AGENDA
MUNICIPALITY OF ACME
REGULAR COUNCIL MEETING
Monday, October 26, 2026
Following the Organizational Meeting
Acme Village Office

1. CALL TO ORDER, CONFIRMATION OF QUORUM AND DECLARATION OF CONFLICT OF INTEREST

2. ADOPTION OF THE AGENDA

2.1 Additions or Deletions to the Agenda
2.2 Approval of Agenda

3. DELEGATIONS AND PUBLIC HEARINGS

None

4. ADOPTION OF PREVIOUS MINUTES

4.1 Adoption of October 13, 2026 Regular Council Minutes
4.2 Adoption of October 21, 2026 Special Council Meeting

5. BUSINESS

5.1 Blais Request – Reimbursement of Plumbing Expenses
5.2 Rural Renewal Stream Discontinuation

6. DISPOSITION OF DELEGATION AND PUBLIC HEARING BUSINESS

None

7. BYLAWS AND POLICIES

7.1 Bylaw 2026 – 11 Land Use Bylaw
7.2 Bylaw 2026 – 12 Animal Control Bylaw

8. INFORMATION

8.1 None

9. FINANCIAL

9.1 Accounts Payable

10. COUNCIL REPORTS

10.1 Council Reports
10.2 CAO Report

11. CORRESPONDENCE

None

12. COURSES AND MEETINGS

October 26, 2026,	Organizational Meeting
October 26, 2026,	Regular Council Meeting
November 9, 2026	Regular Council Meeting

13. IN CAMERA

12.1 Disclosure Harmful to Business Interests of a Third Party (AITA Section 19)

14. ADJOURNMENT

MUNICIPALITY OF ACME
REGULAR COUNCIL MEETING MINUTES
Monday, October 13, 2026
6:00 p.m. Acme Village Office

COUNCIL PRESENT	Mayor	Jason Bates
	Deputy Mayor	Rhonda Laking
	Councillor	Bruce McLeod
	Councillor	David Simmons
	Councillor	Doreen Ternowetsky
COUNCIL ABSENT	None	
STAFF PRESENT	Administrative Advisor	Mike Haugen

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1. CALL TO ORDER CONFIRMATION OF QUORUM AND DECLARATION OF CONFLICT OF INTEREST

Mayor Bates called the meeting to order at 6:02 p.m.

No conflicts of interest were declared.

2. ADOPTION OF THE AGENDA

RESOLUTION: 209-2026

MOVED By Councillor McLeod

That the agenda be approved as presented:

Additions:
None

Deletions:
None

CARRIED

3. DELEGATIONS AND PUBLIC HEARINGS

3.1 Communikit

Boomer Keewatin presented on behalf of Communikit.

4. ADOPTION OF PREVIOUS MINUTES

4.1 September 28, 2026, Regular Council Meeting Minutes

RESOLUTION: 210-2026

MOVED By Councillor Ternowetsky

That the minutes of the Regular Council Meeting held Monday, September 28, 2026, be approved as amended.

CARRIED

5. BUSINESS

5.1 Blais Request

RESOLUTION: 210-2026

MOVED By Councillor Simmons

That Council table item 5.1 – Blais Request until the October 26th Regular Council Meeting so that additional information can be provided.

CARRIED

6. DISPOSITION OF DELEGATION AND PUBLIC HEARING BUSINESS

6.1 Communikit

RESOLUTION: 211-2026

MOVED By Councillor McLeod

That Council accept the presentation for information.

CARRIED

7. BYLAWS and POLICIES

7.1 Bylaw 2026-10 Municipal Development Plan

RESOLUTION: 212-2026

MOVED By Councillor Ternowetsky

That Council give Second Reading to Bylaw 2026-10 Municipal Development Plan.

CARRIED

Mayor Bates abstained from the vote as he was not present at the Public Hearing for Bylaw 2026-10.

RESOLUTION: 213-2026

MOVED By Councillor McLeod

That Council give Third Reading to Bylaw 2026-10 Municipal Development Plan.

CARRIED

Mayor Bates abstained from the vote as he was not present at the Public Hearing for Bylaw 2026-10.

7.2 Bylaw 2026-11 Land Use Bylaw

RESOLUTION: 214-2026

MOVED By Deputy Mayor Laking

That Council give Second Reading to Bylaw 2026-11 Land Use Bylaw with the amendment that Shipping Containers be a Discretionary Use in all districts.

