premises* on which it is located.

Projecting Sign means a *sign* with two *sign faces* which is attached to and projects perpendicularly from a building *facade*.

Public Notice Sign means a *sign* displayed or required to be displayed by the *District* or other government and providing information or instructions related to the *site* on which it is located.

Real Estate Sign means a *sign* which advertises real property for sale, lease or rent.

Roof Line means the line made by the intersection of a building highest roof covering, or the top of a parapet wall or mansard roof.

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Roof Sign means a *sign* which is located above the *roof line* of a building.

Rotating Sign means a *sign* or portion of a *sign* which moves in a rotating or similar manner.

Sandwich Board Sign means a *portable sign* consisting of two *sign faces* with rigid surfaces attached at one edge.

Sign means any visual communications device which is visible from any *street* and which, by means of *copy*, attracts attention for advertising, identification or information purposes.

Sign Area means the total surface area within the physical or visual borders of a *sign*, counting all *sign faces*.

Sign, Double Sided means a *sign* with *copy* on two sides, each facing 180 degrees apart.

Signable Area means those areas on a building or those locations on a *site* where *signs* may be permitted by a *Comprehensive Sign Plan*.

Sign Face means a distinct side on a *sign* where *copy* may be placed but includes only one side of a double sided *sign*.

Sign Permit means an authorization in writing issued by the *Building Inspector* pursuant to this Bylaw.

Site means an area of land consisting of one or more adjoining *parcels* or lots, having unified ownership, management or purpose, abutting on a *street*.

Storefront Sign means a *fascia sign* mounted below an *awning* or *canopy*.

Street means a public *street*, road, highway, bridge or lane.

Temporary Sign means a *sign* erected for not more than 40 days in a calendar year.

Third Party Advertising means any *copy* of a *sign* which directs attention to products sold or services provided on premises other than the premises on which the *sign* is located.

Vehicle Sign means a *sign* painted on, attached to or projecting from a vehicle **and** having an area in excess of 0.4 m² (4 square feet) for one *sign face* or a total *sign area* in excess of 1.1 m² (12 square feet).

Window Sign means a *sign* painted on, attached to or installed inside a window or within 0.3 metres (one foot) of a window, intended to be viewed from outside the premises in which the window is located.

2.2 Words in italics in this Bylaw are defined in Section 2.1.

2.3 Imperial Measurements

2.3.1. Standard international units (metric) are used for all measurements in this Bylaw.

2.3.2. Approximate Imperial measurements are included in brackets for convenience only.

2.4. A reference in this bylaw to a zone or category of zones is a reference to a zone or category of zones in District of Squamish Zoning Bylaw No. 1342, 1995 and for the purposes of this Bylaw the CD zones established by Bylaw No. 1342 prior to the adoption of this bylaw shall be considered to have the following designations:

CD-2	C-4
CD-5	RM-3
CD-6	I-1
CD-7	C-2
CD-9	RS-1
CD-10	C-4
CD-12	C-3 & C-5
CD-13	Resource (RE)
CD-14	I-1
CD-15	C-5
CD-16	C-3
CD-17	C-4
CD-19	C-1
CD-20	RM-2
CD-21	C-4
CD-22	C-3
CD-23	RM-2

and Residential 2A will be considered as RS-2 and Industrial I-1A as I-1.

2.5 This bylaw applies to signs in CD zones established by Bylaw No. 1342 after the adoption of this bylaw, in accordance with the provisions of those CD zones respecting signs.

SECTION 3

PROHIBITED and EXEMPTED SIGNS

- 3.1. *Signs* that are not expressly permitted in this Bylaw are prohibited.
- 3.2. Without restricting or limiting the generality of Section 3.1, the following types of *signs* are specifically prohibited:
 - 3.2.1. *Animated Signs;*
 - 3.2.2. *Balcony Signs;*
 - 3.2.3. *Billboards;*
 - 3.2.4. *Electronic Message Board Signs;*
 - 3.2.5. *Flashing Signs;*
 - 3.2.6. *Portable Signs, except Sandwich Board Signs;*
 - 3.2.7. *Roof Signs;*
 - 3.2.8. *Rotating Signs;*
 - 3.2.9. *Vehicle Signs, when the vehicle is stationary and visible from a street and the vehicle is placed primarily for the purpose of displaying the vehicle sign(s) or the structure or part of the vehicle to which the sign is attached has no purpose other than to support the sign; and*
 - 3.2.10. *Signs containing third party advertising except as permitted in Sections 4.2, 4.3, 4.4, 4.7, 4.15.5 and 4.15.6.*
- 3.3. The following are types of signs not regulated by this Bylaw:
 - 3.3.1. *Banners;*
 - 3.3.2. *Bench Signs;*
 - 3.3.3. *Bus Shelter Signs;*
 - 3.3.4. *Community Activity Signs with a maximum sign area on a site of 3.0 m² (32 square feet) subject to a maximum display time of 48 hours in a one month period;*
 - 3.3.5. *Fascia Signs containing only the name, address and hours of operation of the business premises to which the signs are affixed subject to a maximum letter dimension of 0.15 metre (6 inches);*
 - 3.3.6. *Flags;*
 - 3.3.7. *Identification Signs subject to a maximum letter dimension of .15 metre (6 inches);*
 - 3.3.8. *Murals;*
 - 3.3.9. *Prohibition Signs;*
 - 3.3.10. *Public Notice Signs;*
 - 3.3.11. *Signs within a building, a parking structure or an open assembly area to which entrance is controlled, and not visible from outside the building or areas in which they are displayed;*
 - 3.3.12. *Signs which form an integral part of appliances such as telephones, vending machines and gas pumps;*

- 3.3.13 *Street name signs, traffic control signs and other signs* required to regulate and manage traffic as authorized by the *Director*;
- 3.3.14. *Signs with a sign area* under 0.1 m² (1 sq. ft.).

