

# EDMONTON SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Citation: Prairie Sign v Development Authority of the City of Edmonton, 2019 ABESDAB 10179

Date: November 5, 2019  
Project Number: 339770511-001  
File Number: SDAB-D-19-179

Between:

Prairie Sign

and

The City of Edmonton, Development Authority

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Board Members

Mark Young, Presiding Officer  
Rohit Handa  
Chris Buyze  
Laura Delfs  
Allan Bolstad

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## DECISION

[1] On October 23, 2019, the Subdivision and Development Appeal Board (the “Board”) heard an appeal that was filed on September 26, 2019 for an application by Prairie Sign. The appeal concerned the decision of the Development Authority, issued on September 24, 2019, to refuse the following development:

**To install two (2) Freestanding On-premises Signs (GROVE ON 17 | TENANT SIGNS)**

[2] The subject property is on Plan 5886RS Lot A, located at 845 - Tamarack Way NW, within the DC1 Direct Development Control Provision The Tamarack Neighbourhood Structure Plan and the Meadows Area Structure Plan apply to the subject property.

[3] The following documents were received prior to the hearing and form part of the record:

- Copy of the Development Permit application with attachments, proposed plans, and the refused Development Permit;
- The Development Officer’s written submissions;

- The Appellant's written submissions; and
- One letter of support from an adjacent property owner.

### **Preliminary Matters**

- [4] At the outset of the appeal hearing, the Presiding Officer confirmed with the parties in attendance that there was no opposition to the composition of the panel.
- [5] The Presiding Officer outlined how the hearing would be conducted, including the order of appearance of parties, and no opposition was noted.
- [6] The appeal was filed on time, in accordance with Section 686 of the *Municipal Government Act*, RSA 2000, c M-26 (the "*Municipal Government Act*").
- [7] The Presiding Officer pointed out that Section 685(4)(b) of the *Municipal Government Act* applies to this appeal. It states:

Despite subsections (1), (2) and (3), if a decision with respect to a development permit application in respect of a direct control district is made by a development authority, the appeal is limited to whether the development authority followed the directions of council, and if the subdivision and development appeal board finds that the development authority did not follow the directions it may, in accordance with the directions, substitute its decision for the development authority's decision.

### **Summary of Hearing**

- i) *Position of the Appellant, J. Murphy, Q.C., representing the Appellant, Ogilvie LLP and V. Eno, representing Forster Harvard Development Corporation:*
- [8] The Development Officer did not follow the directions of Council because Direct Control Zone Tamarack Bylaw 18909 was used to review and refuse this development permit application. This Bylaw was amended by Bylaw 18820 on July 3, 2019 and subsequently by Bylaw 18989 on August 26, 2019.
- [9] It was clarified in response to a question that the amendments resulted in the addition of several Uses but that none of the development regulations for Area A were changed.
- [10] It is clear that the Development Officer's conclusion that there are too many signs on the site and that only one shopping centre identification sign is allowed on the frontage are both misinterpretations of the DC Bylaw.
- [11] It was his opinion that the Development Officer misinterpreted Schedule 59D and therefore did not follow the directions of Council.