CARRIED

Mayor Bates abstained from the vote as he was not present at the Public Hearing for Bylaw 2026-10.

8. INFORMATION

Council acknowledge receipt of the information items.

9. FINANCIAL

9.1 Accounts Payable

RESOLUTION: 215-2026

MOVED By Councillor McLeod

That Council approve payment of the Accounts Payable listing of October 13, 2026, in the amount of $26,580.83.41.

CARRIED

10. COUNCIL REPORTS

9.1 Council Reports
9.2 CAO Report

RESOLUTION: 216-2026

MOVED By Councillor McLeod

That the Council and CAO Reports be approved as presented.

CARRIED

11. CORRESPONDENCE

None

12. COURSES AND MEETINGS

November 9th Regular Council Meeting
November 23rd Regular Council Meeting

13. IN CAMERA

RESOLUTION: 217-2026

MOVED By Councillor Ternowetsky

That Council go In Camera at 7:55 pm for the following reason(s):

13.1 AITA Section 20 – Disclosure Harmful to Personal Privacy

CARRIED

RESOLUTION: 218-2026

MOVED By Deputy Mayor Laking

That Council returned to Open Session at 8:37 pm.

CARRIED

Council allowed time for the gallery to return.

RESOLUTION: 219-2026

MOVED By Councillor McLeod

That Council direct Administration to proceed with legal consultation as discussed In Camera.

CARRIED

14. ADJOURNMENT

RESOLUTION: 220-2026

MOVED By Mayor Bates

That the meeting be adjourned at 8:40 pm.

CARRIED

These minutes approved this _____ day of _____ 2026.

_____
Mayor
Jason Bates

_____
Deputy CAO
Colleen Herrera

MUNICIPALITY OF ACME
SPECIAL COUNCIL MEETING MINUTES
Wednesday, October 21, 2026
8:30 a.m. Acme Village Office

COUNCIL PRESENT	Mayor	Jason Bates
	Deputy Mayor	Rhonda Laking
	Councillor	Bruce McLeod
	Councillor	Doreen Ternowetsky
COUNCIL ABSENT	Councillor	David Simmons
STAFF PRESENT	Administrative Advisor	Mike Haugen

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1. CALL TO ORDER CONFIRMATION OF QUORUM AND DECLARATION OF CONFLICT OF INTEREST

Mayor Bates called the meeting to order at 8:38 a.m.

No conflicts of interest were declared.

2. ADOPTION OF THE AGENDA

RESOLUTION: 221-2026

MOVED By Mayor Bates

That the agenda be approved as presented:

Additions:
None

Deletions:
None

CARRIED

3. BUSINESS

3.1 Recycling Pick-Up

RESOLUTION: 222-2026

MOVED By Deputy Mayor Laking

That Council full curbside recycling collection throughout the Village.

Councillor McLeod requested a recorded vote.

CARRIED

In Favor
Mayor Bates
Deputy Mayor Laking
Councillor Ternowetsky

Opposed
Councillor McLeod

4. ADJOURNMENT

RESOLUTION: 223-2026

MOVED By Mayor Bates

That the meeting be adjourned at 9:08 p.m.

CARRIED

These minutes approved this _____ day of _____ 2026.

_____
Mayor
Jason Bates

_____
Deputy CAO
Colleen Herrera

REQUEST FOR DECISION

AGENDA ITEM
5.2

Subject: **Matthew Blais Request for Plumbing Cost Reimbursement**

Meeting Date: Monday, October 26, 2026

Presented By: Mike Haugen, Advisor

Link to Strat Plan: Maintain and Manage Capital Assets

Recommended Motion:	That Council determine a level of compensation for Mr. Blais.

Background/ Proposal	Please see the attached email from Mr. Matthew Blais. In the email, Mr. Blais is asking Council to reimburse him for plumbing issues related to the sewer service at 121 Cross Street. Prior to the most recent work done by the Village, the Village had performed flushing operations at the property as a way of assisting the resident on 2 or 3 occasions over the past 2 years. Attempts to camera the line did not conclusively identify an issue with the line, either on the resident's property or the Village connection. The line from the residence was seen to have sagging sections. Most recently, and given further sewer issues at the property, the Village undertook additional investigation including using a hydrovac and higher quality camera. A collapsed line was identified as part of this investigation. The location was identified as being in the road allowance. The Village then proceeded with repair of the line. Mr. Blais is requesting $1986.78.
Discussion/ Options/ Benefits/ Disadvantages:	Under the Municipal Government Act, municipalities are not liable for issues related to water and sewer systems (MGA 530) as long as reasonable actions to keep the system in repair have occurred. This is not a total shield from MGA Section 532. The question before Council is if the Village would consider a reimbursement, and if so, to what level. Council tabled this item so that additional information regarding the invoices and ownership of the property could be gathered. Administration has collected the additional information and advices that if Council wishes to discuss it further, that this be done In Camera (AITA Section 20).
Financial Implications:	Any reimbursement considered by Council would be funded from the Operating Budget.
Council Options:	1. Council may decline to provide any reimbursement. 2. Council may provide the reimbursement requested. 3. Council may provide a partial reimbursement of the amount requested.
Recommended Engagement:	Information only.
Attachments:	Email from Mr. Blais