SECTION 4 PERMITTED SIGNS

4.1. Awning Sign Provisions

- 4.1.1 An *awning sign* is permitted on land zoned C (Commercial), I (Industrial), or P (Neighbourhood Civic, Assembly District or Park and Public Use) provided the *awning* extends a minimum of 1.5 metres (5 feet) from the building face and complies with sections 4.1.5 to 4.1.6.
- 4.1.2. *Copy* including a *logo* on an *awning sign* shall not exceed in length 50% of the width of the awning.
- 4.1.3. *Copy* including a *logo* on an *awning sign* shall not exceed a vertical dimension of 0.6 metres (2 feet).
- 4.1.4. *Directly illuminated awning signs* are not permitted.
- 4.1.5. *Awning* fabric shall be opaque.
- 4.1.6. *Awning* colours shall be selected from the range described in Schedule “B”; in particular, bright “chemical” colours such as magenta, orange, bright red and violet and fluorescent colours are not permitted.

4.2. Banner Sign Provisions

- 4.2.1. A *freestanding banner sign* identifying the *District* or for a civic or patriotic purpose is permitted on a *street* subject to the approval of the *General Manager*.
- 4.2.2. One *freestanding banner sign* is permitted on any *site* for every 40 metres (130 feet) of *frontage* subject to a maximum *sign area* of 5.0 m² (54 square feet) on any *sign face*.
- 4.2.3. One *temporary banner sign* is permitted on a building façade on any *site* but shall not exceed in length one third of the width of the business premises or a vertical dimension of 1.0 metre (3 feet).

4.3. Community Activity Sign Provisions

- 4.3.1. *Community activity signs* are permitted in the form of *banner signs, freestanding or fascia signs* for a maximum of 30 days for any event.
- 4.3.2. A maximum *sign area* of 6.0 m² (65 square feet) is permitted for all *community activity signs* on one *site*.

4.4. Community Directory and Directional Sign Provisions

4.4.1. One *community directory and directional sign* is permitted on any *site* zoned P, C-3 (Tourist Commercial), C-4 (Downtown Commercial), C-7 (Highway Commercial) or RE (Resource).

4.4.2. A *community directory and directional sign* may contain *third party advertising* not exceeding 50% of the *copy area*.

4.4.3. A *community directory and directional sign* shall not exceed a *height* of 3.0 metres (10 feet).

4.4.4. At least 50% of the *sign area* of a *community directory and directional sign* shall be contained within or under a structure designed to provide weather protection to the reader.

4.4.5. A *community directory and directional sign* shall comply with the Municipal Design Guidelines as adopted by *Council* resolution on October 5, 1999, amended and attached as Schedule D (Bylaw No. 1706)

4.5. Comprehensive Sign Plan Provisions

4.5.1. A *comprehensive sign plan* may be approved through a Development Permit, which may establish more precise *sign* requirements for a particular *site* and vary or supplement one or more provisions of this Bylaw.

4.5.2. A *comprehensive sign plan* shall identify the *signable area* on a *site*, the types of *signs* that are permitted and their maximum dimensions.

4.5.3. *Sign permit* applications within an area for which a *comprehensive sign plan* has been approved must comply with the provisions of the *comprehensive sign plan*.

4.6. Construction Site Sign Provisions

4.6.1. One temporary non-illuminated *construction site sign* is permitted for each street frontage of any *site* for which a building permit has been issued in any RM (Multiple Family Residential), CD (Comprehensive Development), P, RE, C and I zone with each *sign* subject to a maximum *sign area* of 6.0 m² (65 square feet).

4.6.2. One temporary non-illuminated *construction site sign* is permitted on any *parcel* in an R(all residential) or RL (Rural) zone subject to a maximum *sign area* of 1.0 m² (10 square feet).

4.6.3. *Construction site signs* must be removed upon completion of the construction to which they pertain.

4.7. Directional Sign Provisions

4.7.1. A maximum of two *directional signs* are permitted on a *site* other than land zoned RS (Residential) or RL with each *sign* subject to a maximum *sign area* of 0.19m² (2 square feet).

- 4.7.2. A maximum of two *indirectly illuminated directional signs* giving directions to a *community development* are permitted within 5 kilometres of the *community development* to which they pertain subject to:
- a) a maximum *sign area* of 6.0 m² (65 square feet) for each *sign*;
 - b) restriction of copy to the name of, type of, and directions to the *community development*; and
 - c) removal of the *sign* within one year of the issuance of the permit that authorizes the sign.
- 4.7.3. A maximum of three additional *directional signs* are permitted between the location of a *sign* permitted under Section 4.7.2. and the *community development* to which it pertains, subject to a maximum *height* of 1.8 metres, a maximum *sign area* of 0.8 m² (8.6 square feet) for each *sign*, and subsections 4.7.2 (b) and (c).

4.8. Directory Sign Provisions

- 4.8.1. One *fascia directory sign* is permitted on a *site* zoned C, I, RM, or P subject to a maximum *sign area* of 1.0 m² (10 square feet).
- 4.8.2. One *fascia directory sign* is permitted on a *site* in a *business park* subject to a maximum *sign area* of 3.0 m² (32 square feet).

4.9. Election Sign Provisions

- 4.9.1. Non-illuminated election signs are permitted subject to a maximum sign area on one sign face of 3.0 m² (32 square feet), a maximum total sign area of 6.0 m² (65 square feet) and a maximum height of 3.0 metres (10 feet).
- 4.9.2. Election signs shall not be attached or affixed to any utility pole, lamp standard or traffic control device.
- 4.9.3. Election bag lawn signs are not permitted.
- 4.9.4. An election sign must be removed within three days of the general voting day to which it pertains and is subject to compliance with all provisions of the Highway Act.