- [12] Section 3.1(kk) of Bylaw 18989 includes Freestanding On-premises Signs as a Listed Use. Section 4.3 (g) states that “Signs shall comply with the regulations in Schedule 59D as amended”.
- [13] Schedule 59D of the *Edmonton Zoning Bylaw* is a relatively underused Sign Schedule that was designed to be applied to small shopping centre zones. It is difficult to understand why this Schedule was applied to Area A in this DC Bylaw for a relatively large parcel of land.
- [14] Schedule 59D.2(3)(c) states that “the maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway”. Schedule 59D.2(3)(d) states that “the maximum number of Freestanding On-premises Signs, Roof On-premises Signs, Major Digital Signs, Minor Digital On-premises Signs, Minor Digital On-premises Off-premises Signs, and Minor Digital Off-premises signs on a Site shall be four”.
- [15] The Development Officer determined that the proposed development does not comply with these regulations.
- [16] Supreme Court of Canada decision, *Rizzo & Rizzo Shoes Ltd., Re*, [1998] 1 S.C.R. 27 provides direction on how to interpret legislation. Paragraph 21 states that “... Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament”.
- [17] The Court determined that a piece of legislation must be read in its entirety rather than picking one part of the legislation to apply to a particular circumstance.
- [18] Paragraph 22 references the *Interpretation Act* which provides that “every Act shall be deemed to be remedial” and directs that every Act shall “receive such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit”. There is a similar statement saying that when legislation has been changed it has been changed to better deal with the objects of the legislation.
- [19] Paragraph 27 states that “... it is a well-established principle of statutory interpretation that the legislature does not intend to produce absurd consequences. An interpretation can be considered absurd if it leads to ridiculous or frivolous consequences, if it is extremely unreasonable or inequitable, if it is illogical or incoherent, or if it is incompatible with other provisions or with the object of the legislative enactment.” No legislative body, including City Council, is trying to come to an absurdity.
- [20] Based on these principles and to determine how many signs are allowed on the subject site, the Development Officer determined that the proposed development violates schedule 59D.2(3)(d), which allows a maximum of four Freestanding On-premises Signs, Roof On-premises Signs, Major Digital Signs, Minor Digital On-premises Signs, Minor Digital On-premises Off-premises Signs, and Minor Digital Off-premises signs on a Site.

The Development Officer concluded that there are already two Freestanding On-premises and one Minor Digital On-premises Signs on the Site. The proposed two Freestanding On-premises Signs therefore exceed the maximum of four Signs allowed by one.

- [21] However the Development Officer erred by not considering the special definition of Site that applies to Signs. City Council adopted a special definition of Site as it relates to Sign applications.
- [22] The General Sign Definitions contained in section 6.2 of the *Edmonton Zoning Bylaw* states that “Terms and words used in this Bylaw regarding the regulations of signs, unless the context otherwise requires, are defined as follows”.
- [23] Section 6.2(9) states that “Frontage Signs means the Site perimeter boundaries abutting public road right-of-way other than a Lane”. Section 6.2(26) states that “Site Signs means single or cumulative collection of properties forming a developable parcel that share accesses or traffic circulation that is not a public road right-of-way. This includes multiple occupancy business developments under a bare land condominium”.
- [24] An aerial photograph of the area was referenced to illustrate that there are three contiguous parcels of land in the vicinity. The subject Site, the largest parcel is owned by Forster Harvard. One of the Sites located immediately to the south is owned by Lehndorff Canada and the other Site is owned by Walmart. The Development Officer determined that the proposed two new Signs do not comply with Schedule 59 because of the three existing Signs on the Lehndorff Site and those three Signs count against the total allowance of four Signs for the subject Site.
- [25] This cannot be the case in any reasonable, equitable or non-absurd reading of Schedule 59D. A small Site cannot dictate how many signs are allowed on a Site as large as the subject Site and the definitions contained in the *Edmonton Zoning Bylaw* make that clear. The Appellant cannot go to the owners of the Lehndorff Site and ask for advertising space on their Sign. Therefore, it cannot be the case that the smaller Site dictates what happens on the rest of the Sites around it.
- [26] Therefore the definition of Site Signs contained in Section 6.2(26) of the *Edmonton Zoning Bylaw* becomes very important. It refers to a single or cumulative collection of properties forming a developable parcel. The word “parcel” is key to understanding the misinterpretation of this section by the Development Officer.
- [27] Section 6, General Definitions of the *Edmonton Zoning Bylaw*, states that “terms and words in this Bylaw which are defined in the *Municipal Government Act*, 1994, have the meaning expressed in that Act”.
- [28] Section 1(1)(v)(i) of the *Municipal Government Act* defines a “parcel of land” as “where there has been a subdivision, any lot or block shown on a plan of subdivision that has been registered in a land titles office”.