REQUEST FOR DECISION

Follow-up Actions:	Administration will inform Mr. Blais of Council's decision.

Approval:
Mike Haugen, Advisor

Gmail **Matthew Blais** [redacted]

Reimbursement for Sewer Problem at 121 Cross Street

5 messages

Matthew Blais [redacted] Wed, Sep 16, 2026 at 10:17 AM
To: Public Works <pw@acme.ca>
Cc: "Holly (Holleit)" [redacted], Bernie Lambert [redacted]

Good day Mark,

We're very happy to hear that the issue at [redacted] at 121 Cross Street has now been resolved and that everything is working properly again. Thank you for your assistance in getting this taken care of.

As you're aware, we experienced repeated sewer issues at the property as a result of the faulty work associated with the Village road/property. Because of these issues, we had to arrange for plumbers to attend the property and clear the sewer line on multiple occasions. These costs were paid by me directly, although we believe the expenses resulting from the Village-related issue should be the responsibility of the Village.

I am therefore requesting reimbursement for the sewer line augering/clearing work completed in January and June of 2026.
Although we also had to have the line cleared twice previously due to this same issue, in April and December 2025, I am not including those. I am only requesting reimbursement for the two invoices for 2026 attached to this email. Once these are addressed, we will consider this matter fully resolved.

January 31, 2026 – Invoice #W46528
While the plumber was already at the property to address the sewer issue, we also had a loose pipe underneath the trailer repaired. Unfortunately, Action Plumbing & Excavating send their bills monthly, so related labour and materials appear on the same invoice.

For clarity, I am not requesting reimbursement for the trailer pipe repair. I have deducted those costs from the invoice and am only requesting reimbursement for the sewer-related work.

The invoice total before tax is $1,538.70. The deductions for the unrelated repair are:

Materials: $4.70

Labour: $132.00

$154.00

Mileage: $100.00 ÷ 3
= $33.33
(Two out of three trips on the invoice are for the sewer repair)

$1538.70 - $4.70 - $132.00 - $154.00 - $33.33
= $1214.67
× 1.05 (GST)
= $1275.40

This leaves a requested reimbursement of $1275.40 for the sewer-related work for Jan 8, 2026 and Jan 9, 2026.

June 31, 2026- Invoice #W47475
The second attached invoice reflects the other sewer clearing/augering work completed in June 2026.
This add $711.38 to the reimbursement amount for a total amount:
$1275.40 + $711.38
= $1986.78

Thank you again for your help in resolving this issue. I appreciate your attention to the reimbursement request, and I'm hopeful we can get these remaining costs settled and consider the matter closed.

E-transfer to this email: [redacted] would be preferable, but any method is acceptable.

Kind regards,

-Matthew Blais

Matthew Blais [redacted]> Wed, Sep 16, 2026 at 10:17 AM
To: Public Works <pw@acme.ca>

Here are the invoices
[Quoted text hidden]

2 attachments

invoice1.pdf
141K

invoice2.pdf
141K

Public Works <pw@acme.ca> Wed, Sep 16, 2026 at 12:25 PM

REQUEST FOR DECISION

AGENDA ITEM
5.2

Subject:	**Rural Renewal Stream**
Meeting Date:	Monday, October 26, 2026
Presented By:	Mike Haugen, Advisor
Link to Strat Plan:	Level of Service

Recommended Motion:	That Council discontinue the Village of Acme's participation in the Rural Renewal Stream program.