4.10. Fascia Sign Provisions

- 4.10.1. One *fascia sign* is permitted for each *street frontage* on a *site* zoned C, I, P, and RE.
- 4.10.2. A *fascia sign* on land zoned C-1, C-4, C-5 and C-6 and P is subject to one of the following three sets of requirements:
1. a) Materials shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC) such as SINTRA as manufactured by Alucobond Technologies, Inc., natural stone, granite or fibreglass rock;

- b) Not less than 50% of the *sign area* shall remain exposed cedar, unfinished PVC, natural stone, granite, or fibreglass rock;
 - c) Graphics shall be limited to two additional colours;
 - d) Finishes shall be matte or low lustre; and
 - e) The maximum *sign area* shall be 8.0 m² (86 square feet) and the sign shall not exceed in length 50% of the width of the premises to which the sign pertains nor a vertical dimension of 1.0 metre (3 feet) as illustrated in Schedule "C"; OR
- 2.
 - a) Materials shall be neatly cut out or cast individual three-dimensional letters in a recognized type style or corporate *logo*;
 - b) The *fascia sign* copy shall be limited to one type style in no more than three lines with a maximum letter dimension of 0.3 metres (one foot);
 - c) Colours shall be selected from the range described in Schedule "B"; and in particular bright 'chemical' colours such as magenta, orange, yellow, green, red and violet or fluorescent colours are not permitted; and
 - d) The maximum *sign area* shall be 8.0 m² (86 square feet) and the sign shall not exceed in length 50% of the width of the premises to which it pertains or a vertical dimension of 1.0 metre (3 feet) as illustrated in Schedule "C"; OR
- 3.
 - a) A directly *illuminated sign* provided that the maximum *sign area* shall be 8.0 m² (86 square feet) and shall not exceed in length 50% of the width of the premises to which it pertains or a vertical dimension of 1.0 metre (3 feet).
- 4.10.3. A *fascia sign* permitted in Section 4.10.2. may be illuminated by *indirect illumination* only through means such as vandal-resistant shielded ground lights or gooseneck lights as illustrated in Schedule "C".
- 4.10.4. A *fascia sign* permitted in Section 4.10.2. shall be centered horizontally in the width of the business premises and vertically between the top of the *canopy* or *awning*, if applicable, and the top of the building or the sill line of the second floor window, whichever is lower as illustrated in Schedule "C".
- 4.10.5. A *fascia sign* is permitted on land zoned C-2, C-3, C-7 and I subject to a maximum *sign area* of 8.0 m² (86 square feet) and shall not exceed more than 50% of the width of the business premises or a vertical dimension of 1.0 metre (3 feet).
- 4.10.6. A *fascia sign* permitted in Section 4.10.5. may be illuminated through *indirect* or *direct illumination*. Backgrounds shall be dark with light text and graphics.
- 4.10.7. The *copy area* shall not exceed 50% of the *sign area*.
- 4.10.8. All metal components of *fascia signs* shall be black or dark green.

4.11. Freestanding Sign Provisions

4.11.1. One *freestanding sign* is permitted on a *site* zoned C-2, C-3, C-7, RE and I subject to:

- a) a minimum *site frontage* of 20 metres (66 feet);
- b) a *sign area* of 0.5 m² (5.38 square feet) per lineal metre of *frontage* to a maximum *sign area* of 24.0 m² (260 square feet); and
- c) a maximum *height* of 10.0 metres (33 feet).

4.11.2. A *freestanding sign* permitted in Section 4.11.1. may be *directly* or *indirectly illuminated*.

4.11.3. One *freestanding sign* is permitted for each *street frontage* of a *site* zoned C-1, C-5, C-6, and P subject to the following dimensions:

- a) maximum *height* of 3.6 metres (12 feet); and
- b) maximum *sign area* on one *sign face* of 12 m² (124 square feet).

4.11.4. A *freestanding sign* on land zoned C-1, C-5, C-6, and P shall be constructed as follows:

- a) Materials except structural components shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC) such as SINTRA as manufactured by Alucobond Technologies, Inc., natural stone, granite or fibreglass rock ;
- b) Not less than 50% of the *sign area* shall remain exposed cedar, unfinished PVC, natural stone, granite or fibreglass rock;
- c) Graphics shall be limited to two additional colours; and
- d) Finishes shall be matte or low lustre.

4.11.5. A *freestanding sign* permitted in Sections 4.11.3. and 4.11.4. may be illuminated by *indirect illumination* only through means such as vandal-resistant shielded ground lights or gooseneck lights as illustrated in Schedule "C".

4.11.6. All metal components of *freestanding signs* shall be black or dark green.

4.11.7. One *freestanding sign* is permitted on a C-2 zoned *site* occupied by a gasoline service station subject to a maximum *height* of 2.0 metres (6' feet).

4.11.8. A *freestanding sign* shall not project onto any *street*.

4.11.9. A second *freestanding sign* containing *changeable copy* is permitted on a *site* zoned C, I or P subject to:

- a) a maximum *sign area* of 3.0 m² (32 square feet); and
- b) a maximum *height* of 2.0 metres (6 □ feet).

4.12. Home Occupation Sign Provisions

4.12.1. One *home occupation sign* is permitted on a *site* in a residential zone for which a business licence has been issued.

4.12.2. The *home occupation sign* may consist of a *fascia, freestanding or projecting sign*.

4.12.3. The maximum *sign area* shall be 0.2 m² (2.1 square feet) for a *fascia, freestanding or projecting sign* with two *sign faces* as illustrated in Schedule "C".

4.12.4. A *freestanding sign* shall not exceed a *height* of 2.0 metres (6 feet).

4.12.5. A *home occupation sign* shall not be illuminated.

4.12.6. A *home occupation sign* shall be constructed as follows:

- a) Materials except structural components shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC) such as SINTRA as manufactured by Alucobond Technologies, Inc.;
- b) Any portion of the *sign* not used for *copy* shall remain exposed natural wood or unfinished PVC;
- c) Graphics shall be limited to two additional colours;
- d) Finishes shall be matte or low lustre; and
- e) Any suspension chains or devices shall be plumb.