- [29] What the *Municipal Government Act* means by a “parcel” is a titled lot. If that is the case then the notion of how many Signs you can have on a Site starts to make sense. It does not mean that the smaller parcel can control the larger parcel next door or steal the Sign rights of the larger parcel because the definition of Site Signs in the *Edmonton Zoning Bylaw* references titled areas. There are three separate Certificates of Title for all three parcels of land.
- [30] The proposed development complies with Schedule 59D.2(3)(d) of the *Edmonton Zoning Bylaw*. The proposed application is for two of the four Signs allowed on this parcel.
- [31] In response to a question, Mr. Murphy clarified that the subject Site could be subdivided which would allow more signs on the land. However, the Appellant is looking for Signs to identify the businesses in the shopping center, not third party advertising signs. Schedule 59D also contains a minimum 30-metre radial separation distance between Signs which limits the number of Signs.
- [32] The second reason of refusal poses an interesting question. Schedule 59D.2(3)(c) states that “the maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway”.
- [33] This wording of this regulation is strange based on the definitions contained in the *Edmonton Zoning Bylaw*. A Frontage Sign is defined as “the Site perimeter boundaries abutting a public road right-of-way other than a Lane”, while Schedule 59D.2(3)(c) says that the number of Signs shall not exceed one per Frontage abutting a public roadway. Very specific language was used to depart from the definition or perhaps it is just the result of poor drafting.
- [34] The words “the maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway” is capable of two readings. It may be interpreted to mean that for each frontage you can only have one Sign on that frontage, which is how the Development Officer interpreted it. However, it can also be interpreted to mean that the regulation is trying to limit the number of Signs on the Site, not the number of Signs adjacent to the public roadway.
- [35] Because it is so badly worded, it was his opinion it creates an ambiguity. It would have been simple to say that only one Sign is permitted on each frontage of the Site. Instead it says that the maximum number of Freestanding On-premises Signs shall not exceed one per frontage abutting a public roadway. This must mean something different than you can only have one Sign on the frontage. Because if that was the intent, then that is what the regulation would say. The difficulty is that this language does not appear anywhere else in the *Edmonton Zoning Bylaw*, it is a stand-alone provision.
- [36] An aerial map was referenced to illustrate the size of the subject Site with frontage on two public roadways, Whitemud Drive and 17 Street. The question is why the Signs can’t be marshalled onto one frontage. Frontage onto Whitemud Drive is not practical because of the speed of passing vehicles and the proximity of the exit. The regulation says that the aggregate number of signs allowed shall not exceed one per frontage. This Site has two

frontages abutting a public roadway so two Signs are allowed. The regulation does not restrict where the Signs can be placed.

- [37] It was his opinion that based on this wording there is some room for interpretation based on the size and shape of the subject Site.
- [38] The language regarding the aggregate number of Signs per frontage disappeared from the *Land Use Bylaw* in 1986. Prior to 1986, section 79D.2(f) of the *Land Use Bylaw* stated that “On shopping centre sites districted CNC and planned as part of a residential subdivision, not more than one freestanding sign shall be allowed for each frontage of the shopping centre site”. Although the language is still somewhat vague it provides some context as to where the current language originated for a CNC site. The section further states that “The non-changeable copy portion of this sign shall be used to identify the shopping center only and not the name of an individual business. The use of changeable copy shall be allowed on this sign”.
- [39] When the City wanted to have the Bylaw read that one Sign was allowed on each frontage as opposed to the aggregate number of Signs allowed on the Site, the regulation was very specific. Now something different appears in the *Bylaw*, something designed to remedy a problem. The *Bylaw* regulation was amended and now states that the maximum number of Freestanding On-premises Signs shall not exceed one per frontage. This unqualified language would only be used in the regulation if it was intended to limit the aggregate number of Signs per Site.
- [40] This proposal is to develop the two Freestanding On-premises Signs that are allowed on this Site on 17 Street frontage. Photographs of the Site were referenced to illustrate the location of the Site and views from 17 Street showing the existing Signs. The existing pylon shopping centre identification Sign for the Dreams Centre Site located immediately south of the subject Site is oriented onto 17 Street. The development permit application for the proposed Signs was refused by the Development Officer because of this existing Sign. If the Development Officer’s interpretation of how many Signs are allowed on the frontage of a Site is correct, how were the two Freestanding Off-premises Signs on the Site immediately to the south that front onto Tamarack Way approved? It was his opinion that the Development Officer who approved these Signs read the section differently and two Signs are allowed on a frontage. It is reasonable particularly when dealing with a large Site.
- [41] Photographs were referenced to illustrate the view from Tamarack Way and 17 Street. The subject Site has an extremely long frontage on the east side of 17 Street. Across the street to the west is the rear, blank wall of a Home Depot building. It is completely reasonable based on the Site context to allow the two proposed Signs to front onto 17 Street.
- [42] An aerial photograph was referenced to illustrate all three Sites with the location of the existing signs identified, specifically the McDonalds Sign, the Petro Can Sign and the identification Sign for the Lehndorff Shopping Centre.

