DISTRICT OF SOOKE
COUNCIL CODE OF CONDUCT
BYLAW NO. 889

A bylaw to guide and govern the conduct of Council and Committee members.

WHEREAS the Council of the District of Sooke considers the following principles for codes of conduct in accordance with the *Community Charter* and Principles for *Codes of Conduct Regulation (B.C. Reg. 136/2022)*:

(a) council members must carry out their duties with integrity;

(b) council members are accountable for the decisions that they make, and the actions that they take, in the course of their duties;

(c) council members must be respectful of others;

(d) council members must demonstrate leadership and collaboration.

THEREFORE BE IT RESOLVED that the Council of the District of Sooke, in open meeting assembled, enacts as follows:

1. Citation

1.1 This bylaw is cited as "Council Code of Conduct Bylaw No. 889, 2024".

2. Definitions

2.1 The provisions of this Bylaw are to be interpreted broadly and in a manner that is consistent with the Community Charter.

2.2 In this Bylaw, all words or phrases shall have their normal and common meaning except where this is changed, modified, or expanded by the definitions providedin this Bylaw:

"Accountability" means an obligation and willingness to accept responsibility or to account for one's actions.

"CAO" means the Chief Administrative Officer for the District of Sooke or designate.

"Community Charter" means *Community Charter S.B.C. 2003, c. 36.*

"Committee Member" means a person appointed to a committee, sub-committee, task force, commission, board, or other Council established body under the *Community Charter* or the *Local Government Act.*

"Complaint" means a formal allegation, in accordance with the complaint procedure set out in this Bylaw, that a Member has breached this Bylaw.

"Complainant" means a person who has submitted a Complaint.

"Confidential Information" means information or records held in confidence by the District, including information or records to which Section 117 of the *Community Charter* applies. For certainty, this includes all information and records from closed meetings of Council until publicly released.

"Conflict of Interest" refers to pecuniary and non-pecuniary conflicts of interest governed by the *Community Charter* and common law.

"Conflict of Interest Exceptions Regulation" means Conflict of Interest Exceptions Regulation 91/2016 B.C. Reg. 91/2016, as amended or superseded.

"Conflict of Interest Policy" means the District's Conflict of Interest Policy, 2011, as amended or superseded.

"Corporate Officer" means the District's Corporate Officer that has been appointed the corporate officer under section 148 of the *Community Charter.*

"Council Member" means the Mayor and Council Members of the District of Sooke.

"Council Procedure Bylaw" means the District of Sooke *Council Procedure Bylaw No. 728, 2019*, as amended or superseded.

"District" means the Corporation of the District of Sooke.

"District Business" means any District program, activity, policy, process, project or undertaking.

"District Record" includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia).

"Gifts and Personal Benefits" means an item or service of value that is received by a Member for personal use or enjoyment.

"Harass" means discriminatory, sexual, or personal harassment, as defined in the District's Anti-Bullying and Harassment Policy.

"Integrity" means conducting oneself honestly and ethically.

"Local Government Act" means *Local Government Act, RSBC 2015.*

"Leadership and Collaboration" means an ability to lead, listen to, and positively influence others; it also means coming together to create or meet a common goal through collective efforts.

"Member" means a Council Member or a Committee Member.

"Municipal Officer" Means a member of Staff appointed as an officer under the *Community Charter* including municipal officer deputies.

"Investigator" means a neutral and independent third-party individual or entity, chosen by the CAO, Corporate Officer, or Solicitor, responsible for conducting a thorough and unbiased investigation into complaints referred to them.

"Personal Information" has the same meaning as in the *Freedom of Information and Protection of Privacy Act.*

"Resident" means any person who would be eligible to vote in a municipal election in the District of Sooke.

"Respect" means valuing the perspectives, wishes, and rights of others.

"Respectful Workplace Policy" means the District's Respectful Workplace Policy, 2011, as amended or superseded.

"Respondent" means a Council Member or Committee Member whose conduct is the subject of a Complaint.

"Social Media" means any electronic application that enables users to create and share content or to participate in social networking.

"Staff" means an officer or employee of the District but does not include contractors.

"**Service Provider"** means individual or entity, including contractors, consultants, and other professionals, engaged to perform services or provide expertise to the organization under a formal agreement or contract.

"Transparent" means the quality of being open and honest, ensuring that actions and decisions are made in a way that is easy for others to see and understand.

"Volunteer" means an individual who offers their time, skills, and services to the District without receiving monetary compensation, and who is not a Council Member, member of Staff, or Committee Member.

"Workplace" means location, physical or virtual, where work-related activities are performed under the ownership, operation, or control of the District. This includes, but is not limited to, the municipal hall, operations centers, fire halls, parks and related buildings, construction and maintenance sites, business-related social functions, off-site work locations, work-related conferences and training sessions, work-related travel, telephone conversations, voicemail, electronic messaging, virtual meetings, and video conferencing.

3. Purpose

3.1 The purpose of this Code of Conduct is to ensure:

a) Public business is conducted with integrity, in a fair, honest, and open manner;
b) Members respect one another, the public, and staff;
c) Members conduct themselves above reproach;
d) Decision-making processes are accessible, participatory, understandable, timely, and just;
e) Members avoid real or perceived conflicts of interest; and
f) Members uphold confidentiality requirements.

3.2 This Bylaw sets out the rules Members must follow in fulfilling their duties and responsibilities as elected or appointed officials, and the powers and procedures of the Investigator in exercising oversight over Members.

3.3 This Bylaw outlines the rules Members must follow as elected or appointed officials, detailing the Investigator's powers and procedures for oversight.

3.4 Members are expected to adhere to the highest standards of professional conduct, reflecting core ethical values of honesty, integrity, respect, transparency, leadership, collaboration, and accountability.

3.5 Members must perform their duties faithfully and to the best of their ability in accordance with these core ethical values.

3.6 The intention of this Bylaw is to guide Members in their governmental and advocacy functions, ensuring they follow sound ethical principles.

4. Application

4.1 This Bylaw applies to Members:
   a) Council Members; and
   b) Committee Members.

4.2 This Bylaw is to be interpreted broadly and consistently with the *Community Charter*.

4.3 Unless otherwise provided, this Bylaw does not apply to a Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in District governance.

4.4 Without limitation, this Bylaw applies to conduct in the Workplace, including electronic meetings and Social Media use.

4.5 In the event of a conflict between this Bylaw and another District bylaw or Council policy, this Bylaw prevails.

4.6 In this Bylaw, a reference to a person who holds an office includes a reference to the persons appointed to act for them.

4.7 Members are encouraged to resolve matters among themselves before filing a Complaint.

5. Roles and Responsibilities

5.1 Council is the governing body of the District. It has the responsibility to govern the District in accordance with the *Community Charter* and other applicable legislation.

5.2 The Mayor is the head and chief executive officer of the District and has a statutory responsibility to provide leadership to the Council and to provide general direction to Municipal Officers respecting District policies, programs and other directions of the Council as set out in Part 5 of the *Community Charter*.

5.3 This Bylaw does not apply to Staff, except where explicitly mentioned and in their roles related to its administration.

5.4 Members are responsible for holding each other accountable for fulfilling their responsibilities and adhering to this Bylaw.

Part 1 – Foundational Principles and Conduct

6. Foundational Code of Conduct Principles

6.1 To promote and advance responsible conduct, the District is committed to the foundational principles of Integrity, Respect, Accountability, Leadership and Collaboration.

6.2 A Member must ethically carry out their duties and align their conduct with the foundational principles.

7. Integrity

7.1 Integrity is demonstrated through the following conduct:
- a) Members must be open and truthful in all local government dealings, while protecting confidentiality where necessary.
- b) Members must behave in a manner that promotes public confidence, including actively avoiding any perceptions of conflicts of interest, improper use of office, or unethical conduct.
- c) Members must act in the best interest of the public and community.
- d) Members must ensure actions are consistent with the shared principles, values, policies, and bylaws collectively agreed to by the Council.
- e) Members must demonstrate the same ethical principles during both meetings that are open and closed to the public.
- f) Members must express sincerity when correcting or apologizing for any errors or mistakes made while carrying out official duties.

8. Respect

8.1 Respect is demonstrated through the following conduct:
- a) Members must treat elected officials, staff, and the public with dignity, understanding, and respect.
- b) Members must acknowledge that people's beliefs, values, ideas, and contributions add diverse perspectives.

c) Members must create an environment of trust, including displaying awareness and sensitivity around comments and language that may be perceived as offensive or derogatory.
d) Members must refrain from any form of discriminatory conduct against another elected official, staff, or the public.
e) Members must honour the offices of local government and fulfill the obligations of Mayor/Chair and Councillor/Committee Member dutifully.
f) Members must recognize and value the distinct roles and responsibilities of local government staff.
g) Members must call for and expect respect from the community towards elected officials and staff.
h) Members must ensure that public statements and social media posts that concern other elected officials, staff, and the public are respectful.

9. Accountability

9.1 Accountability is demonstrated through the following conduct:

a) Members must be transparent about how elected officials carry out their duties and how council conducts business.
b) Members must ensure any information and decision-making processes are accessible to the public while protecting confidentiality where necessary.
c) Members must correct any mistakes or errors in a timely and transparent manner.
d) Members must accept and uphold that the Council is collectively accountable for local government decisions, and that individual elected officials are responsible and accountable for their behaviour and individual decisions.
e) Members must listen to and consider the opinions and needs of the community in all decision making and allow for public discourse and feedback.
f) Members must act in accordance with the law, which includes, but is not limited to, the statutes, bylaws, and policies that govern local government. including but not limited to:
   i) the *Community Charter*;
   ii) the *Local Government Act*;
   iii) *BC Human Rights Code*;
   iv) *FIPPA*;
   v) the *Financial Disclosure Act*; and
   vi) bylaws, policies, and procedures of the District.

10. Leadership and Collaboration

10.1 Leadership and collaboration is demonstrated through the following conduct:

a) Members must demonstrate behaviour that builds public confidence and trust in local government.
b) Members must provide considered direction on municipal policies and support colleagues and staff to do the same.
c) Members must educate colleagues and staff on the harmful impacts of discriminatory conduct and take action to prevent this type of conduct from reoccurring if necessary.
d) Members must create space for open expression by others, take responsibility for one's own actions and reactions, and accept the decisions of the majority.
e) Members must advocate for shared decision-making and actively work with other elected officials, staff, the public, and other stakeholders to achieve common goals.
f) Members must foster positive working relationships between elected officials, staff, and the public.
g) Members must commit to building mutually beneficial working relationships with neighbouring First Nations to further advance reconciliation efforts.
h) Members must positively influence others to adhere to the foundational principles of responsible conduct in all local government dealings.

11. General Conduct

11.1 A Member must not:
a) contravene this Bylaw; or
b) contravene any other District bylaw or policy.

11.2 A Council Member must not:
a) breach their oath sworn upon taking office as a Council Member; or
b) abuse their office.

11.3 Members must treat Council Members, Staff, Committee Members, Service Providers, Volunteers, Residents, and the public with respect and dignity. Members must not engage with others in a manner that is abusive, bullying, intimidating, defamatory, or derogatory.

11.4 A Member must utilize their authority and position responsibly and ethically, ensuring that their actions and decisions are made with honest intentions, aligned with their official responsibilities, and aimed at serving the best interests of the public and the organization.

11.5 Members must not use their office to attempt to gain personal benefits for themselves, their family members or their friends.

11.6 Members must adhere to Council policies, procedures, and rules of order. Committee Members must be aware of and act within their committee mandates.

12. Interactions with Staff and Service Providers

12.1 Council Members must direct questions and inquiries regarding departmental issues in accordance with protocols established by the CAO and must only contact Staff directly to seek administrative clarity.

12.2 A Member must not compel Staff to engage in partisan political activities or subject them to reprisal of any kind for refusing to engage in such activities.

12.3 Members must not interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions, nor will they impair the ability of municipal officers or Staff to implement Council policy decisions in accordance with section 153 of the *Community Charter.*

12.4 Members must not request or require that Staff undertake personal or private work for or on behalf of a Council Member.