4.13. **Inflatable Sign Provisions**

4.13.1 An *inflatable sign* is permitted as a *temporary sign*.

4.14. **Projecting Sign Provisions**

4.14.1. A *projecting sign* is permitted on any *site* zoned C, I and P provided that the *sign* does not project from the *façade* more than 1.2 metres (4 feet) and two *sign faces* are provided.

4.14.2. A *projecting sign* may be illuminated by *indirect illumination* only through such means as vandal-resistant shielded ground lights or gooseneck lights as illustrated in Schedule "C".

4.14.3. Only one *projecting sign* is permitted for a business premises.

4.14.4. A *projecting sign* shall not exceed a *sign area* of 1.1 m² (12 square feet) and must be located above the entrance to the premises or horizontally centered in the width of the premises.

4.14.5. A *projecting sign* may be located under an *awning* or a *canopy* provided the *clearance* is at least 2.4 metres (8 feet).

4.14.6. A *projecting sign* may be located above an *awning* or a *canopy* provided the *height* above *grade* does not exceed 5.0 metres (16.5 feet) or the height of the *roof line*, whichever is less.

4.14.7. A *projecting sign* shall be constructed as follows:

- a) Materials except structural components shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC) such as SINTRA as manufactured by Alucobond Technologies, Inc. ;

- b) Not less than 50% of the *sign area* shall remain exposed natural wood; or unfinished PVC;
 - c) Graphics shall be limited to two additional colours;
 - d) Finishes shall be matte or low lustre;
 - e) Brackets shall conform to the *District* design illustrated in Schedule "C";
 - f) All metal components shall be black or dark green; and
 - g) The *projecting sign* shall be erected level and plumb at 90° to the building face.

4.15. Real Estate Sign Provisions

- 4.15.1. A *real estate sign* must pertain to the *site* on which it is located, except for the open house *signs* permitted in Section 4.15.5.
- 4.15.2. One *real estate sign* on a *site* advertising each *parcel* for rent, lease or sale is permitted in any area zoned RS, RM, RMH, or RL in the form of a *freestanding* or *fascia sign* subject to:
 - a) a maximum *height* of 1.8 metres (6 feet) for a *freestanding sign* in an RS zone;
 - b) a maximum *height* of 3.0 metres (10 feet) for a *freestanding sign* in an RM, RMH or RL zone; and
 - c) a maximum *sign area* on a *sign face* of 0.8 m² (8.6 square feet) for each *parcel* that is for rent, lease or sale.
- 4.15.3. One *real estate sign* on a *site* advertising each property or *parcel* for rent, lease or sale is permitted for each *street frontage* in all sites zoned C, I, P, or RE:
 - a) in the form of a *freestanding* or *fascia sign*; and
 - b) subject to a maximum *height* of 2.5 metres (8 feet) for a *freestanding sign*; and
 - 3) subject to a maximum *sign area* of 6.0 m² (65 square feet).
- 4.15.4. Section 4.15.3 permits a *real estate sign* advertising the sale of parcels within a subdivision provided the *real estate sign* is located on one of the parcels.
- 4.15.5. A maximum of three *signs* each with a maximum *sign area* of .8 m² may be placed to direct persons to a property for sale and despite Section 4.15.7 may not be placed for more than 8 continuous hours in any 24 hour period.
- 4.15.6. The *signs* referred to in Section 4.15.5 may be *sandwich board signs* or *freestanding signs* supported by metal stakes or blades driven into the ground, and may be placed on private property with the permission of the owner or on a portion of a highway that is not used by traffic of any kind where its placement will not create a hazard.
- 4.15.7. A *real estate sign* must be removed within four weeks of rental, lease or sale of the advertised property.

4.15.8 A *real estate sign* advertising the rent, lease or sale of more than 10 parcels or rental suites on a *site* zoned RS, RM, RMH or RL is permitted subject to:

- a) a maximum area of 30.0 m² (323 square feet);
- b) a maximum *height* of 10.0 metres (33 feet); and
- c) removal within one year of the issuance of the permit that authorizes the sign.

4.16. Sandwich Board Sign Provisions

4.16.1. One *sandwich board sign* is permitted on a *site* zoned C, I and P in respect of each business premises provided the business or event being advertised is located on the *site* containing the *sandwich board sign*.

4.16.2. A *sandwich board sign* shall not exceed a *height* of 1.2 metres (4 feet), a width of 0.8 metres (2 ~~metres~~ ^{feet} and a *sign area* of 1.9 m² (20 square feet).

4.16.3. A *sandwich board sign* is permitted on municipal sidewalks in areas zoned C-4 provided:

- a) there is only one *sandwich board sign* per business premises and the *sandwich board sign* is located between the business premises and the adjacent curb;
- b) the *sandwich board sign* is removed from the sidewalk when the business to which the *sign* pertains is closed;
- c) that on *streets* with at least 1.2 metres (4 foot) of asphalt or brick surface between the curb and the concrete sidewalk, the *sandwich board sign* is located completely on the asphalt or brick surface immediately adjacent to the concrete sidewalk;
- d) that on all other *streets*, the *sandwich board sign* is located so that an unobstructed pedestrian pathway not less than 2.0 metres (6 ~~feet~~ ^{feet} remains;
- e) the *sandwich board sign* is constructed with a rigid cross brace or other device to ensure the *sandwich board sign* is stable; and
- f) the *sandwich board sign* has no ropes, chain, electrical or other attachments which could present a threat to public safety.