- [43] The Development Officer has determined that the existing shopping centre identification Sign precludes any signage for the subject Site fronting onto 17 Street. This is an absurd result based on the decision of the Supreme Court of Canada in *Rizzo & Rizzo Shoes Ltd.*
- [44] There are two Signs on the Tamarack Way frontage without any apparent problem because the Signs were marshalled under Schedule 59D. It is a mystery how these Signs were permitted.
- [45] An aerial map was referenced to illustrate the approximate locations for the proposed Signs. This site is 165 metres deep and can absorb two Signs. In this Zone, a minimum 30-metre separation distance is required between Signs and the maximum number of On-premises Signs allowed is two and the maximum total number of Signs allowed is four.
- [46] Information regarding a shopping centre located on Ellerslie Road on a Site that is zoned Direct Control was referenced. This Direct Control also allows Freestanding On-premises Signs as a Listed Use and is governed by the development regulations contained in Schedule 59D of the *Edmonton Zoning Bylaw*.
- [47] Photographs were referenced to illustrate that there are three Freestanding On-premises Signs fronting onto Ellerslie Road. It could be argued that the Sign located at the corner fronts onto the intersection. One Sign was allowed per frontage pursuant to Schedule 59D. They were allowed three Signs and they were marshalled so that two of the Signs could be located on the busiest frontage along Ellerslie Road and the third Sign onto the intersection frontage.
- [48] In the instant case, there are only two frontages and the request is to marshal both of the signs onto the 17 Street frontage in a similar manner. If it was allowed for the Ellerslie Road shopping centre Site, which is governed by the same regulations, it is demonstrative of the fact that the suggested interpretation of the regulation makes sense. In the circumstances of a particular Site governed by Schedule 59D this is a rationale and reasonable interpretation of the regulation.
- [49] The regulation states that the maximum number of Freestanding On-premises Signs shall not exceed one per frontage. This is a statement of the aggregate number of Signs allowed, not the number of Signs allowed on a Frontage.
- [50] The Development Officer did not follow the directions of Council because the wrong Bylaw was referenced and secondly the Site was not accurately defined for a Sign application. This resulted in an absurd, inequitable and unfair conclusion. It was wrong and unfair to determine that only one shopping centre identification Sign can be located on this long, 165-metre stretch of roadway that faces nothing but the rear of a Home Depot building.
- [51] It was open to the Development Officer, as it is to the Board, to interpret Schedule 59D.2(3)(c) in such a way to allow this development. While it is open to interpretation under these circumstances there is only one interpretation that is reasonable and equitable and one interpretation that is unfair and not in keeping with the intent of the zoning of

this Site. This is a large parcel of land that from a motorist's perspective, only has one visible frontage, which is along 17 Street. It would be fair and equitable to allow two Freestanding On-premises Signs on that frontage.