12.5 A Member must not directly or indirectly request, induce, encourage, aid, or permit Staff to do something which, if done by the Member, would be a breach of this Bylaw.

12.6 Members must acknowledge their leadership role and uphold the highest standards in treating others with respect and adhering to the District's *Respectful Workplace Policy.*

12.7 A Member must not issue instructions to any of the District's Service Providers.

12.8 Outside of a Council or committee meeting, a Member shall not communicate with a tenderer or proponent regarding the subject matter of the procurement.

13. Interactions with the Public and Advocacy

13.1 To promote respect for Council and Committee decision making, Members must accurately communicate Council and Committee decisions, even if they disagree with the majority decision.

13.2 Members must not make disparaging comments about other Members or staff.

13.3 The Mayor is the designated spokesperson for the District. If the Mayor is unavailable, the Deputy Mayor will serve as the spokesperson. If both are unavailable, any available Council Member will act as the spokesperson. When designated as a delegate, Council Members must represent official Council policies. When sharing personal opinions, they must clearly state that these views are their own and not those of the Council or District.

13.4 Council Members must avoid conflicts of interest in their advocacy and interactions with the public, disclosing any potential conflicts as required by law and District policy.

13.5 Council Members should use social media responsibly, recognizing that their conduct online can reflect on the Council and the District. Personal views shared on social media must be identified as such.

13.6 Council Members must ensure their communications about Council business:
a) Follow District policy;
b) Are accurate and not knowingly false;
c) Are respectful and do not discriminate against, harass, or defame anyone, including Members, Staff, or Volunteers.

14. Conduct of Meetings

14.1 A Member must act with decorum at Council and Committee meetings in accordance with the *Community Charter* and the District's *Council Procedure Bylaw*.

14.2 Members must prepare for meetings, listen attentively and courteously to discussions, and focus on the presented agenda.

14.3 Members must not interrupt other speakers unless they are in accordance with the permitted interruptions outlined in the *Council Procedure Bylaw* and *Roberts Rules of Order*.

14.4 Members must not engage in debate with Staff, Service Providers, Delegates, or Residents while receiving information, including but not limited to delegations, invited presentations, staff reports, or public input.

14.5 Members must not make personal comments not germane to the business of the body, or otherwise interfere with the orderly conduct of a meeting.

14.6 Members must adhere to the conduct requirements of this Bylaw while participating in all Council and Committee activities, as well as in other bodies to which they are appointed by the District or by virtue of their elected office, including intergovernmental meetings.

14.7 Council Members must maintain adequate attendance at meetings in accordance with Section 125 of the *Community Charter* to effectively fulfill their responsibilities and duties.

14.8 Committee Members must maintain adequate attendance at meetings, and must not be absent from Committee meetings to which they have appointed for more than four consecutive scheduled meetings without reasonable justification (such as illness of the Member, family circumstance, regional government business).

14.9 Members must ensure that decision-making processes are open, accessible, and transparent to the public unless the meeting may be closed to the public as authorized under the *Community Charter*.

15. Personal and Confidential Information

15.1 A Member must not release any Confidential Information unless the Member is specifically authorized to release it by:

a) a resolution of Council to use or release the Confidential Information, and then only to the extent of the Council authorization;
b) the introduction of authorized discussion of the Confidential Information at a meeting that is open to the public; or
c) The matter has been addressed by staff and is no longer considered confidential because the information has been made public.

15.2 Notwithstanding subsections 15.1 (b) and (c), the substance of confidential Council deliberations on Confidential Information is not eligible to be disclosed.

15.3 A Member must not discuss or disclose any information in violation of the FIPPA, including but not limited to personally identifiable information.

15.4 A Member must take reasonable care to prevent unauthorized access to Confidential Information or Personal Information by unauthorized persons.

15.5 If a Member learns of unauthorized access to Confidential Information the Member must report the details of the unauthorized access to the CAO as soon as possible.

15.6 If a Member learns of unauthorized access to Personal Information or any privacy breach, the Member must report the details of the unauthorized access to the Corporate Officer as soon as possible.

15.7 A Member must comply with the directions of the Corporate Officer respecting the use of the District Records and access requests made under FIPPA.

16. Conflict of Interest

16.1 Members must act in accordance with sections 100 to 104 of the *Community Charter,* the *Conflict of Interest Exceptions Regulation,* and the District's *Conflict of Interest Policy*.

16.2 Members must act in accordance with the *Community Charter,* the *Conflict of Interest Exceptions Regulation,* and the District's *Conflict of Interest Policy*.

16.3 In accordance with the *Community Charter*, Members must declare any:
- a) direct or indirect pecuniary interest in the matter; or
- b) interest in the matter that constitutes a conflict of interest, or perceived conflicts of interest.

16.4 Members must consider obtaining personal legal advice if unsure about a potential conflict of interest.

17. Gifts

17.1 In the receipt of Gifts and Personal Benefits, Members must act in accordance with sections 105 and 106 of the *Community Charter* and District policy.

18. Use of Public Resources

18.1 Members must not use, or permit the use of, District public resources such as staff time, equipment, technology, supplies, facilities, branding, or other property for private gain, personal purposes, or election-related purposes.

18.2 Any use of District land, facilities, equipment, supplies, services, property, employees, or other resources for non-District Business must be under the same terms and conditions as available to the general public.

18.3 Members must not undertake federal, provincial or municipal election campaign related activities at Municipal Hall or on other premises owned by the District.

19. Leave of Absence

19.1 A Council Member who is running for elected office outside of a local government election should consider requesting a leave of absence from Council once the writ is dropped for that election to avoid conflicts of interest or perceived conflicts of interest.

19.2 For certainty, this section does not apply should the Council Member no longer be running for the nomination or not be nominated. In those instances, the Council Member may resume the duties identified in those sections.

Part 2 – Investigation, Compliance, and Enforcement

20. Implementation

20.1 This Code of Conduct is intended to be self-enforcing and becomes most effective when Members are thoroughly familiar with it and embrace its provisions. For this reason, this Code must be provided as information to candidates for Council and Committees.

21. Informal Resolution

21.1 If a Member believes that they have observed another Member engaging in conduct that would breach this Bylaw, they must attempt to resolve the complaint directly with the other Member, if possible, prior to submitting a complaint under the complaint procedure.

21.2 If a Staff member believes that they have observed a Member engaging in conduct that would breach this Bylaw, and they wish to file a complaint, they must approach the CAO and the Corporate Officer on a confidential basis and inform the CAO and Corporate Officer of the alleged breach. Upon receipt of the confidential information in this section, the CAO and the Corporate Officer may:

a) determine that no breach has occurred and inform the Staff member of that determination;
b) attempt to address the alleged breach with the Member and, if the circumstances warrant, the Staff member; or
c) request that Staff member file a complaint in accordance with the complaint procedure.

22. Complaint Procedure

22.1 A Member, Staff member or Resident may submit a complaint to the CAO and Corporate Officer. Alternatively, if the complainant is the CAO or Corporate Officer or the complaint involves the CAO or Corporate Officer, the complaint may be submitted to the other position alone.

22.2 A complaint must be in writing, must be submitted within 30 days of the alleged breach (or within 30 days of notification to the CAO and Corporate Officer, if applicable), and must include, with sufficient detail:

a) the name of the complainant;
b) the name of the respondent Member(s);
c) the conduct that the complainant alleges was in breach of the Code;
d) the date of the alleged conduct;
e) the parts of the Code the alleged conduct breached;
f) the basis for the complainant's knowledge of the conduct; and
g) if a complaint is submitted by a Member, whether the Member attempted to resolve the complaint informally under this Bylaw.

22.3 A complaint that does not comply with all of the requirements of this section may be accepted if the CAO and Corporate Officer determine that there has been substantial compliance or if the circumstances otherwise warrant acceptance.

22.4 A complaint submitted outside the time limits set out in section 25 must be rejected, except that the CAO and Corporate Officer may grant an extension if the circumstances of the complaint are sufficiently serious.

22.5 In an election year, complaints submitted from the first day of the nomination period to the general voting day must be accepted and held in abeyance until after the new Council has taken office. At that time, complaints will only proceed if they relate to a Council Member who was re-elected in that election year. For certainty, if the Council Member who is the subject of the complaint is not re-elected, the complaint must be rejected. The same provision applies to a Council Member who is running in a federal or provincial election beginning at the time the writ is dropped. If the Council Member who is the subject of the complaint resigns from Council following the election, the complaint must be rejected.

23. Preliminary Assessment

23.1 On receipt of a complaint, the CAO and Corporate Officer must conduct a preliminary assessment of the complaint or forward the complaint to the District's Solicitor to conduct a preliminary assessment. If the CAO, Corporate Officer or Solicitor determines that any of the following circumstances apply, then they must notify the complainant and respondent Member in writing that the complaint will be closed, stating the reason(s) for the closure:

a) the complaint is not with respect to a breach of this Bylaw;
b) the complaint is frivolous, vexatious, or not made in good faith;
c) the complaint would be more appropriately addressed through another process;

d) the complaint was not in compliance with the complaint procedure, and the respondent Member will be prejudiced by the complainant's failure to comply;
e) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
f) the complaint was submitted by a Member, and the Member ought to have first attempted to resolve the complaint informally under this Bylaw; or
g) there are no possible grounds on which to conclude that a violation of this Bylaw has occurred.

24. Referral to Third-Pary Investigator

24.1 If the CAO, Corporate Officer or Solicitor determines that the complaint should be accepted for investigation, they must refer the complaint to a neutral and independent third-party Investigator of their choosing to conduct an investigation and they must notify the complainant and respondent Member of the referral.

24.2 The Investigator must have all of the same ability to dismiss a complaint on a preliminary basis as set out in this Bylaw.

24.3 An Investigator, once retained, may only be dismissed for cause.

25. Criminal Conduct

25.1 If, at any stage in the complaint procedure, the CAO, Corporate Officer, Solicitor or Investigator determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must immediately refer the matter to the appropriate authorities and suspend any investigation into the complaint until any resulting police investigation and charge have been finally disposed of, and will report the suspension to Council, the complainant, and the respondent Member.

25.2 For certainty, a complaint must be suspended while the respondent is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be re-commenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

26. Formal Resolution

26.1 Once retained, the Investigator must deliver the complaint to the respondent Member, along with a request that the respondent Member provide a written response to the complaint, together with any submissions that the respondent Member chooses to make, within 10 days.

26.2 The Investigator may, at their discretion, deliver the respondent Member's written response and submissions to the complainant and request a reply in writing within 10 days.

26.3 The Investigator may:

a) speak to anyone relevant to the complaint;
b) request disclosure of documents relevant to the complaint;
c) access any record in the custody or control of the District, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege; and
d) extend the timelines established in this section, at their discretion.

26.4 The Investigator has the discretion to conduct the investigation as they deem appropriate, while ensuring that the investigation adheres to the principles of procedural fairness and natural justice pertinent to the specific circumstances of the complaint.

27. Adjudication and Reporting

27.1 The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 days of referral under this Bylaw, unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the complainant and respondent Member of the delay and provide a revised decision date.

27.2 The revised decision date may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Member.

27.3 If, after reviewing all the material information, the Investigator determines that a Member did not violate this Bylaw, then the Investigator must:

a) prepare a written investigation report providing reasons for their determination, which will include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith; and
b) deliver a copy of the investigation report to the complainant, respondent Member, and Council.

27.4 If, after reviewing all the material information, the Investigator determines that a Member did violate this Bylaw, then the Investigator must:

a) prepare a written investigation report providing reasons for their determination, which must include:

i) a summary of the factual findings of the Investigator;
ii) an application of the Bylaw, and any other applicable law, to the facts;
iii) a recommendation of the appropriate sanction, subject to subsection (iv); and
iv) if applicable, a determination of whether the respondent Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no sanction be imposed;

b) deliver a copy of the investigation report to the respondent Council Member; and
c) 48 hours after the delivery of the investigation report to the respondent Member, deliver a copy of the investigation report to Council.