4.16.4. A *sandwich board sign* may contain *changeable copy*.

4.17. Storefront Sign Provisions

4.17.1. One *storefront sign* is permitted for each *street frontage* of a *site* zoned C-1, C-3, C-4, C-5, C-6, C-7 and P subject to one of the two following sets of requirements:

- 1) Materials shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC)

- such as SINTRA as manufactured by Alucobond Technologies, Inc. ;
- 2) Not less than 50% of the *sign area* shall remain exposed natural wood; or unfinished PVC;
 - c) Graphics shall be limited to two additional colours; and
 - 4) The maximum *sign area* shall be 4.0 m² (43 square feet) and the sign shall not exceed in length 50% of the width of the business premises or a vertical dimension of 0.6 metre (2 feet) as illustrated in Schedule “C”.

OR

- 1) Materials shall be neatly cut out or cast individual three-dimensional letters in a recognized type style or corporate *logo*. The *storefront sign* shall be limited to one type style in not more than one line with a maximum letter dimension of 0.3 metres (one foot);
- 2) Colours shall be selected from the range described in Schedule “B”; in particular bright ‘chemical’ colours such as magenta, orange, yellow, green, red and violet and fluorescent colours are not permitted.

4.17.2. A *storefront sign* shall be centered horizontally in the width of the business premises and vertically between a line 2.4 metres (8 feet) above *grade* and the underside of the *canopy* or *awning* as illustrated in Schedule “C”.

4.17.3. A *storefront sign* may be illuminated by *indirect illumination* only through means such as vandal-resistant shielded ground lights or gooseneck lights.

4.18. Under Awning and Under Canopy Sign Provisions

4.18.1. An *under awning* or *under canopy sign* is permitted on land zoned C, P and I provided that the *sign* does not extend beyond the *awning* or *canopy* as illustrated in Schedule “C” and two *sign faces* are provided.

4.18.2. Only one *under awning* or *under canopy sign* is permitted for a business premises.

4.18.3. An *under awning* or *under canopy sign* must not exceed a *sign area* of 1.0 m² (10 square feet) and must be located above the entrance to the premises horizontally centered in the width of the premises.

4.18.4. An *under awning* or *under canopy sign* shall provide a minimum *clearance* of 2.4 metres (8 feet).

4.18.5. An *under awning* or *under canopy sign* shall be constructed as follows:

- a) Materials shall consist of sandblasted Cedar or routed, very high density, closed cell polyvinyl chloride (PVC) such as SINTRA as manufactured by Alucobond Technologies, Inc. ;
 - b) Not less than 50% of the *sign area* shall remain exposed natural wood; or unfinished PVC;
 - c) Graphics shall be limited to two additional colours;
 - d) Finishes shall be matte or low lustre;
 - e) All metal components (deleted - i.e. brackets, anchors, hardware, light hoods) shall be black or dark green;
 - f) The *under awning* or *under canopy sign* shall be erected level and plumb at 90' to the building face; and
 - g) Suspension chains or devices shall be plumb.
- 4.18.6. An *under awning* or *under canopy sign* shall not be illuminated.

4.19. Window Sign Provisions

- 4.19.1. A window sign is permitted on any *site* zoned C, I or P.
- 4.19.2. No limit on the total *copy area* of a window *sign* shall apply.

4.20. Neighbourhood Identification Sign Provisions

- 4.20.1 A neighbourhood identification sign is permitted in a business park or a residential area containing more than 50 parcels zoned R.
- 4.20.1. A *neighbourhood identification sign* shall have a maximum *height* of 2.0 metres (6□ feet) and a maximum *sign area* of 4.0 m² (43 square feet) except as specified in the *Municipal Design Guidelines* adopted by *Council* resolution on October 5, 1999 and attached as Schedule "D".
- 4.20.2. A *neighbourhood identification sign* shall consist of natural stone, masonry, fiberglass rock or other weather resistant material.

SECTION 5 GENERAL REGULATIONS

5.1. Application of Bylaw

- 5.1.1. This Bylaw applies to all *signs* within the *District* except those exempted in Section 3.3.
- 5.1.2. The keeping, placing or erection of any *sign* shall be in conformity with this Bylaw and any other applicable bylaw of the *District*.

5.1.3. Any *sign* erected, constructed or placed before the date of adoption of this Bylaw may remain provided a *sign permit* has been issued.

5.1.4. A *sign* that does not conform to this Bylaw shall not be altered or relocated unless the *sign* is made to conform in all respects with this Bylaw.

5.1.5. Compliance with Section 5.1.4. is not required if changes to the *sign* are limited to the *copy*.

5.1.6. An owner of a barrel vaulted or other noncompliant *awning*, replacing the fabric for maintenance reasons, shall not be required to replace the noncompliant frame but must otherwise comply with *awning sign* regulations.

5.2. Maintenance and Safety of Signs

5.2.1. Every *sign* shall be maintained in a safe condition and free from defects.

5.2.2. Every *sign* shall be kept in good mechanical and electrical repair.

5.3. Encroachment onto Public Property

5.3.1. Any person who proposes to erect, own, or maintain a *sign*, including a *sandwich board sign*, which encroaches onto public property owned by the *District* or any *street* or other public right-of-way, must:

a) Enter into an encroachment agreement, including any minor amendments to the agreement, with the *District* in the general form as attached in Schedule "E" authorized by the *General Manager*.

b) Provide and maintain General Comprehensive Insurance for public liability and property damage for not less than \$1,000,000.00 (Bylaw No. 1706) and indemnify the *District* against all claims and demands, actions, suits or other proceedings, and against all losses and costs caused or arising out of, or attributable to the erection, construction, maintenance, use or removal of such *sign*. It is the responsibility of the owner to determine whether a higher limit is advisable (Bylaw No. 1706)

5.3.2. A certificate of insurance confirming the coverage required under Section 5.3.1 . together with an endorsement naming the *District* as a co-insured shall be deposited with the *District* Manager of Financial Services prior to the issuing of a *sign permit*.