- [52] Mr. Murphy provided the following information in response to questions from the Board:
- a) The Sign located in the middle of the Ellerslie shopping centre is designed to pick up traffic on Ellerslie Road. The Sign at the end is oriented in the same direction. It is not oriented to meet the other frontage, it is an Ellerslie Road sign. In this case, the location of one of the proposed signs closest to Whitemud Drive could be considered to front Whitemud Drive if it could resolve the problem. If the Signs at the Ellerslie shopping centre could be marshalled in this manner then the same should apply to the proposed Signs.
  - b) There is a corner cut where traffic exits from 17 Street onto Whitemud Drive. One of the Signs is sited back from that cut off and even though the Sign is oriented to 17 Street, it could be interpreted that it is on the Whitemud Drive frontage.
  - c) All three of the signs at the Ellerslie Shopping Centre site are oriented in the same direction.
  - d) The reason to use frontage as the metric for determining the number of Signs on a Site is because of the size of the Site. Most CNC sites are corner Sites with two frontages. The Sign Schedule was designed for CNC Sites. A Site with more frontages can have more Signs as long as the minimum separation distance is met.
  - e) The only Freestanding On-premises Sign on a shopping centre Site is an identification sign. It was his opinion that the whole notion behind an aggregate number will depend on frontages. The regulation limits the number of Freestanding On-premises Signs to two but it does not say that they have to be allocated one per frontage.
  - f) If the wording is ambiguous, a practical result should be sought. If the real intent of the Bylaw is to limit a Site of this size to one shopping centre identification Sign then the development permit application should be refused.
  - g) If the Board concludes that only one Sign is allowed for this Site, the property owner would have to consider an amendment to the Direct Control Bylaw because one Sign is not adequate or workable for this Site. It is exactly these circumstances that a narrow reading of the section will result in an inequity.
  - h) The current layout of the shopping centre includes one access point. The location of the Sign located further to the north is in anticipation of an additional entrance.
  - i) The proposed Signs will include business identification for the tenants of the shopping centre.



- j) The streetscape along 17 Street will not be negatively impacted by the proposed Signs.
- k) The proposed Signs have to be at least 30 metres apart and will be backlit.
- l) The recommended conditions of the Development Officer have been reviewed and are acceptable.
- m) If the Development Officer erred in following the direction of Council, a variance is not required. Because this Direct Control Zone requires compliance with Schedule 59D, based on previous Board decisions and the *Garneau* Court of Appeal decision, the Board does not have any variance power. If a development standard is repeated in the Direct Control Bylaw and if additional variance power is not provided to the Development Officer that applies to the Board as well.

ii) *Position of the Development Officer, K. Mercier:*

- [53] Ms. Mercier did not attend the hearing but provided a written submission that was considered by the Board.

**Decision**

- [54] The appeal is **ALLOWED IN PART** and the decision of the Development Authority is **VARIED**.
- [55] The decision of the Development Authority is varied to allow one Freestanding On-premises Sign on the 17 Street frontage.

**Reasons for Decision**

- [56] This appeal relates to a development permit application to install two Freestanding On-premises Signs (Grove on 17/Tenant Signs).
- [57] The subject site is zoned DC1 (Bylaw 18989 – Area A) Direct Development Control Provision (the “DC Bylaw”). Section 4.3(g) of the DC Bylaw states that Signs shall comply with the regulations in Schedule 59D, as amended.
- [58] The development was refused by the Development Officer because it did not comply with Schedule 59D.2(3)(c) that the maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway and Schedule 59D.2(3)(d) that the maximum number of Freestanding On-premises Signs, Roof On-premises Signs, Major Digital Signs, Minor Digital On-premises Signs, Minor Digital On-premises Off-premises Signs, and Minor Digital off-premises Signs on a Site shall be four.
- [59] Section 685(4)(b) of the *Municipal Government Act* states:

Despite subsections (1), (2) and (3), if a decision with respect to a development permit application in respect of a direct control district is made by a development

authority, the appeal is limited to whether the development authority followed the directions of council, and if the subdivision and development appeal board finds that the development authority did not follow the directions it may, in accordance with the directions, substitute its decision for the development authority's decision.