28. Final Determination by Council

28.1 Council must, within 45 days of the Investigator's delivery of the investigation report and recommendations, decide on the appropriate measures, if any, that are warranted by a breach of this Bylaw.

28.2 Prior to making any decision regarding the findings and recommendations set out in the investigation report, the respondent Member must be provided with an opportunity, either in person or in writing, to comment to Council on the Investigator's determinations and recommendations.

28.3 While an investigation report may be considered in a closed meeting, if the circumstances warrant, when Council deliberates and votes on the Investigator's recommendation, it must generally do so in an open meeting.

28.4 Within 30 days of Council's final decision about an investigation, it must, subject to the District's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision.

29. Remedies

29.1 Remedies that may be imposed by Council for a violation of this Bylaw include the following:

a) a letter of reprimand from Council, addressed to the respondent Member;
b) a request from the Council that the respondent Member issue a letter of apology;
c) the publication of the letters contemplated in subsections (a) and (b), along with the respondent Member's response, if any;

d) directions to the CAO and Corporate Officer regarding the method of providing documents that contain confidential information to the respondent Member;
e) a requirement that the respondent Member attend specific training;
f) a recommendation that the respondent Member attend counselling;
g) limitations on access to certain District facilities;
h) prohibition from representing the District at events and/or attending conferences;
i) suspension or removal of the respondent Council Member from the Deputy Mayor rotation;
j) suspension or removal of the respondent Committee Member from their committee appointment;
k) a temporary reduction in remuneration;
l) public censure of the respondent Member; or
m) any other sanction recommended by the Investigator, so long as that sanction is within the authority of Council.

29.2 Council must consider the following factors when determining whether to impose a sanction on a Member:
a) the degree and nature of the conduct;
b) whether the contravention was a single or repeated act;
c) whether the Member knowingly contravened the Code;
d) whether the Member took steps to mitigate or remedy the contravention;
e) the Member's history of other contraventions; and
f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.

29.3 If a Member fails to attend required training as determined by Council, Council must meet to consider whether to impose additional measures in accordance with this section.

30. Confidentiality and Protection from Retaliation

30.1 The CAO, Corporate Officer, Solicitor and Investigator must make all reasonable efforts to process and investigate complaints in a confidential manner and in accordance with FIPPA.

30.2 The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.

30.3 No Member, Staff, or Resident is to retaliate against a person who, in good faith, reports a breach or suspected breach of this Bylaw.

30.4 Any form of retaliation against an individual for participating in the complaint process is strictly prohibited and will be subject to disciplinary action.

31. Obstruction and Frivolous and Vexatious Complaints

31.1 No Member, Staff or Resident shall obstruct the Investigator, Solicitor, CAO or Corporate Officer in relation to the administration of this Bylaw or the investigation of a complaint. Without limitation, the following constitutes obstruction:

a) uttering of threats against any person involved in the complaint;
b) destruction of relevant records or documents; and
c) refusal to cooperate with the Investigator.

31.2 A person who is found to have obstructed the Investigator, CAO, Corporate Officer, or Solicitor or any individual covered by this Bylaw who makes a complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:

a) in the case of Members, sanctions and remedies as described in this Bylaw;
b) in the case of Staff, disciplinary action up to and including termination, as applicable;
c) in the case of any complainant, prohibition from filing complaints under this Code for a specified period of time as determined by the CAO or Corporate Officer in writing.

32. Reimbursement of Costs

32.1 A Council Member may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Bylaw. If appropriate, after considering all of the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:

a) the Council Member has not previously been found to have breached the Code; and
b) the amount claimed does not exceed $10,000.

33. SEVERABILITY

33.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion will be severed and the remainder of this bylaw is deemed to have been adopted without the severed part, section, subsection, paragraph, subparagraph, clause, or phrase.

READ a FIRST, SECOND, and THIRD time the 9th day of September, 2024.

ADOPTED the 23rd day of September, 2024.

Maya Tait

Mayor

Jessica Bagnall

Corporate Officer

SIGN REGULATION BYLAW

Bylaw No. 480,

Sign Regulation Bylaw, 2011

CONSOLIDATED FOR REFERENCE
JULY 11, 2022

BYLAW NO. 480, SIGN REGULATION BYLAW, 2011
SIGN REGULATION AMENDMENT BYLAW NO. 765 (480-01), 2019
SIGN REGULATION AMENDMENT BYLAW NO. 859 (480-02), 2022
SIGN AMENDMENT BYLAW NO. 948, 2026

TABLE OF CONTENTS

DISTRICT OF SOOKE

BYLAW NO. 480

A bylaw to regulate signage within the District of Sooke to ensure that signage is constructed and maintained in a safe and consistent manner.

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

SECTION 1 – TITLE

1.0 This bylaw is cited as *Sign Regulation Bylaw, 2011.*

SECTION 2 – INTENT

2.0 The intent of this Bylaw is to:

(a) encourage the effective and equitable use of signs as a means of identifying businesses and services;
(b) encourage the effective use of signs as a means of communication;
(c) enhance the appearance of the Municipality by regulating the size, height, design and location of permitted signs;
(d) apply the sign regulations in a fair and consistent manner;
(e) protect the public from the dangers of inferior sign construction and from nuisance or hazards arising from improperly maintained, repaired or sited signs;
(f) regulate the construction, maintenance, repair, replacement and removal of signs; and
(g) regulate the issuance of sign permits.

SECTION 3 - DEFINITIONS

3.0 In this bylaw:

“address sign” means a permanent sign with a sign area not exceeding $0.3m^2$ ($3.2ft^2$) displaying in letters, numbers or both the civic address of, or the name of, or both, of the owner or occupant, of any land, building, structure, business, or establishment located on the same parcel as the sign.

“alarm company sign” means a sign identifying the name of an alarm company or security company and indicating the existence of some form of security alarm or security protection on the building or parcel on which it is located and includes ‘Block Watch’ or similar signs.

“alteration”	means a change to the sign structure or sign face including the addition, deletion or re-arrangement of parts, except that a change in the message displayed by a sign does not in itself constitute an alteration.
"awning "	means a detachable system of fabric or other relatively flexible material that is supported entirely from the exterior wall of a building by a fixed or retractable frame.
“awning sign”	means a sign on an awning which is painted on, affixed to by means of a decal, or forms part of the fabric of an awning.

"banner sign"	means a banner containing sign copy that is used as a temporary sign.
“bed and breakfast sign”	means a sign identifying the name of a licensed bed and breakfast business and may include the address and a Tourism B.C. sign that identifies the business as ‘Approved Accommodation’.
“building face”	means all individual wall areas of a building in one plane or elevation.
"business"	includes any profession, trade, occupation or calling and excludes home occupation and bed and breakfast.
“business hours”	means the “open” and “closed” schedule that a business keeps.
"Building Official”	means the person appointed by Council to that position.
“business directory sign”	means a permanent sign that identifies a number of businesses or other establishments located in the same building.
"Bylaw Enforcement Officer”	means the person appointed by Council to that position, and includes all persons authorized by Council to enforce this bylaw.
“calendar year”	means a twelve month period starting with January 1 and ending December 31.
"canopy"	means any permanent, non-retractable and rigid roof-like structure that is supported solely from a building and projects from the facade of the building, excluding a gasoline bar or gasoline service station pump island canopy.
"canopy sign"	means a permanent sign suspended from and entirely below a canopy that extends over the pedestrian walkway.

"changeable copy" means copy on a sign that can be changed automatically by the electronic switching of lamps, illuminated tubes or other means, or, manually using detachable letters, characters, numbers, pictorial panels or graphics.

"channel letters" means three-dimensional individually cut letters or figures, illuminated or not illuminated, affixed to a structure.

"commercial" means a use, occupation, employment, or enterprise carried on for the purpose of generating income or revenue and excludes home based business and bed and breakfast.

"construction project sign" means a temporary sign promoting a construction or real estate development project which may also be used to identify the owner, general contractor, sub-trades, architect, engineers and others associated with the design, planning, development and financing of a project under construction.

"directional sign" means a sign that only communicates information regarding pedestrian or vehicular movement on the lot on which the sign is located.

"district brand" means a combination of the District's logo, and the following defined colours that collectively represent the branding of the District of Sooke when used together in a visual medium:

Name	**RGB**	**Hex**	**Colour**
Harbour Deep	**0, 54, 65**	**#003641**	
Potholes Current	**52, 111, 115**	**#346F73**	
Morning Mist	**103, 147, 150**	**#679396**	
Whiffin Spit Dawn	**251, 202, 101**	**#FBCA65**	
West Coast Sunset	**243, 124, 63**	**#F37C3F**	

"election campaign sign" means a temporary sign promoting a candidate or political party for election to public office.

"electronic message board sign" means a digital sign which exhibits changing or moving effects at a constant intensity of illumination, or a sign with moving letters, symbols or changing messages which are displayed via light emitting diodes (LED), liquid crystal display (LCD), plasma, or similar display technologies.

“façade” means the exterior face of a building upon which a sign is to be placed.

"façade sign" means a sign which is attached and parallel to the surface of an exterior wall of a building or structure but excludes construction project signs and projecting signs.

“fascia” means the flat edge of a building eave overhang or the front or side edges of a canopy.

"first storey" means a storey of a building having its floor level not more than 2m (6.5ft) above grade.

“flag sign” means a flag representing an organization that is used as a sign but does not include a flag representing a country of the world or any Canadian territory, province or municipal corporation.

"flashing sign" means a sign which includes or reflects an intermittent, flashing or oscillating light source or which includes the illusion of intermittent, or oscillation light by means of animation, and may involve moving lights or beacons or a projection of images on a building but does not include an electronic message board sign.

"free-standing sign” means a permanent sign, including a sign structure, that is attached to the ground and is independent of any building or structure, that identifies a person, product or thing.

”frontage” means the perimeter length of any lot that abuts or faces a highway, excluding a lane.

“front-lighting” means illumination by an external light source.

“garage sale sign” means a temporary sign used by the occupier of a residential property to display a message indicating the sale of the occupier’s personal belongings from the residential property on a date set out on the sign.

“governmental sign” means a sign erected or placed within a highway or on a lot, as authorized by the provisions of any statute, Order-in-Council, bylaw, resolution of Council or by order of the Municipal Engineer, and includes, but is not limited to: traffic signs, signals and pavement markings; street name signs; neighborhood identification signs; park identification signs and public notice board signs.

"grade" means the elevation of the sidewalk, pavement or ground directly beneath a sign structure, excluding landscape berms and planter boxes.

"height"	means the vertical distance from grade to the top of the sign or sign structure, whichever is greater, or in the case of a sign attached to a building, awning or canopy, the vertical distance from the bottom to the top of the sign or sign structure, whichever is greater.
"home occupation sign"	means a sign indicating the name of a home occupation, and may include the address.
"hours of operation sign"	means a sign with a sign area that does not exceed $0.6m^2$ ($6.4ft^2$) that displays the times and days that a business is in operation and states if it is 'open' or 'closed'.
"human sign"	means an advertisement displayed by an individual holding or wearing a sign.
"inflatable sign"	means an inflatable three-dimensional device anchored, affixed to, or suspended from, a building or a parcel of land.
"institutional"	means the use of a building for public or non-profit purposes under the auspices of a government or community body and includes municipal offices, schools and colleges, day cares in non-residential buildings, hospitals, community recreation centers, halls, arenas, stadiums, armories, public swimming pools, public art galleries, libraries, museums, police stations, ambulance stations, jails and prisons, courts of law, fire halls and public and private parking lots.
"logo"	means a symbolic representation, not including any words, names or numbers unless part of the registered trademark, that is used exclusively to simplify advertising of a product, business, service or activity and which contains no additional identification, information or message.
"menu board"	means a sign erected as part of a drive-through facility used to display products and services available at the drive-through business.
"Municipal Arts Program"	means the District of Sooke Policy No. 14.3, *Municipal Arts Program Policy, 2009*, as amended from time to time, adopted by Council.
"mural"	means a pictorial representation, other than a logo or graffiti, painted on a building or structure, that is entirely decorative and does not identify or depict a land use, a business, the name of a person or place, or the sale of a product or service.