5.3.3. The insurance shall remain in full force and effect as long as the *sign* encroachment remains. A certificate of renewal insurance shall be deposited with the *District* Manager of Financial Services prior to the expiry of each policy year.

5.4. Clear Visibility at Intersections

- 5.4.1. On a corner lot at the intersection of two *streets*, no *sign* shall be located within the triangular area formed by lines extending along the lot boundaries from their point of intersection to points 6.0 metres (20 feet) from the point of intersection and a line connecting these two points.

5.5. Removal of Illegal or Hazardous Signs

- 5.5.1. The *General Manager, Building Inspector* or *Bylaw Enforcement Officer* may remove or cause to remove any illegal or hazardous *sign* located on property owned by the *District* or within any *street* or other public right-of-way. Such removal shall be without compensation to any person for loss or damage resulting from its removal or destruction, and may be without notice.
- 5.5.2. Where an illegal or hazardous *sign* is located on private property, the *Building Inspector* or *Bylaw Enforcement Officer* may recommend to the *Council* that it consider the adoption of a bylaw or resolution requiring that the *sign* be removed and authorizing the *District* to remove it on failure of the owner to do so.

5.6. Removal of Abandoned Signs

- 5.6.1. Where a *sign* no longer accurately advertises or gives direction to a business or activity on private property it shall be considered unlawful.
- 5.6.2. The *Building Inspector* or *Bylaw Enforcement Officer* may give written notice in person or by return registered mail to the *sign* owner of such a sign or of the property to which such a sign pertains or on which it is located, specifying the nature of the violation and requiring its removal or repair within 30 business days.

5.7. Classification of Signs

- 5.7.1. Each *sign* shall be classified for the purposes of this bylaw according to the description of the *sign* in Section 2 that most accurately describes it.

5.8. Colours

- 5.8.1 The specification of sign colours in this Bylaw is not intended to restrict the use of *corporate colours*.

SECTION 6 STRUCTURAL REQUIREMENTS

- 6.1. No *sign* shall be attached to or hung from any building until all proposed wall, roof or other attachments have been approved by the *Building Inspector*.

- 6.2. All *fascia signs* shall be placed, erected and maintained so that the distance between the *fascia sign* and the building to which it is attached does not exceed 0.31 metres (one foot).
- 6.3. No *sign*, guy or attachment shall be erected, placed or maintained in such a manner as to contact or interfere with any electric light, power, telephone or cablevision wires or their supports or the free use of any building entrance or exit. A *clearance* of at least 0.6 metres (2 feet) shall be maintained between the outer edge of any *sign* and the nearest wire or its support.
- 6.4. No supporting cable or side guy shall form an angle of less than 30 degrees with the structural member which it is supporting.
- 6.5. Bolts or lag screws attaching *signs* to buildings shall not be fastened to window frames or fascia boards.
- 6.6. All cables, turnbuckles, links, bolts and screws, and all devices which are used to support or which form a part of any *sign*, shall be galvanized or otherwise treated to inhibit rust.
- 6.7. Turnbuckles shall be provided for all supporting cables. Side guys may have a turn-buckle for one side of any electric *sign*. Turnbuckles shall have a breaking strength equivalent to that of the cable to which they are attached.
- 6.8. Where two wires are required for the main supports of any *sign*, such cables shall be independently attached to the *sign* and to the building or other support.
- 6.9. All *directly* or *indirectly illuminated signs* shall be approved in accordance with the applicable CSA standards.
- 6.10. All internally illuminated *signs* shall have the maker's name and weight of the *sign* permanently attached to or painted on the exterior of the *sign* so that it can be readily seen after the *sign* has been erected.
- 6.11. All *signs* shall be designed to afford ample strength and rigidity. A wooden *sign* shall provide a minimum rigidity equivalent to that of 7-ply (3/4') plywood.
- 6.12. No person shall change the structural *design* of any *sign* which has been placed or erected until such change has been approved by the *Building Inspector* and a *sign permit* issued.
- 6.13. Notwithstanding any other provisions of this Section, the *Building Inspector* may require that the specifications of a *sign* be certified by a Professional Engineer or that the structure to which the *sign* is to be attached be approved by a Professional Engineer.
- 6.14. All *signs* shall be erected level and plumb.
- 6.15. Projecting, *under awning* and *under canopy signs* shall be erected at 90' to the building face.

6.16 All materials used shall be designed to provide weather protection and to inhibit decay and rusting in the case of metal components.

SECTION 7 PERMITS

7.1. Sign Permit Required

- 7.1.1. A written application for a *sign permit* may be made to the *Building Inspector* in the form prescribed from time to time for that purpose prior to the erection or placement of any *sign*.
- 7.1.2. No *sign* for which a *sign permit* is required shall be erected or altered until a *sign permit* has been issued.
- 7.1.3. A sign permit is required for every sign unless exempted in Section 3 or District of Squamish Fees and Charges Bylaw No. 2012, 2007. In the case of Election signs, a single application may be made by a person wishing to erect signs in connection with an election and a single permit may be issued subject to the applicant providing security required in accordance with District of Squamish Fees and Charges Bylaw No. 2012, 2007.

7.2 Issuance of Sign Permit

- 7.2.1 The *Building Inspector* shall consider each application for a *sign permit*. If the proposed *sign* conforms with all requirements of this Bylaw and all other applicable bylaws of the *District*, and upon payment of the requisite fee, the *Building Inspector* shall issue a *sign permit* to the applicant in the form prescribed from time to time for that purpose.
- 7.2.2 Fees and security shall be paid to the District of Squamish in the amounts specified in District of Squamish Fees and Charges Bylaw No. 2012, 2007 prior to the issuance of a sign permit.
- 7.2.3 Prior to issuing a *sign permit*, the *Building Inspector* may refer an application to the *General Manager* to ascertain if the *sign* will create a condition dangerous to traffic, or interfere with or obstruct the view of traffic control devices.
- 7.2.4 The *Building Inspector* may direct that tests of materials, equipment, devices, construction methods or structural assemblies be made, or sufficient evidence or proof be submitted at the expense of the applicant, where such evidence or proof is necessary to determine whether the material, equipment, device, or construction meets the requirements of this Bylaw.