[60] Accordingly, the authority of the Board is restricted to determining whether or not the Development Officer followed the directions of Council. The DC Bylaw does not grant any variance power to the Development Officer. This means that the Board also does not have any variance power.

[61] The Appellant argued that the Development Officer did not follow the directions of Council because an earlier version of the DC Bylaw was referenced in the Development Officer's written submission. However, the Board finds that even though the most up-to-date Bylaw was not referenced, the Development Officer correctly determined that the proposed development was subject to the development regulations contained in Schedule 59D the interpretation of which is the only matter at issue in this appeal.

[62] The first issue is whether the proposed two Freestanding On-premises Signs exceeds the number of Signs allowed on the Site. Section 59D.2(3)(d) of the *Edmonton Zoning Bylaw* states that:

the maximum number of Freestanding On-premises Signs, Roof On-premises Signs, Major Digital Signs, Minor Digital On-premises Signs, Minor Digital On-premises Off-premises Signs, and Minor Digital Off-premises signs on a Site shall be four

[63] When evaluating the application, the Development Officer concluded that the Site where the Signs are to be located included 801 Tamarack Way NW. This land has been developed and is directly south and abutting the undeveloped land where the Appellant wants to erect the two Signs that are the subject of this appeal. When the Appellant's land is developed, it will share traffic circulation with the land at 801 Tamarack Way NW.

[64] Although the Development Officer did not reference the definition of Site Signs in her refusal, it appears to have been a factor in her decision. Section 6.2(26) of the *Edmonton Zoning Bylaw* states:

Site Signs means single or cumulative collection of properties forming a developable parcel that share accesses or traffic circulation that is not a public road right-of-way. This includes multiple occupancy business developments under a bare land condominium.

[65] It seems that, because the land immediately to the south will share traffic circulation after the Appellant's land is developed, the Development Officer concluded that it was part of the same Site referred to in Section 59D.2(3)(d). The result was that the existing Signs on 801 Tamarack Way had the effect of limiting the number of Signs that could be developed on the Appellant's land.

[66] However, since the Site Signs definition specifically makes reference to a “developable parcel” of land, the Board has to determine what constitutes a parcel of land. Section 6 of the *Edmonton Zoning Bylaw* states that:

Terms and words in this Bylaw which are defined in the *Municipal Government Act*, 1994, have the meaning expressed in that Act.

[67] Section 1(1)(v)(i) of the *Municipal Government Act* states that:

“Parcel of land” means where there has been a subdivision, any lot or block shown on a plan of subdivision that has been registered in a land titles office.

[68] In this case, the parcel of land located immediately south of the Appellant’s land does have a separate Certificate of Title from the subject land. Accordingly, the Board concludes that, because the Appellant’s Site is a separate parcel pursuant to the definition contained in the *Municipal Government Act*, the number of Site Signs is not limited by the number of existing Signs on the parcel of land located immediately to the south. The Development Officer did not follow the directions of Council when she misinterpreted the legislation.

[69] The second issue is the application of Section 59D.2(3)(c) of the *Edmonton Zoning Bylaw* which states that:

The maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway.

[70] The Appellant wants to develop two Freestanding On-premises Signs on 17 Street. The Development Officer concluded that, although the subject Site has two frontages, one on 17 Street and one on Whitemud Drive, there could only be one Freestanding On-premises Sign on 17 Street. Since the land to the south already has one such Sign, the Appellant cannot have any.

[71] Because the Board has concluded that the subject Site is a separate parcel of land from the Site to the south, none of the existing Signs, including the Freestanding On-premises Sign located on 17 Street, have any impact on the number of Freestanding On-premises Signs allowed on the subject Site.

[72] The only issue left for the Board to consider is the meaning of section 59D.2(3)(c) in terms of the number of Freestanding On-premises Signs on the subject Site that are allowed to front onto 17 Street.