"Municipality"	means the District of Sooke.

“Municipal Engineer”	means the person appointed by Council to that position and includes his or her designate.
“Municipal Planner”	means the person appointed by Council to that position and includes his or her designate.
“neighborhood banner sign”	means a sign identifying a neighborhood on a municipal street light.
"non-conforming sign"	means a sign lawfully erected prior to the adoption of this bylaw that does not conform to the requirements of this bylaw.
“open house sign”	means a temporary sign that advertises the location of property for sale at which an open house is to be held.
“parcel”	means a lot, block, or other area in which land is held or into which land is subdivided, including a strata lot and a lot created under the *Strata Property Act*.
“permit”	means a permit issued under this bylaw.
"portable sign"	means a temporary sign, which may be self-supporting, that is easily moved and is not permanently attached to the ground, that is used to promote an idea or the sale of a product or service found on the lot on which the sign is located and includes a sandwich board sign.

“premise”	means the area of building(s) and/or lands, or parts thereof, used by a business or the occupants of a residence. In a multiple occupancy building, each business or residence area shall be considered separate premises.
"projecting sign"	means a sign or sign structure where the outside edge projects by more than 0.3m (1ft.) from the wall of a building.
“pump island canopy”	means a canopy built to shelter fuel pumps at a gasoline bar or gasoline service station, and a pump island canopy that is L-shaped or angularly-connected shall be considered to be one pump island canopy.
“real estate sign”	means a temporary sign indicating that the parcel of real estate is available for rent, lease or sale.
“roof line”	means the horizontal line made by the intersection of an exterior wall of the building with the roof covering or the top of a parapet wall or a mansard roof, whichever is higher.

"roof sign" means a sign that is situated on or attached to, the roof of a building and extends above the roof line and includes the display of merchandise but excludes inflatable signs.

"sandwich board sign" means a self-supporting sign consisting of two panels not permanently attached to a building or the ground.

"satellite dish" means a telecommunication device, located outside a building, which is intended to receive or transmit signals to or from one or more communications satellites.

"shopping centre" means any group of more than five (5) permitted commercial or industrial uses, designed, developed and managed as a unit by a single owner or tenant or a group of owners or tenants, with common on-site parking.

"sign" means a structure, device, notice or visual communication medium that attracts the attention of or conveys a message to any person by means of letters, numbers, figures or other symbols, devices or representations, and includes the supporting structure, but does not include government flags, murals, the display of merchandise, vending machines, and fixed mechanical equipment.

"sign area" means the total area of all sides of a sign:

(a) that is within the outer edge of the frame or border of a sign; or

(b) in the case of a sign without a frame or border, the total area within the shortest straight line circumscribing the letters, numbers, figures, or other symbols, devices or representations comprising the message of the sign.

"sign copy" means letters, characters, numbers or graphics making up the message on a sign.

"special event sign" means a temporary sign indicating that a community event or activity will be, or is taking place but does not include third party advertising.

"sponsorship sign" means a sign displaying the logo or name of a business that has supported a community event or facility.

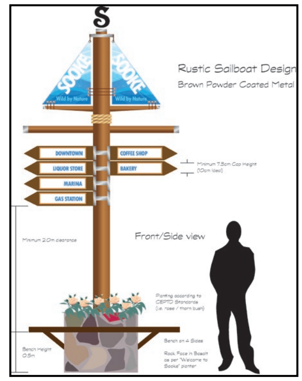
"temporary sign" means a sign that may be moved or removed and is in place for a limited period of time.

"third party advertising" means a message advertising a business, merchandise, service or activity that is not sold, produced, manufactured, furnished, performed or located on the parcel on which the sign is located.

"Town Centre" means that area of the District of Sooke that is designated as Town Centre in the *Official Community Plan* (as amended from time to time) adopted by the Council of the District of Sooke.

"valance" means a short ornamental curtain used to conceal the frame or supporting hardware of an awning.

"way finding sign" means a sign owned, installed and maintained by the municipality to provide directions to commercial businesses and institutional uses for residents and visitors.



"way finding sign panel" means the individual panel available for rent to the owners of commercial businesses who wish to be on a way finding sign.

"window sign" means a temporary sign, picture, symbol or combination thereof, painted on, attached to, installed on, or otherwise placed on a window, that is intended for viewing from outside and includes posters, placards, decals or similar representations but excludes seasonal holiday lighting and decorations, business hours, street addresses, telephone numbers, accreditation signs and credit card logos.

"zone" means a zone established by the Municipality's land use bylaw adopted under Part 26 of the *Local Government Act.*

SECTION 4 – ADMINISTRATION

4.1 Authority

4.1.1 The Municipal Engineer is authorized to administer this bylaw and the Bylaw Enforcement Officer is authorized to enforce this bylaw.

4.1.2 Despite section 4.1.1 of this Bylaw, neither the Municipal Engineer nor the Bylaw Enforcement Officer has a duty to enforce this bylaw.

4.1.3 No person shall commence, cause the commencement of, or allow the erection, construction, relocation, alteration, reconstruction, painting or repainting, placement or maintenance of any sign on a parcel contrary to this or any other District of Sooke bylaw.

4.2 Application Requirements

4.2.1 Unless exempt by the provisions of this Bylaw, prior to the installation of any sign the owner of the parcel on which the sign is to be located, or their agent authorized in writing, must apply for and obtain a sign permit.

4.2.2 No person shall construct, place, install, alter or relocate a sign in contravention of this or any other District of Sooke bylaw or a development permit issued by Council or the Municipal Planner or a development variance permit issued by Council.

4.2.3 An applicant for a sign permit must submit the following:

4.2.3.1 a complete application form, as established by the Municipal Engineer, signed by the parcel owner or, if there is more than one property owner or the applicant is not a property owner, then an *Owner's Authorization Form* must be completed;

4.2.3.2 the applicable fees as set out in the District's *Fees and Charges Bylaw* *[amended by Bylaw No. 765 (480-1), 2019]*, which are not refundable;

4.2.3.3 the civic address of the building, structure or lot on which the sign is to be constructed or, in the case of a sign in, on, or above a highway, the location of the sign;

4.2.3.4 the names and addresses of the applicant, the proposed sign owner, the manufacturer of the sign and the contractor for the installation of the sign;

4.2.3.5 two sets of site plans to scale showing:

(a) the location of all buildings and structures on the parcel;

(b) the location and dimensions of all existing signs on the buildings or structures on which the sign is proposed to be located;

(c) the location and dimension of proposed signs;

(d) the overall height of the sign(s) and clearance beneath it, measured from grade;

(e) the type of illumination and colours to be used;

(f) the type of construction of the sign(s) and the material(s) to be used;

(g) the method of attachment to a building or structure.

4.2.4 The Municipal Engineer shall refer every sign application to the Building Official and the Municipal Planner for confirmation of compliance with relevant District of Sooke Bylaws.

4.2.5 The Municipal Engineer may request the following information in writing from an applicant to assist in the consideration of the application:

(a) existing landscaped areas on the parcel;

(b) colour photographs of the site and building on which the proposed; sign(s) are to be located, illustrating existing signs and the location of the proposed sign(s);

(c) other reports or information necessary to evaluate the sign permit application;

(d) development permit; or

(e) plans sealed by a registered professional engineer.

4.3 Existing and Non-Conforming Signs

4.3.1 Subject to s. 4.3.3, a sign lawfully in existence at the time of adoption of this Bylaw, although such sign does not conform to the provisions of this Bylaw, may continue to be used, if it is maintained in a clean and safe condition.

4.3.2 A sign lawfully in existence at the time of adoption of this Bylaw shall not be reconstructed, altered or moved except in conformity with the provisions of this Bylaw.

4.3.3 A sign lawfully in existence at the time of adoption of this Bylaw may be maintained for so long as the business to which it pertains is in operation, the owner of the parcel on which it is located must bring the sign into compliance with this Bylaw if the building in which the business is located is altered to an extent requiring the issuance of a building permit.

4.4 Variances

4.4.1 Variances to the provisions of this Bylaw may be granted by Council under a development permit or a development variance permit.

4.4.2 If a development variance and/or development permit is granted, the applicant/owner must apply for a sign permit.

4.5 Permit Issuance, Expiry, Cancellation and Refusal

4.5.1 Subject to s. 4.5.6, the Municipal Engineer shall issue a sign permit if the application complies with all provisions of this Bylaw and all other applicable laws, and, if applicable, the applicant has obtained a Development Variance Permit or a Development Permit varying the provisions of this Bylaw to authorize the sign.

4.5.2 A sign permit is valid for the sign(s) described in the permit for six (6) months from the date of issue, during which time the signs authorized by the permit must be constructed or the permit shall lapse. In the case of issuance of a sign permit within a Development Permit the sign permit shall lapse at the same time as the Development Permit.

4.5.3 If the sign is erected, constructed, relocated or altered in contravention of the conditions of the permit, the District of Sooke may cancel the permit and remove the sign within thirty (30) days of cancellation.

4.5.4 If a permit expires, no refund will be issued.

4.5.5 Despite s. 4.5.1, the Municipal Engineer may refuse to issue a sign permit for any sign if:

(a) the proposed sign does not comply with the provisions of this Bylaw or any other applicable law, enactment, or approved development permit or development variance permit;

(b) the sign, in combination with any other existing sign would be non-complying or would make any existing sign non-complying; or

(c) an applicant has failed to provide adequate information to satisfy the request for further information made by the Municipal Engineer, Municipal Planner and/or Building Official.

4.5.6 Where a sign permit is refused, one plan or set of plans shall be marked “Not Approved” and returned to the applicant for the sign permit with written reasons for not granting approval.

4.6 Inspections

4.6.1 If a sign permit application includes plans that are signed and sealed by a registered professional engineer, the sign owner must have the construction and installation of the sign inspected by a registered professional engineer and within seven (7) days of installation must submit to the Municipal Planner a certificate from that engineer confirming the structural integrity and installation of the sign, in a form satisfactory to the Municipal Planner.

4.7 Unsafe Sign(s)

4.7.1 The owner of a sign that may be in danger of falling or is an immediate menace to public safety must remove the sign within 24 hours of being notified to do so by the Municipal Engineer or Bylaw Enforcement Officer.

4.7.2 No person shall locate, erect or light a sign in such a manner as to interfere with the visibility of a traffic control device or to interfere with visibility at an access to or egress from a highway.

4.8 Sign(s) in Disrepair, Obsolete Sign(s) and Sign Framework

4.8.1 Any sign or framework which advertises or publicizes a business or undertaking that no longer exists at the premises on which the sign is located, or pertains to a product which is no longer being marketed within the area, shall be deemed obsolete.

4.8.2 The owner of the parcel on which an obsolete sign is located must remove any obsolete sign or framework within thirty (30) days of it becoming obsolete or within seven (7) days of being so notified by the Municipal Engineer or Bylaw Enforcement Officer, whichever is sooner.

4.8.3 The owner of a damaged or defaced sign must replace, repair, and restore any damaged or defaced signage on the parcel within thirty (30) days of an occurrence of damage or defacement.

4.9 Encroachment Agreement

4.9.1 No sign or canopy shall project over land owned or occupied by the Municipality unless an encroachment agreement is first entered into with the District of Sooke at the land owner's expense.

SECTION 5 – GENERAL PROVISIONS

5.1 Prohibited Signs

5.1.1 The following signs are prohibited in the Municipality:

(a) signs containing third party advertising with the exception of
  - (i) construction signs,
  - (ii) election campaign signs,
  - (iii) alarm company signs,
  - (iv) open house signs,
  - (v) real estate signs,
  - (vi) electronic message board signs,
  - (vii) sponsorship signs mounted on a sports field enclosure where the sign is facing inward towards the sports field,
  - (viii) signs erected by the Municipality,
  - (ix) signs approved by Ministry of Transportation and Infrastructure on a highway,
  - (x) governmental signs,
  - (xi) human signs,
  - (xii) way finding signs,
  - (xiii) a commercial or industrial business located outside the Town Centre that has no existing highway signage (includes way finding sign panel) shall be permitted one (1) sandwich board sign or portable sign located no further than the closest street intersection with Highway 14 for the purpose of advertising the commercial or industrial business.