7.3 Expiry of Sign Permit

- 7.3.1 A *sign permit* expires if the sign to which it pertains is not erected within 6 months of the date it was issued.

SECTION 8 SEVERABILITY

8.1 Should any Section of this Bylaw be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Bylaw as a whole or any part other than the part so declared to be invalid.

SECTION 9 PENALTY

9.1 Any person contravening any provisions of this Bylaw shall be guilty of an offense punishable under the provisions of the *Offence Act*.

SECTION 10 FEES AND CHARGES

10.1 Fees and charges for services that may be or are provided under this Bylaw shall be payable as set out in the District of Squamish Fees and Charges Bylaw No. 2012, 2007

READ A FIRST time this 9th day of January, 2001
READ A SECOND time this 9th day of January, 2001
READ A THIRD time this 9th day of January, 2001
ADOPTED this 16TH day of January, 2001

Corinne Lonsdale, Mayor

Trudy Coates, Manager of Administrative Services

SCHEDULE "A"

FEEES AND SECURITY

Schedule "A" deleted as per District of Squamish Fees and Charges Bylaw No. 2012, 2007

SCHEDULE “B”

COLOURS

The colours of signs to which this schedule applies are those usually described as “natural” and found in nature, particularly the environment of Squamish. The range of greys includes those found in natural stone, dark green in forests, dark blue in lakes, skies and the ocean, ochres and siennas that are abundant in foliage.

The following colours found in the Pantone Matching System (PMS) are examples of those required by this Schedule.

- | | | |
|----|-------------|---|
| 1. | Greys | PMS 400-450 (Warm Greys and Cool Greys) |
| 2. | Dark Red | PMS 484 |
| 3. | Dark Orange | PMS 470 |
| 4. | Dark Yellow | PMS 131 |
| 5. | Dark Green | PMS 553 |
| 6. | Dark Blue | PMS 281 |
| 7. | Brown | PMS 497 |

This Schedule applies to signs permitted by Sections 4.1, 4.10., and 4.17. and its application may be modified by Section 5.8.

SCHEDULE "C"

DESIGN SPECIFICATIONS

SCHEDULE "D"

MUNICIPAL SIGN DESIGN GUIDELINES

(Adopted by Council October 1999)

Council October 5, 1999 motion:

THAT Council support the District of Squamish Municipal Sign Design Guidelines prepared by Gallop/Varley and the Arlington Group dated July 1, 1999.

January 16, 2001 Council adopted the Sign Bylaw 1582, which included the Sign Guidelines as Schedule D.

Council February 20, 2001 motion:

THAT Council amend the Municipal Sign Design Guidelines to provide for attaching the confirmatory signage supporting Ministry of Highways blue sign, utilizing international generic symbols indicating accomodation, tours, etc. to existing municipal street signs in the same size and design as the street name sign and blue in colour.

Council December 19, 2003 motion:

THAT District of Squamish Sign Bylaw No. 1582, 2000, Amendment (Municipal Signage Design Guidelines) Bylaw No. 1772, 2003 be adopted.

SCHEDULE "E"

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT dated the day of 20

BETWEEN:

(the "Applicant")

AND:

District of Squamish
P.O. Box 310
Squamish, B.C.
V0N 3G0

(the "District")

RECITALS

- A. The Applicant is the owner or occupier of the Lands defined in this Agreement.
- B. The Applicant has requested that the District grant its permission to use the Encroachment Area defined in this Agreement for the purpose of erecting or maintaining a sign.
- C. The District agrees to grant the Applicant's request subject to the provisions of the District's bylaws as amended from time to time and subject to the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSES THAT, in consideration of the promises contained in this Agreement and other good and valuable consideration, THE PARTIES HEREBY AGREE AS FOLLOWS:

Lands

1. The applicant owns or occupies lands situated in the District of Squamish, British Columbia, which are more particularly described as:

(the "Lands")

Permission to Encroach

- 2.1 The District, subject to the terms of this Agreement, grants the Applicant permission to encroach upon that portion of highway in the District which is shown outlined on the Sketch attached as Schedule "1" to this Agreement and which is further described as:

(the "Encroachment Area")

for the purpose of erecting or maintaining a [insert type of sign] sign (the Sign).

- 2.2 The Applicant shall not erect any sign other than a portable sign in the Encroachment Area without the written approval of the District. The Applicant shall not permit the Sign to encroach on any highway other than the Encroachment Area.

Title

3. This Agreement does not give the Applicant any legal or equitable interest of any kind in the Encroachment Area or any exclusive right to occupy the Encroachment Area. The Encroachment Area retains its status as a highway.

Payment

- 4.1 Upon execution of this Agreement and on each anniversary of that date, the applicant shall pay to the District an annual encroachment fee in the amount of \$25.

Maintenance

- 5.1 The Applicant shall at all times and at their own expense keep and maintain the Sign and the Encroachment Area in good and sufficient repair to the satisfaction of the District.
- 5.2 The Applicant shall not make any structural alterations to any sign in the Encroachment Area without the prior written consent of the District unless the alteration requires a permit under the District's Sign Bylaw.
- 5.3 If the Applicant fails to keep the Sign in good repair to the satisfaction of the District, the District may, in its sole discretion, cause such repairs to be made, including structural changes, as it deems necessary at the Applicant's expense. The Applicant shall pay the costs of the repairs to the District forthwith on demand.