[73] The Appellant argued that the wording of this regulation is ambiguous and that it is either attempting to limit the number of Freestanding On-premises Signs allowed on any given Site frontage or to limit the maximum number of Freestanding On-premises Signs on the entire Site. The Appellant referred to the Supreme Court of Canada case of *Rizzo & Rizzo Shoes Ltd.* [1998] 1 S.C.R. 27, which cited *The Interpretation of Legislation in Canada* (2nd ed. 1991):

“Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.” Based on that principle, the Appellant submitted that the only fair and equitable interpretation was that, since its Site had two frontages, it was allowed two Freestanding On-premises Signs and it could locate both of them on 17 Street.

- [74] The Board disagrees. Considering the entire context of the Sign regulations in the *Edmonton Zoning Bylaw*, the Board concludes that the intent of the regulations is to limit the proliferation of Signs and the impact of Signs. This is done by limiting such things as Sign types, sizes, locations, numbers and separation distances. Given that context, when Section 59D.2(3)(c) says “The maximum number of Freestanding On-premises Signs shall not exceed one per Frontage abutting a public roadway” the most reasonable interpretation is that the intent is to limit the number of Freestanding On-premises Signs on any given frontage. The grammatical and ordinary sense of the words “one per frontage abutting a public roadway” is that there should only be one Sign allowed on each frontage. A Site with four frontages should not be able to put four Signs on a single frontage. Doing so could result in an undesirable impact. The intent of the Section is not to limit the number of such Signs on a Site as submitted by the Appellant; there are other regulations that do that.
- [75] Accordingly, the Board has determined that, although the subject Site has two Frontages, only one Freestanding On-premises Sign is allowed per Frontage. Therefore, both of the proposed Freestanding On-premises Signs cannot be installed on 17 Street.
- [76] Although this is an undesirable result from the Appellant’s point of view, it is not a ridiculous or frivolous consequence, nor is it unreasonable or inequitable. Having said that, if the Board’s discretion had not been limited by Section 685(4)(b) of the *Municipal Government Act* and if it had the variance power in Section 687(3)(d), it would have granted a variance to Section 59D.2(3)(c) to allow both proposed Signs on 17 Street given the length of that frontage and the nature of the surrounding development.
- [77] The Appellant referred to another development in a Direct Control District that was subject to Sign Schedule 59D. That Site has three Freestanding On-premises Signs oriented to face a single roadway. The Appellant argued that this showed that Section 59D.2(3)(c) could be interpreted to allow more than one such Sign per frontage. The Board concludes that that Site has three frontages and that each Sign is located on its own frontage.

[78] The Board notes that the Appellant declined to indicate which of the two proposed sign locations would be the preferred location if only one were allowed. Therefore, the Board will not comment on which location is allowed. If the Appellant wishes to develop one of the Signs, the Appellant will be required to submit new plans showing the location of one Freestanding On-premises Sign on the 17 Street frontage in a new Development Permit Application.



Mark Young, Presiding Officer  
Subdivision and Development Appeal Board

**Important Information for the Applicant/Appellant**

1. This decision may be appealed to the Alberta Court of Appeal on a question of law or jurisdiction under Section 688 of the *Municipal Government Act*, RSA 2000, c M-26. If the Subdivision and Development Appeal Board is served with notice of an application for leave to appeal its decision, such notice shall operate to suspend the Development Permit.
2. When a decision on a Development Permit application has been rendered by the Subdivision and Development Appeal Board, the enforcement of that decision is carried out by the Sustainable Development Department, located on the 2nd Floor, Edmonton Tower, 10111 – 104 Avenue NW, Edmonton, AB T5J 0J4.

*NOTE: The City of Edmonton does not conduct independent environmental checks of land within the City. If you are concerned about the stability of this property for any purpose, you should conduct your own tests and reviews. The City of Edmonton, when issuing a development permit, makes no representations and offers no warranties as to the suitability of the property for any purpose or as to the presence or absence of any environmental contaminants on the property.*