(b) signs that incorporate any flashing or moving illumination which varies in intensity, or which varies in color.

(c) signs that have any visible moving parts, with the exception of an electronic message board sign for institutional uses and an image(s) projection on a building.

(d) signs on parked vehicles with the exception of signs on public transit buses, lettering or logos painted or fastened by adhesives to commercial vehicles identifying the business or owner, taxi signs or temporary "open house" display signs on real estate sales vehicles.

(e) signs that block, obstruct or interfere in any way with a person's view of traffic, pedestrians, or traffic control devices and signs within public rights of way and signs that obstruct the means of access and egress to a building used by pedestrians.

(f) advertising located on a satellite dish, except for the logo or name of the satellite dish manufacturer.

(g) roof signs.

(h) open house signs along Highway 14 within the Town Centre boundaries.

(i) a sign affixed to a fence, with the exception of the following:
   (i) home occupation sign in accordance with section 6.11 of this Bylaw,
   (ii) directional signs in accordance with section 6.7 of this Bylaw,
   (iii) construction project sign in accordance with section 6.6 of this Bylaw,
   (iv) banner sign in accordance with section 6.2 of this Bylaw,
   (v) real estate sign in accordance with section 6.17 of this Bylaw,

(j) a portable sign that has a changeable copy.

(k) sandwich board signs or portable signs for home occupation businesses.

(l) signs on street lights or utility poles.

(m) any sign that uses the District Brand in such a manner as to suggest it is an official sign of the District, without the prior written approval of the District.

5.2 Signs Not Requiring a Permit

5.2.1 The following signs do not require issuance of a permit:

(a) real estate signs that comply with section 6.17 of this Bylaw;

(b) subject to section 5.1(h) of this Bylaw, directional signs for open houses placed between 9am and 5pm, with a sign area no larger than $0.27m^2$ ($3ft^2$);

(c) window signs located on the same premises as the business to which attention is being directed;

(d) signs erected by the Municipality for municipal purposes, but does not include way finding sign panels;

(e) bus shelter signs and bench signs authorized by the Municipal Engineer;

(f) signs located inside a building and not intended to be viewed from outside;

(g) address signs, hours of operation signs, alarm company signs and governmental signs;

(h) garage sale signs with a sign area no larger than $0.3m^2$ ($3.2ft^2$) provided it is removed within 2 days after end of the garage sale that it advertised;

(i) election campaign signs provided that such signs are removed within three days after the election or referendum;

(j) Flags of Canada or other country or any Province, Territory or municipal corporation providing that:
   (i) the flag must not exceed 10m (32ft) in height, including its supporting structure,
   (ii) must have a minimum clearance of 2.44m (8ft), and
   (iii) must not exceed a sign area of 2.8m^2 (30ft^2).

(k) directional signs that comply with section 6.7 of this Bylaw;

(l) the repainting or repairing of a sign for which a permit has been issued and/or the removal of a sign, provided no other permits or approvals are required from the Municipality;

(m) any signs displayed under the authority of an enactment;

(n) heritage designation plaques;

(o) gasoline price signs not already incorporated in permitted free standing signs providing they are non-illuminated and do not exceed a total display area of 2m^2 (21.5ft^2) on a site;

(p) up to two (2) promotional signs relating solely to automotive product purchases not to exceed 1m^2 (10.8ft^2) each in total display area and placed on the premises of gasoline stations;

(q) sponsorship signs on community playfields provided the signs face inward to the playfield and are a solid uniform color on the outward facing;

(r) menu board signs that comply with section 6.13 of this Bylaw;

(s) human signs provided that the human sign is not illuminated, animated or flashing and does not obstruct the safe and efficient movement of vehicular or pedestrian traffic, sightlines or create safety hazards to vehicles, pedestrian or other persons.

5.3 Maximum Number of Signs and Sign Types Permitted

Except as permitted by this Bylaw,

5.3.1 a commercial or industrial business premise must not have more than two (2) sign types per business premise, not including:
   (a) signs not requiring a permit under section 5.2 of this Bylaw;
   (b) murals that are in accordance with the *Municipal Arts Program Policy*;
   (c) banner sign, construction project sign, special event sign.

5.3.2 where a business premise has more than one frontage, one (1) freestanding sign will be allowed for the two frontages on a corner site.

5.3.3 one (1) freestanding sign is allowed per shopping centre.

5.3.4 For multiple story buildings, signs shall only be located at the level having direct access to a public way except that where a premise occupies more than one floor, a façade sign may be located above the level having direct access to a public way.

5.3.5 The sign types for business premises located along Waterview Street and Goodmere Road as identified in the *Sooke Town Centre Plan, 2009* shall be limited to projecting signs and canopy signs with the exception of:

(a) signs not requiring a permit under section 5.2 of this Bylaw;

(b) murals that are in accordance with the *Municipal Arts Program Policy*;

(c) banner sign, construction project sign, special event sign.

Projecting Signs

5.3.6 a business and residential premise (home occupation, Bed and Breakfast, or Community Care Facility), shall not have more than one (1) sign type at any one time with the exception of:

(a) sections 5.2.1 (a), (b), (d), (f), (g), (h), (i), (j), (l), (m), and (n) of this Bylaw;

(b) murals that are in accordance with the *Municipal Arts Program Policy*.

5.3.7 an institutional premise must not have more than three (3) sign types at any one time with the exception of:

(a) signs not requiring a permit under section 5.2 of this Bylaw;

(b) murals that are in accordance with the *Municipal Arts Program Policy*;

(c) banner sign, construction project sign, special event sign.

5.4 Maximum Combined Sign Area

5.4.1 The maximum combined sign area for an awning sign, canopy sign, projecting sign and façade sign for a business premise (excluding business directory sign) is calculated using the following formula:

$$0.45 \times L = A$$

where:

A = the maximum combined sign area, expressed in

square meters (m^2)
L = the length of a building façade on which the sign is to be placed, expressed in meters (m);

5.4.2 Where more than 50% of the combined sign area of a business premise, excluding free-standing signs, business directory signs and signs listed in section 5.2 of this Bylaw, consists of individual channel or similar letters, the maximum sign area may be increased by 10% provided all new signage consists of individual channel or similar letters and the signage complies with Section 5 and Section 6 of this Bylaw.

Example of Individual Channel Letters

5.4.3 In the case of a double-sided sign, the allowable sign area of that sign is doubled.

5.5 Sign Siting Regulations

5.5.1 A sign:

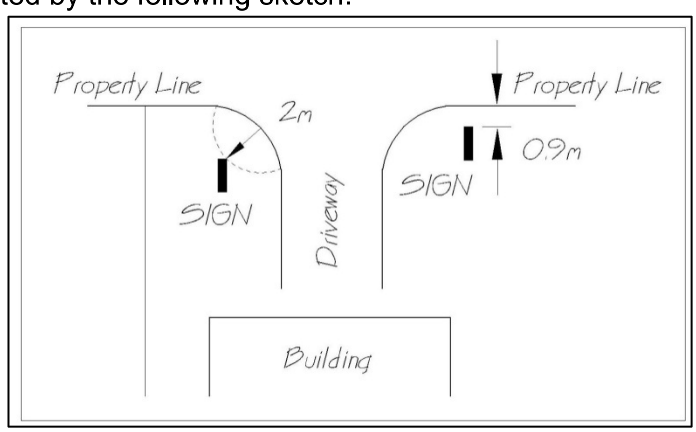
(a) must not obstruct the safe and efficient movement of vehicular or pedestrian traffic, obstruct vehicular or pedestrian sightlines, or otherwise create safety hazard to vehicles, pedestrians or other persons;

(b) must not damage flowerbeds, shrubs or other landscaping located on a boulevard and/or highway;

(c) shall not be approved or if installed, must be removed or relocated when the Municipal Engineer deems the use of a highway to be adversely affected by the siting, size or illumination of a sign;

(d) must not be attached to or obstruct or interfere with the use of any fire escape or any exit or any means of egress from a building or structure; and

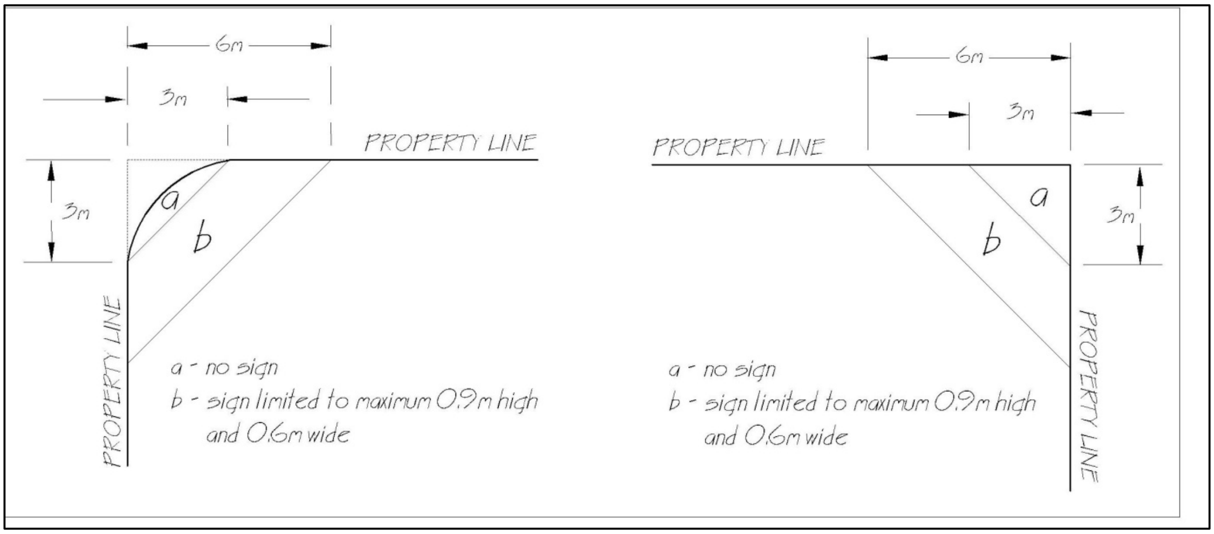
(e) shall not, in the case of a permanent sign mounted on the ground, be closer than 0.9m (2.9ft) to any property line and 2m (6.5ft) to any driveway as illustrated by the following sketch.



5.5.2 A permanent sign and/or temporary sign mounted on the ground on a corner lot:

(a) must not be placed within the area identified as “a” in diagram below which is 3m (9.8ft) from the point of intersection; and

(b) must not exceed 0.9m in (2.9ft) height and 0.6m (1.9ft) in width within the area between 3m (9.8ft) and 6m (19.6ft) shown as “a” and “b”, as illustrated in the following sketch:



5.6 Clearance Regulations:

5.6.1 A sign:

(a) must maintain a clearance of at least 0.6m (2ft) between the outer edge of any sign and any electric light, power, telephone or utility pole, or their supports;

(b) if projecting more than 0.1m (0.3ft) over a pedestrian area, must have a minimum clearance of 2.44m (8ft), excluding directional signs;

(c) if projecting over a vehicular traffic area, must have a minimum clearance of 4.57m (14.9ft); and

(d) must be measured for height from the natural grade. If a sign is on a man-made base, including a graded earth mound, the grade must be determined by the nearest pavement or top of any pavement curb.

5.7 Illumination

5.7.1 The following signs may be illuminated, except where otherwise regulated:

(a) Business Directory Sign
(b) Electronic Message Board Sign
(c) Façade signs
(d) Freestanding Signs
(e) Bed and Breakfast sign
(f) Canopy and Projecting Sign

(g) Menu Board Sign

5.7.2 LED, LCD, plasma, or similar display technologies are permitted in the Town Centre for all uses including bed and breakfast but not including all other uses within a residential zone.