Design Specifications

6. The Applicant shall ensure that any sign placed in the Encroachment Area conforms to the requirements and specifications of the BC Building Code and the District's Sign Bylaw.

Indemnity and Insurance

- 7.1 The Applicant indemnifies and holds harmless the District from all claims of any kind, however caused, whether known or unknown, arising out of or in any way connected with:
 - (a) the permission to encroach granted by this Agreement;
 - (b) the existence and use of the Encroachment Area; or
 - (c) the construction, maintenance, existence, use or removal of the Sign.
- 7.2 The indemnity in section 7.1 includes, without limitation, a claim for loss or injury to persons or to property due to the Applicant's negligence or to the Applicant's failure to comply with the District's bylaws or with any provision of this Agreement.
- 7.3 The Licensee shall provide and maintain at its sole cost public liability insurance naming the District as co-insured, for the benefit of the District and the Applicant, in the amount of ONE MILLION DOLLARS (\$1,000,000.00) (Bylaw No. 1706) in respect of injury or death or property damage. It is the responsibility of the Licensee to determine whether a higher limit is advisable. (Bylaw No. 1706)

8. No finding of negligence, whether joint or several, as against the District in favour of any third party in an action to which the Applicant was not a party, shall operate to relieve or shall be deemed to relieve the Applicant in any manner from any liability to the District, whether such liability arises under this Agreement, under the provisions of the *Local Government Act* as amended from time to time or otherwise.

Release

9. The Applicant releases the District from all claims of any kind, whether known or unknown, which the Applicant now has or at any future time may have, however caused, arising out of or in any way connected with the permission to encroach granted by this Agreement, the existence and use of the Encroachment Area, the construction, maintenance, existence, use or removal of the Sign, or the exercise by the District of any of its rights in this Agreement.

Remedies

10. The District retains the right on the termination of this Agreement to proceed with the enforcement of any indemnity or other remedy provided in this Agreement or otherwise.

Termination

- 11.1 If the Applicant violates any provision of this Agreement or of the District's bylaws, the District may terminate all the Applicant's rights under this Agreement on two weeks' notice. If the owner fails to remove the Sign as required by the District, the District may in its sole discretion, cause the Sign to be removed at the applicant's expense.
- 11.2 In the circumstances described in Section 11.1, the District may remove the sign without notice if it constitutes an immediate hazard to the public.
- 11.3 The District, may at any time in its sole discretion, withdraw the rights it has granted to the Applicant in this Agreement and terminate the Agreement on four weeks notice. Should the District exercise its discretion under this Section, then the District shall reimburse the Encroachment Fee to the Applicant, on a proportionate basis, based on the remaining portion of the year.
- 11.4 On receipt of notice under Section 11.1 or 11.3, the Applicant shall, within the time period stated in the notice, at his or her expense, remove the Sign and otherwise restore the Encroachment Area to the satisfaction of the District.
- 11.5 Where the Council of the District considers that, in its sole discretion, the interest of the public in the highway on which the Encroachment Area lies makes it necessary or advisable, the Council may reduce the time limits in this Section.

Assignment

12. The Applicant shall not assign any of its rights and obligations arising from this Agreement without the prior written consent of the District.

Right of Entry

13. The District's employees or agents shall have the right at any and all times to enter into and upon the Lands for the purpose of maintaining or removing the Sign under this Agreement.

Alterations to District Property and Public Works

14. In the event of any alteration or change made necessary to any meter, water service, sewer, or other public works or utility in the vicinity of the Lands by the construction, maintenance, use or removal of the Sign, the Applicant shall reimburse the District for whatever expenses it may incur in making the alterations or changes that are deemed necessary by the District.

District's Rights Reserved

15. This Agreement does not in any way restrict the right of the District at any time to widen, raise or lower, or otherwise alter the highway or boulevard abutting or adjoining the Lands, or make orders or regulations for the use of the highway, even if the effect of the alteration or the order or regulation may be to render the Sign, the Encroachment Area, or both useless for the purposes of the Applicant.

Licences and Permits

16. The Applicant shall, at his or her expense, obtain and maintain all permits and authorizations as may be necessary and required to erect and maintain the Sign, including any sign permit or electrical permit.

Other Matters

17. The waiver of default by either party shall not be deemed to be a waiver of any subsequent default by that party.
18. Whenever it is required or desired that either party deliver or serve a notice on the other, the deliver or service shall be deemed to be satisfactory if and deemed to have occurred when the notice has been:
 - (a) served personally, on the date of service, or
 - (b) mailed by pre-paid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post Office, whichever is the earlier, so long as the notice is mailed to the party at the address on the first page of this Agreement for that party or to whatever address to which the parties from time to time may in writing agree, except that in the event of a strike or disruption in postal service, the notice shall not be deemed to be received until actually received.

- 19.1 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context requires.
- 19.2 Every reference to each party is deemed to include the heirs, executors, administrators, successors, permitted assigns, employees, agents, officers, elected officials and invitees of such party whenever the context so requires or allows.
20. Section headings are included for convenience only. They do not form a part of this Agreement and shall not be used in its interpretation.
21. Any opinion which the District is entitled to form in this Agreement may be formed on behalf of the District by the General Manager, in which event the opinion of the General Manager shall be deemed to be the opinion of the District for the purposes of this Agreement.
22. If any part of this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not effect the validity of the remainder of this Agreement.
23. This Agreement shall enure to the benefit of and be binding on the parties hereto NOTWITHSTANDING any rule of law or equity to the contrary.

24. IN WITNESS WHEREOF the parties have executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED)
)
by _____)
in the presence of:)
)
_____)
Witness) _____)
) (Insert Name of Applicant)
)
_____)
Address)
)
_____)
Occupation)

The Corporate Seal of the)
District of Squamish was)
hereunto affixed in the)
presence of:)
)
_____)
Mayor)
)
_____)
Manager of Administrative Services)