5.7.3 Fluorescent or similar illumination is not encouraged within the Town Centre but is permitted outside the Town Centre.

5.7.4 Lighting for illuminated signs must be downcast or shielded to minimize reflective impact on the night sky by being ground oriented.

5.7.5 Lighting for illuminated signs must not shine directly onto neighboring premises or into the direction of oncoming traffic.

5.7.6 No illuminated sign nor any illuminated element of any sign may turn on or off, or change its brightness if the change of illumination produces an apparent motion of the visual image, including, but not limited to the illusion of moving objects, moving patterns or bands of light, expanding or contracting shapes, rotation or any similar effect of animation.

5.7.7 Sources of light and power must be weatherproofed and approved for outdoor use and must not present heat or electrical hazards under any weather conditions; and

5.7.8 Section 5.7 of this Bylaw must not apply to traffic signals, or other signs within a highway approved by the Municipal Engineer or seasonal holiday display lighting.

5.8 Design Regulations:

5.8.1 In addition to the regulations imposed by section 7.3 of this Bylaw, signs must comply with the following regulations:

(a) the design of signs, including any supporting base, shall be coordinated with the design of buildings on the same lot, enhancing architectural features with careful attention to detail, materials, size and location;

(b) repetitive sign copy on one building façade, awning or canopy is not allowed;

(c) in the case of a multi-tenant building, new or altered signs shall be consistent with the design of existing signs provided that such signage complies with the regulations contained in this Bylaw; and

(d) where a building is subject to a development permit, the sign must be in keeping with the design elements of the development permit.

SECTION 6 – REGULATIONS FOR SIGNS

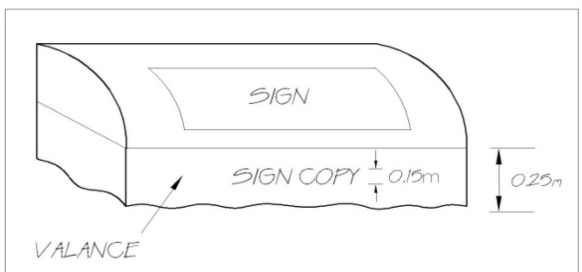
6.1 *Awning Sign*

6.1.1 An awning sign:

(a) is allowed in all zones except single family residential and multiple family residential;

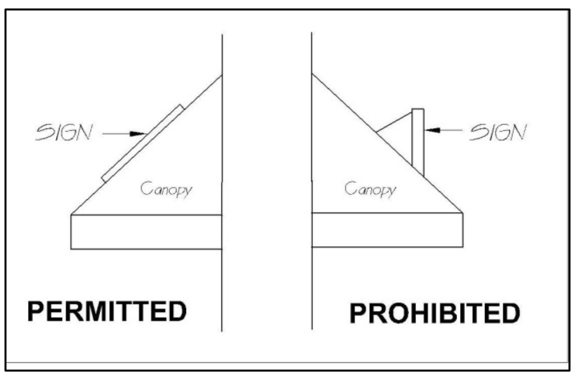
(b) must comply with the maximum sign area and maximum number of sign types contained in section 5 of this Bylaw;

(c) the sign copy on a flexible fabric awning valance is excluded from the maximum allowable sign area provided that the sign copy does not exceed 0.15m (0.5ft) in height as illustrated in the following sketch; and



PERMITTED VALANCE SIGN COPY

(d) must be affixed flat to the exterior surface or fascia of an awning as illustrated in the following sketch;



6.2 *Banner Sign*

6.2.1 One (1) banner sign is allowed per business premise that is in a commercial, industrial, or institutional zone including commercial, industrial, or institutional uses in a comprehensive development zone, with the exception of shopping centers where there is a maximum of three (3) banner signs allowed at one time on a parcel, excluding special event signs that are in the form of a banner.

6.2.2 If the banner sign is for a special event, the banner sign must adhere to section 6.18 of this Bylaw.

6.2.3 An owner of a business on a parcel may apply for one of two types of banner sign permit:

(a) a calendar year banner sign permit, which allows a business premise to advertise on a banner for a maximum of 72 hours per month until the end of the calendar year in which the permit was issued. Unused hours cannot be carried over to the next month. The start of a new calendar year requires a new sign permit. A banner sign with a calendar year banner sign permit must not exceed a height of 0.6m (2.0ft) and a sign area of 3.7m^2 (39.8ft^2);

(b) a twenty (20) day banner sign permit, which allows a business premise to display a banner sign for a maximum of twenty (20) consecutive days from the date the permit was issued. Following the expiration of the permit, the business premise must remain free of banner signs for a minimum of 60 consecutive days. Banner signs can be displayed for a maximum of 60 days in a calendar year and not more than three 20-day banner sign permits must be issued to a business in a calendar year. A new sign permit is required for each display occasion. A banner sign with a 20-day banner sign permit must not exceed a height of 0.6m (2.0ft) and a sign area of 3.7m^2 (39.8ft^2).

6.2.4 A banner sign must be affixed securely to a building, fence or structure at either end.

6.2.5 A banner sign promoting charitable organizations and events may be permitted on a street light subject to review and approval by the Municipal Engineer and the Building Official.

6.2.6 A neighborhood banner sign may be permitted on a street light in residential zones subject to review and approval of the Municipal Engineer and the Building Official.

6.3 *Bed and Breakfast Sign*

6.3.1 A bed and breakfast sign must not exceed a sign area of 0.6m^2 (7ft^2).

6.3.2 A free standing sign for a bed and breakfast must be at least 1.0m (3.2ft) from any parcel boundary and not exceed a height of 3.0m (10ft).

6.3.3 A bed and breakfast sign must not display information other than the name, telephone number, business hours, address, and vacancy of a bed and breakfast establishment;

6.3.4 Notwithstanding 5.3.6, where the parcel fronts on more than one highway, a second freestanding sign for a bed and breakfast may be permitted provided the display area does not exceed a sign area of $0.3m^2$ ($4.3ft^2$) and a height of 3.0m (10ft).

6.4 *Business Directory Sign*

6.4.1 A business directory sign is allowed in all zones except single family residential provided that:

(a) the sign must not include an advertising copy and must not exceed a sign area of $1.5m^2$ ($16ft^2$);

(b) the sign must be erected on, and parallel to, the face of a building or structure with a maximum height of 1.22m (4 ft); and

(c) no more than two (2) directory signs are permitted per building or structure.

6.5 *Canopy Sign*

6.5.1 A canopy sign is allowed in all zones except for single-family residential and multi-family residential zones and for residential uses in commercial and comprehensive zones

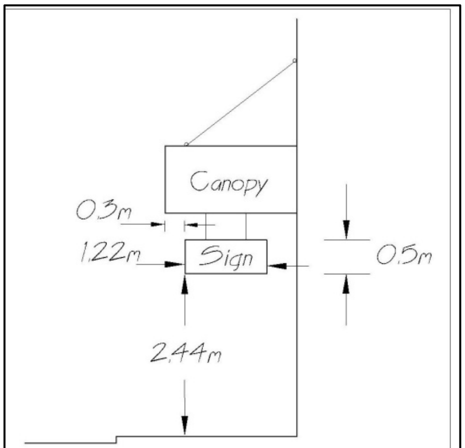
6.5.2 A maximum of one canopy sign is allowed for each business premise;

6.5.3 As illustrated in the following sketch, a canopy sign:

(a) must not exceed a height of 0.5m (1.6 ft) and a width of 1.22m (4ft);

(b) including any front-lighting, must have a clearance of 2.44m (8ft); and

(c) must be located perpendicular to the wall from which the awing or canopy projects.



UNDER AWNING/CANOPY SIGN

6.6 *Construction Project Sign*

6.6.1 A construction project sign is allowed within all zones provided that the sign:

(a) does not exceed a sign area of $6m^2$ ($64ft^2$) per road frontage for lots less than or equal to $1{,}500m^2$ ($16{,}145ft^2$) in area;

(b) does not exceed a sign area of $12m^2$ ($128ft^2$) per road frontage for lots greater than $1{,}500m^2$ ($16{,}145ft^2$) in area; and

(c) is removed within two (2) weeks from the date the project construction is completed.

6.7 *Directional Sign*

6.7.1 A directional sign is permitted in all zones except single family residential provided that:

(a) the sign must not include an advertising copy and must not exceed a sign area of 0.3m2 (3.2ft2);

(b) the sign may be free standing with a maximum height of 1.22m (4ft) or affixed to a building or to a fence enclosing the parcel;

(c) in multi-family residential zones, not more than two (2) signs are allowed on a parcel; and

(d) in all other zones, not more than three signs are allowed on a parcel and not more than two additional signs signifying vehicle entry and exits are allowed at each driveway.

6.8 *Electronic Message Board Sign*

6.8.1 Electronic message boards may be erected, located or displayed in association with a school as defined by British Columbia Ministry of Education, a university or community college, hospital, library, or governmental institution or facility, provided that:

(a) the sign area must not exceed $3m^2$ ($32ft^2$) per side;

(b) the minimum display time for any electronic message, without movement or change in color, shall be 30 seconds;

(c) the intensity of the illumination must be maintained at a constant level; and

(d) the sign is not located within 15m (49.2ft) of a traffic light or within 3m (9.8ft) of a driveway entrance or exit at the edge of the road allowance.

6.9 *Façade sign*

6.9.1 A façade sign is allowed in all zones.

6.9.2 In the case of a business premise with no exterior façade, no façade sign is permitted.

6.9.3 Signs must comply with the maximum sign area and maximum number of sign types contained in section 5 of this Bylaw.

6.9.4 A sign may not project more than 0.3m (0.9ft) from the façade on which it is mounted.

6.10 *Freestanding Sign*

6.10.1 A freestanding sign is allowed in all zones.

6.10.2 Freestanding signs are limited to one per parcel if the business premise has a street frontage of not less than 10m (32ft).

6.10.3 A freestanding sign must not be sited less than 3m (9.8ft) from another freestanding sign.

6.10.4 In the case of a freestanding sign with changeable copy, the changeable copy is allowed only as a component of a freestanding sign at a gasoline bar, gasoline service station, shopping centre, or on a lot in an institutional zone. The changeable copy must not exceed 50% of the sign area.

6.10.5 A freestanding sign must not project over an area used for pedestrian or vehicle traffic including a sidewalk or parking space.

6.10.6 A freestanding sign in residential zones shall be subject to section 6.3 or 6.11 of this Bylaw, whichever is applicable.

6.10.7 Unless otherwise permitted by this Bylaw, the maximum sign area for freestanding signs in all zones except residential zones must be 9.3m^2 (100ft^2), except in the case of identifying a shopping centre the maximum sign area must be 14.86m^2 (159.9ft^2).

6.10.8 In the case of a freestanding sign located at a shopping centre, no part of the freestanding sign will exceed the following maximum height:

Gross Floor Area (GFA) of the Shopping Centre (Square Metres)	Maximum Height
0 - 8,000	6.0m (19.6ft)
8,001 +	8.0m (26.2ft)

6.11 *Home Occupation Sign*

6.11.1 A home occupation sign must not exceed a sign area of 0.3m^2 (3.2ft^2).

6.11.2 A home occupation sign must not be illuminated.

6.11.3 A home occupation sign must be one of the following sign types:

(a) façade sign, attached to the dwelling or accessory building containing the home occupation use or to a fence enclosing the parcel;

(b) window sign; or

(c) freestanding sign.

6.11.4 A home occupation sign must be at least 1.0m (3.2ft) from any parcel boundary and must not exceed a height of 3.0m (10ft).

6.12 *Inflatable Sign*

6.12.1 An inflatable sign is allowed in commercial or industrial zones and for commercial or industrial uses in comprehensive development zones.

6.12.2 An inflatable sign permit for a business premise is valid for a maximum of seventy two (72) hours per month from the date the permit was issued. Inflatable signs can be displayed for a maximum of one (1) time per calendar year.

6.12.3 Not more than one (1) inflatable sign is allowed per business premise with the exception of shopping centers where a maximum of two (2) inflatable signs are allowed at one time on a parcel.

6.12.4 An inflatable sign on a building or parcel must be setback from any property line a minimum distance equal to the height of the inflatable sign.

6.12.5 An inflatable sign not exceed a height of 6m (19.6ft).

6.13 *Menu Board Sign*

6.13.1 One (1) menu board sign shall be permitted in association with a drive-through facility in a commercial zone, provided the menu board does not exceed a maximum height of 2.0m (6.5ft) and a maximum sign area of 4.0m^2 (43ft^2).

6.14 *Mural*

6.14.1 A mural is allowed in all zones provided the mural is in accordance with the *Municipal Arts Program Policy* prior to approval of a permit.

6.15 *Portable Sign and Sandwich Board Sign*

6.15.1 A business premise is permitted either one (1) portable sign or one (1) sandwich board sign and the sign must be placed on the same parcel as the business to which it directs attention and must not be located more than 3m (10ft) away from the business frontage, except a commercial or industrial business located outside the Town Centre that has no existing highway signage (includes way finding sign panel) shall be permitted one (1) sandwich board sign or portable sign located no further than the closest street intersection with Highway 14 for the purpose of advertising the commercial or industrial business.

6.15.2 If a business premise has more than one frontage, one portable sign and one sandwich board sign is permitted.

6.15.3 A portable sign must be professionally constructed and painted to a professional standard of design and finish and must not be illuminated.

6.15.4 A portable sign must not impede the regular movement of pedestrians or vehicles.

6.15.5 A portable sign can only be displayed during the business hours of the business to which it directs attention.

6.15.6 Permit applications for sandwich board signs and portable signs must indicate on a site plan the location in which the sign will be displayed.

6.15.7 A portable sign must not exceed 0.8m (2.6ft) in width by 1.7m (5.6ft) in height.

6.15.8 A sandwich board sign must not exceed 0.6m (2ft) in width by 1.0m (3.2ft) in height if located in the Town Centre and must not exceed 1.0m (3.2ft) in width by 1.2m (3.9ft) in height if located outside the Town Centre.

6.16 *Projecting Sign*

6.16.1 A projecting sign is allowed in all zones except for single-family and multi-family residential zones and for residential uses in a commercial or comprehensive development zone.

6.16.2 No person shall erect a projecting sign which is supported in whole or in part by a canopy or awning.

6.16.3 A projecting sign must comply with the maximum combined sign area contained in Section 5 of this Bylaw.

6.16.4 A maximum of one projecting sign is allowed for each business premise.

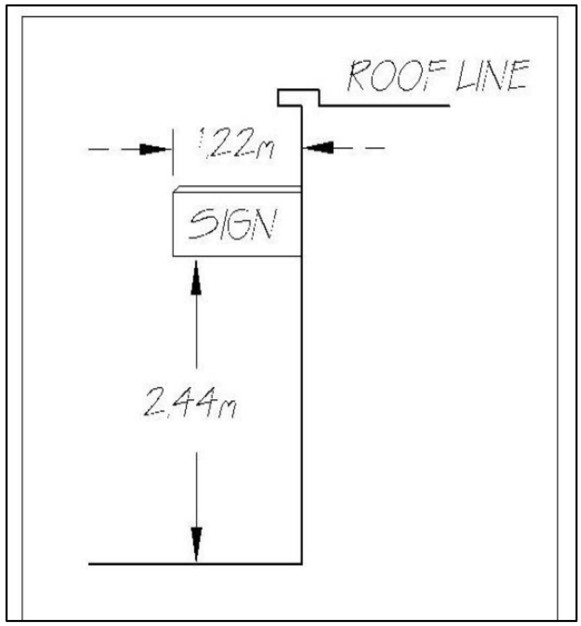
6.16.5 The projecting sign must be attached to the business premise to which it pertains and be two-sided, with sign copy on both sides.

6.16.6 Where two or more projecting signs are displayed on any building they must be of compatible material and design.

6.16.7 As illustrated in the following sketches, the projecting sign must comply with the following:

(a) the maximum sign area per side must be $1.11m^2$ ($11.9ft^2$) and must not exceed a height of 1.83m (6ft);
(b) must have a clearance of 2.44m (8ft) except when located over a driveway, manoeuvring aisle or parking area in which case a sign must have a clearance of 4.57m (14.9ft);
(c) the outer edge of a sign must not project more than 1.22m (4ft) from a building;
(d) the average thickness must not exceed more than 0.4m (1.3ft);

(e) the distance between the sign and the building to which it is attached must not exceed 0.6m (1.96ft); and
(f) must be attached to the first storey of a building.



6.17 *Real Estate Sign*

6.17.1 In a residential zone one real estate sign, with a sign area not exceeding 1.0m^2 (10.8 ft^2) is allowed for a maximum period of 24 months and the sign must be removed no later than 7 days after the date that a final sale is achieved for the parcel.

6.17.2 In non-residential zones one real estate sign, with a sign area not exceeding 2.0m^2 (21.5 ft^2) is allowed for a maximum period of 24 months and the sign must be removed no later than 7 days after the date that a final sale is achieved for the parcel.

6.17.3 For parcels with primary uses that are commercial, industrial or multi-family residential and have a site area exceeding 2.0ha (4.94 ac) two (2) real estate signs each with a sign area not exceeding 7.0m^2 (75.3 ft^2) are allowed for a maximum period of 24 months and the signs must be removed no later than 7 days after the date that a final sale is achieved for the parcel.

6.18 *Special Event Signs*

6.18.1 One (1) special event sign, with a sign area not exceeding 3m^2 (32.3ft^2) and a height of 3m (9.8ft) is allowed on a parcel with the permission of the property owner, provided that the sign must not be erected prior to fourteen (14) days before the date of the event and must be removed no later than three (3) days following the date of the event. The limit on the total number of special event signs per special event is four (4) signs.

6.18.2 A special event sign in the form of a banner sign in, on or over any street, highway, sidewalk, pathway or other public place may be permitted subject to review and approval by the Municipal Engineer and Building Official.

6.19 *Way finding Sign and Way Finding Panels*

6.19.1 The District of Sooke will establish locations for way finding signs and for renting out way finding panels.

6.19.2 Once a way finding sign has been located and constructed, advertising may be displayed on a way finding panel in return for a rental fee per calendar year.

6.19.3 Businesses that are not visible and are not located along Highway 14 will have first choice for a way finding panel over those businesses located on Highway 14.

6.19.4 Uses within residential zones are not permitted to rent a way finding panel.

SECTION 7 – CONSTRUCTION STANDARDS

7.1 General

7.1.1 No person shall affix a sign to or keep a sign affixed to a fire escape nor shall erect, construct or keep a sign that obstructs, impedes, impairs the free and uninterrupted use and enjoyment of a fire escape, fire exit window, fire exit door or passage intended to be used in the event of a fire, or a window or other aperture which admits light or provides ventilation.

7.1.2 Whenever any sign presents a safety hazard, is defective or not up to Bylaw standards, an order in writing may be served to the owner of the parcel where the sign is located and the holder of the sign permit requiring that the sign be put in a satisfactory condition or removed within a time limit set forth in such order.

7.2 Maintenance

7.2.1 The holder of the sign permit and the owner of the parcel on which the sign is located must maintain the sign, including its supports and fastenings, in a safe and secure condition, free from defect, defacement and in a non-deteriorated condition, at all times.

7.3 Design

7.3.1 The design of a sign, except those signs exempted from the provisions of this Bylaw shall conform to Part 4 of the *British Columbia Building Code.*

7.4 Materials and Methods of Construction of Signs and Sign Structures

7.4.1 A sign supplied with electrical energy must not be constructed of combustible materials unless that material has been C.S.A approved.

7.4.2 Except for electric lamps and tubing, glass used in a sign must be safety glass.

7.4.3 The sign must be weatherproof and all steel supporting members must be galvanized or otherwise protected from rusting.

SECTION 8 – ENFORCEMENT

8.1. Enforcement Officers, offences, and fines are as designated by the Municipal Ticketing Information Bylaw.

8.2. This bylaw may be enforced by means of a ticket in the form prescribed for the purpose of s. 264 of the *Community Charter.*

8.3. Any person who contravenes this bylaw commits an offence and on summary conviction by a court of competent jurisdiction, is subject to a fine of not more than $50,000.00, in addition to the costs of prosecution. Each day during which a violation, contravention, or breach of this bylaw continues is deemed to be a separate offence.

SECTION 9 - SEVERABILITY

9.1 If any portion of this bylaw is held to be invalid, illegal or unenforceable, it will be severable from the remainder of this Bylaw and the remainder of this Bylaw shall be construed as if such invalid, illegal or unenforceable provision had been deleted.

SECTION 10 – REPEAL

10.1 The District of Sooke Bylaw No. 109, *Sign Regulation Bylaw, 2003* as amended is repealed.

Introduced and read a first time the 11 day of July, 2011.

Read a second time the 11 day of July, 2011.

Amended the 12th day of September, 2011

Public Input the 12th day of September, 2011

Read a third time the 12th day of September, 2011

Adopted on the 11th day of October, 2011.

"Original signed by:"	*"Original signed by:"*
Janet Evans	Bonnie Sprinkling
Mayor	Corporate Officer

DISTRICT OF SOOKE
ELECTION PROCEDURE BYLAW NO. 841

A Bylaw providing for the conduct of local government elections and other voting, including the use of automated voting machines

---

The Council of the District of Sooke, in open meeting assembled, enacts as follows:

PART 1 - INTRODUCTION

Citation

1) This Bylaw is cited as the "Election Procedure Bylaw, No. 841, 2022".

Definitions

2) In this Bylaw:

   a) **acceptable mark** means a mark made in accordance with instructions provided, which the voting machine can identify, and which has been made by an elector in the space provided on the ballot opposite the name of any candidate or opposite either 'yes' or 'no' on any other voting question;

   b) **automated vote counting system** means a system that counts and records votes, processes and stores election or any other voting results, which comprises:

      i) a number of ballot-scanning vote tabulating units, each of which rests on a ballot box, and
      ii) a number of portable ballot boxes;

   c) **ballot** means a single ballot card designed for use in an automated vote counting system, which shows

      i) the names of all of the candidates for each of the offices to be filled; and
      ii) all of the choices on all of the bylaws or other matters on which the opinion or assent of the electors is sought;

   d) **ballot return override procedure** means the use, by an election official, of a device on a vote tabulating unit, that causes the unit to accept a returned ballot;

e) **elector** means a resident elector or non-resident property elector of the District of Sooke.

f) **memory card** means the computer software storage device which is inserted into the vote tabulating unit and into which is pre-programmed the names of all the candidates for each of the offices to be filled, and the alternatives of 'yes' or 'no' for each question on the ballot, and which records and stores information on the number of acceptable marks made for each;

g) **portable ballot box** means a ballot box that is used at a voting place where a vote tabulating unit is not being used or is not functioning;

h) **results tape** means the printed record generated from a vote tabulating unit at the close of voting on general voting day, which shows the number of votes for each candidate for each of the offices to be filled, and the number of votes for and against each bylaw or other matter on which the opinion or assent of the electors is sought.

i) **returned ballot** means a voted ballot, inserted into a vote tabulating unit, that is not accepted and is return by the unit to the elector with an explanation of the ballot marking error that caused the ballot not to be accepted;

j) **vote tabulating unit** means the device into which voted ballots are inserted, and that scans each ballot and records the number of votes for each candidate and for and against each bylaw or other matter on which the opinion or assent of the electors is sought.

Application

3) This Bylaw applies to all elections and all other voting.

Access to Nomination and Endorsement Documents

4) In accordance with section 89(7) of the *Local Government* Act, the chief election officer must give public access to nomination documents during regular business hours and via the Internet or other electronic means from the time of delivery until 30 days after the declaration of the election or other voting results.

PART 2 – CONDUCT OF ELECTIONS & OTHER VOTING

Provincial List of Voters

5) The most current available Provincial list of voters prepared under the *Election Act* shall form the register of resident electors and shall become the register of electors for the District of Sooke on the 52nd day before general voting day.

Advance Voting Opportunities

6) In addition to the required advance voting opportunity on the 10th day before general voting day required by the *Local Government Act*, the 3rd day before general voting day shall be the second advance voting opportunity.

Additional Advance Voting Opportunities

7) The chief election officer may:

   a) establish additional voting opportunities to be held in advance of general voting day; and
   b) designate the voting places and set the voting hours for these voting opportunities.

Special Voting Opportunities

8) As authorized under section 109 of the *Local Government Act*, a special voting opportunity will be held at the following place:

   a) Ayre Manor Lodge
   6744 Ayre Road
   Sooke, BC V9Z 0G9

9) The chief election officer may establish the dates and voting hours within the limits set out in the *Local Government Act*, for the special voting opportunities.

10) The only electors who may vote at a special voting opportunity are electors who, on the date on which the special voting opportunity is held, are either assisted living or complex care residents of Ayre Manor.

11) Subject to section 109(3) of the *Local Government Act*, the Council authorizes the chief election officer to limit the number of candidates' representatives who may be present at a special voting opportunity.

Use of Voting Machines

12) Voting may be conducted in a general local election, and other voting, by using an automated vote counting system.

Automated Voting Procedures

13) If requested by the elector, a demonstration of the method for voting by using an automated vote counting system must be provided.

14) Upon entering a voting place, electors must proceed as instructed to the election official responsible for issuing ballots.

15) The election official responsible for issuing a ballot to an elector:

  a) must ensure that the elector

    i) is qualified to vote in the election, and
    ii) completes the voting book as required by the *Local Government Act*; and

  b) after satisfying paragraph (a), must give to the elector a ballot, a secrecy sleeve if the elector requests it, and any further instructions requested by the elector.

16) After receiving a ballot, an elector:

  a) must proceed immediately to a voting compartment;
  b) may vote only by making an acceptable mark on the ballot

    i) beside the name of each candidate of choice up to the maximum number of candidates to be elected for each office to be filled;
    ii) beside either 'yes' or 'no' on any other voting question;

  c) must proceed to the vote tabulating unit, and under the supervision of the election official in attendance insert the ballot directly into the vote tabulating unit without exposing the acceptable marks on the ballot; and

  d) may request a replacement ballot from the election official in attendance if
    i) before inserting a ballot into the vote tabulating unit the elector decides they made a mistake when marking the ballot, or
    ii) a ballot is returned by the vote tabulating unit.

17) The chief election official or designated election official must carry out the following procedures if an elector requests a replacement ballot in accordance with subsection (16)(d):

  a) issue a replacement ballot to the elector;
  b) mark as "spoiled" the ballot that is being replaced; and
  c) retain all spoiled ballots separately from all other ballots.

18) Spoiled ballots must not be included in the counting of votes on ballots.

19) For the purpose of counting acceptable marks, the chief election official or designated election official must reinsert a returned ballot into the vote tabulating unit by using the ballot override procedure if the elector

  a) has not damaged the returned ballot to the extent that it cannot be reinserted; and
  b) does not want a replacement ballot.

20) A ballot counted by the vote tabulating unit is valid and all acceptable marks contained on that ballot must be counted subject to a determination made under a judicial recount.

21) An elector must immediately leave the voting place after the vote tabulating unit indicates that the elector's ballot has been accepted.

22) The election official supervising a vote tabulating unit must insert into a portable ballot box all ballots delivered by electors during a time when the vote tabulating unit is not functioning and is not replaced.

23) The chief election officer or designated election official must carry out the following as soon as is reasonably possible after a nonfunctioning vote tabulating unit becomes operational or is replaced with another vote tabulating unit:

    a) remove the ballots contained in the portable ballot box that temporarily replaced the nonfunctioning vote tabulating unit; and
    b) insert into the functioning vote tabulating unit the ballots removed under paragraph (a).

Advanced Voting Opportunity Procedures

24) Vote tabulating units must be used to conduct the vote at all advance voting opportunities.

25) Voting procedures at advance voting opportunities must follow as closely as possible those described in sections 13 to 23.

26) At the close of voting at each advance voting opportunity the presiding election official must ensure that

    a) no additional ballots are inserted in the vote tabulating unit;
    b) the portable ballot box is sealed to prevent the insertion of any ballots;
    c) the register tapes in the vote tabulating unit are not generated;
    d) the memory card of the vote tabulating unit is secured; and
    e) deliver the vote tabulating unit together with the memory card and all other materials used to the chief election officer.

Special Voting Opportunity Procedures

27) A portable ballot box must be used for all special voting opportunities unless the chief election officer determines that it is practical to use a vote tabulating unit.

28) Where a vote tabulating unit is not used for special voting opportunities, the presiding election official must:

    a) ensure that a portable ballot box is secured when not in use; and

b) at the close of voting at the final special voting opportunity must seal a portable ballot box and return it together with all other election materials to the chief election officer.

Mail Ballot Voting

29) Voting by mail ballot and elector registration by mail in conjunction with mail ballot voting are authorized.

30) Sufficient record will be kept by the chief election officer so that challenges of the elector's right to vote may be made in accordance with the intent of section 126 of the *Local Government Act*.

31) As provided in the *Local Government Act*, to be counted, a mail ballot must be received by the chief election officer before the close of voting on general voting day.

32) Once a mail ballot package has been accepted by the chief election officer, that voter may only vote by mail ballot.

Application Procedure for Mail Ballot

33) A person wishing to vote by mail ballot must apply by providing their name and address to the chief election officer or to an election official designated by the chief election officer for such purposes, during the period commencing fourteen (14) days before the first day of advance voting, and ending at 4:00 p.m. on the Thursday two days before general voting day.

34) Upon receipt of a request for a mail ballot, the chief election officer or designated election official must, between the first day of advanced voting and 4:00 p.m. on the Thursday two days before general voting day:

a) Make available to the applicant, a mail ballot package as specified in section 110 (7) of the *Local Government Act*, together with an elector registration application, where required.

b) Immediately record and, upon request, make available for inspection:

(i) The name and address of the person to whom the mail ballot package was issued; and

(ii) Information as to whether or not the person is registered as an elector.

Voting Procedure for Mail Ballot

35) In order to vote using a mail ballot, the elector must mark the ballot in accordance with the instructions contained in the mail ballot package provided by the chief election officer.

36) After marking the mail ballot, the elector must:

a) place the mail ballot in the secrecy envelope provided, and seal the secrecy envelope;

b) place the secrecy envelope in the certification envelope, and complete and sign the certification printed on such envelope, and then seal the certification envelope;

c) place the certification envelope, together with a completed elector registration application, if required, in the outer envelope, and then seal the outer envelope; and

d) mail, or have delivered, the outer envelope and its contents to the chief election officer at the address specified so that it is received no later than the close of voting on general voting day.

Mail Ballot Acceptance

37) Until 4:00 p.m. on the Thursday two days before general voting day, upon receipt of the outer envelope and its contents, the chief election officer or designated election official must immediately record the date of such receipt and must then open the outer envelope and remove and examine the certification envelope and the completed elector registration application, if applicable, and if satisfied as to:

a) the identity and entitlement to vote of the elector whose mail ballot is enclosed;

b) the completeness of the certification; and

c) the fulfillment of the requirements of section 70 of the *Local Government Act* in the case of a person who is registering as a new elector;

the chief election officer or designated election official must mark the certification envelope as "accepted", and must retain all such certification envelopes.

38) The unopened certification envelopes must remain in the secure custody of the chief election officer or designated election official until 4:00 p.m. on the Thursday two days before general voting day, at which time the certification envelopes containing the secrecy envelopes must be opened in the presence of at least one other person, including any scrutineers present.

39) At 4:00 p.m. on the Thursday two days before general voting day, the chief election officer or designated election official must place all secrecy envelopes received up until that time into a ballot box specified for such purpose, where such secrecy envelopes were received from persons who voted using a mail ballot.

40) Where an outer envelope and its contents are received by the chief election officer or designated election official between 4:00 p.m. on the Thursday two days before general voting day and the close of voting on general voting day, the provisions of section 37 of this bylaw with regard to ballot acceptance apply and the chief election officer or designated election official must retain such envelope in custody until the close of voting and at that time must open such certification envelopes in the presence of at least one other person, including any scrutineers present, and place the secrecy envelope containing the ballot into the ballot box containing the other unopened secrecy envelopes.

41) After all of the secrecy envelopes have been placed in the ballot box designated for that purpose, and following the close of voting on general voting day, the following procedures must be followed:

a) under the direction of the chief election officer, the ballot box containing the secrecy envelopes must be opened;

b) the secrecy envelopes must be removed and opened and the ballots contained in those envelopes inserted for counting into a vote tabulating machine; and

c) after the procedures set out in paragraphs (a) and (b), the procedures set out in section 47 must be followed to the extent that they are applicable.

Mail Ballot Rejection

42) Where:

a) upon receipt of an outer envelope, the chief election officer is not satisfied as to the identity of the elector whose mail ballot is enclosed; or

b) in the case of a person required to complete an application for registration as an elector, such application has not been completed in accordance with section 70 of the *Local Government Act*, or

c) the outer envelope is received by the chief election officer after the close of voting on general voting day,

the certification envelope must remain unopened, and the chief election officer must mark such envelope as “rejected” and must note their reasons for doing so, and the mail ballot contained in such envelope must not be counted in the election.

43) Any certification envelopes and their contents rejected in accordance with section 42 of this bylaw must remain unopened and are subject to the provisions of section 160 of the *Local Government Act* with regard to their destruction.

Elector's Name Already Used – Mail Ballot

44) Where, upon receiving a request for a mail ballot, the chief election officer determines that another person has voted or has already been issued a mail ballot in that elector's name, the provisions of section 127 of the *Local Government Act* apply, so far as applicable.

Replacement of Spoiled Mail Ballot

45) Where an elector unintentionally spoils a mail ballot before returning it to the chief election officer, the elector may request a replacement ballot by advising the chief election officer or designated election official of the ballot spoilage and by mailing or otherwise delivering by any appropriate means, the spoiled ballot package in its entirety to the chief election officer or designated election official.

46) The chief election officer must, upon receipt of the spoiled ballot package, record such fact, and must proceed to issue a replacement mail ballot package in accordance with section 34 of this bylaw.

Procedures After Close of Voting on General Voting Day

47) After the close of voting on general voting day, the chief election officer or designated election official must

   a) ensure that any remaining ballots in the portable ballot boxes are inserted into the vote tabulating unit;

   b) secure the vote tabulating unit so that no more ballots can be inserted;

   c) generate three copies of the results tape for each memory card used during voting for the tabulation of results.

48) After the close of voting on general voting day, each designated election official at a voting opportunity, must

   a) account for the unused, spoiled and voted ballots and place them, packaged and sealed separately, into the election materials transfer box along with one copy of the results tape;

   b) complete the ballot account and place the duplicate copy in the election materials transfer box;

   c) seal the election materials transfer box;

d) place the voting books, the original copy of the ballot account, one copy of the results tape, completed registration cards, keys and all completed administrative forms into the chief election officer transfer box; and

e) transport all equipment and materials to a designated, secure location at the municipal hall.

Recount Procedure

49) If a recount is required, it must be conducted under the direction of the chief election officer using the automated vote counting system and generally in accordance with the following procedures:

a) the memory cards of all vote tabulating units must be cleared;

b) all ballots must be removed from the sealed ballot boxes; and

c) all ballots, except spoiled ballots, must be reinserted in the vote tabulating unit containing the memory card for that voting place under the supervision of the chief election officer.

Tie Votes after Judicial Recount

50) A tie vote that exists after a judicial recount will be resolved by conducting a lot in accordance with section 151 of the *Local Government Act*.

Repeal

51) Election Procedures Bylaw No. 602, 2014, is hereby repealed.

Severability

52) If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

READ A FIRST, SECOND, and THIRD TIME on the 24 day of May, 2022.

ADOPTED on the 13 day of June, 2022.

Maja Tait
Maja Tait
Mayor

CMushata
Carolyn Mushata
Corporate Officer