Background/ Proposal	The Rural Renewal Stream is intended to support, attract, and retain foreign nationals in rural Alberta, through a connection with business.
Discussion/ Options/ Benefits/ Disadvantages:	The Village is allotted a number of spots for the program each year. In 2026 the number was six. While the number of the applications received is not large, the process can be time-consuming for staff to process each one. The primary beneficiary of this program has been business located in Kneehill County. The Village is still participating in the entrepreneurial stream of this overall program.
Financial Implications:	There are no budgetary considerations related to the recommended motion; however, staff time would be saved that could be deployed to other uses.
Council Options:	1. Council may opt to continue participation in the program. 2. Council may opt to discontinue participation in the program. 3. Council may opt to request additional information.
Recommended Engagement:	Information only.
Attachments:	NA
Follow-up Actions:	Administration will inform Trochu (the managing partner) of Council's decision.

Approval:
Mike Haugen, Advisor

REQUEST FOR DECISION

AGENDA ITEM
7.1

Subject:	**Third Reading – Land Use Bylaw 2026-11**
Meeting Date:	Monday, October 26, 2026
Presented By:	Mike Haugen, Advisor
Link to Strat Plan:	Aligns with Vision and Mission

Recommended Motions:	1. That Council give Third and final reading to proposed Bylaw 2026-11, the Land Use Bylaw, as amended. 2. The Council approve the Telecommunication Structure Policy as presented.

Background/ Proposal	Palliser Regional Municipal Services (PRMS) and the Village of Acme have been working on preparing a new Municipal Development Plan (MDP) and Land Use Bylaw (LUB). Public hearings for the proposed MDP and LUB were held on September 28, 2026. On October 13, 2026, the Municipal Development Plan Bylaw 2026-10 was adopted, and second reading was given to Land Use Bylaw 2026-11.
Discussion/ Options/ Benefits/ Disadvantages:	At second reading for the Proposed Land Use Bylaw 2026-11, two amendments proposed by Administration and two amendments brought forward by Council were passed. The changes are described below and can be seen in Attachment 1 – Draft LUB 2026-11. 1. Amending subsection 9.9.5 to read: No ***fences*** with barbed wire ***shall*** be allowed, except in the in the Urban Reserve (UR) District and Residential Acreage (RA) District, or above a height of 8.0 ft (2.44 m) in a commercial or industrial district. 2. Amending subsection 9.17.1 to read: A site plan must be provided for all ***comprehensively planned development*** applications. The site plan must clearly identify private roads, pedestrian walkways, common areas and ***buildings***, garbage, waste and snow storage areas or ***buildings***, ***visitor parking stalls***, and the boundaries of **Dwelling Unit** plots. 3. Amending section 18 by adding **Accessory Building – Shipping Container** as a discretionary use in the Downtown Commercial (DT) District. 4. Amending section 19 by moving **Accessory Building – Shipping Container** from a permitted use to a discretionary use in the Business Industrial (I) District. Council may wish to further amend the proposed LUB 2026-11 at Third reading. Concurrent with Third reading for Land Use Bylaw 2026-11, Council should adopt by resolution the proposed Telecommunication Structure Policy (Attachment 2).
Financial Implications:	The new Bylaws have been prepared by PRMS as part of the annual requisition. No additional fees apply.

REQUEST FOR DECISION

Council Options:	1. Council could recommend changes to the bylaw prior to giving it Third and final reading. 2. Council could postpone Third reading for the bylaw.
Recommended Engagement:	A public hearing, as required by the MGA, was advertised and held on September 28, 2026.
Attachments:	1. Proposed LUB Bylaw 2026-11 2. Proposed Telecommunications Structure Policy
Follow-up Actions:	The Village's website will be updated, and new Development Permit application forms and information will be prepared.

Approval:
Mike Haugen, Advisor

BYLAW No. 2026-10

BEING A BYLAW OF THE VILLAGE OF ACME, IN THE PROVINCE OF ALBERTA, TO ADOPT A MUNICIPAL DEVELOPMENT PLAN

WHEREAS pursuant to the provisions of Section 632(1) of the Municipal Government Act, RSA, Chapter M-26 as amended, the Council of a Municipality must, by Bylaw, adopt a municipal development plan;

AND WHEREAS Council has undertaken a major review of the Municipal Development Plan Bylaw 2021-03;

AND WHEREAS Council, having considered at a public hearing the concerns of persons claiming to be affected by the municipal development plan, believes that a new municipal development plan should be enacted to achieve the orderly, economical and beneficial use of land in the municipality;

NOW THEREFORE, the Council of the Village of Acme in the province of Alberta, duly assembled, enacts as follows:

1. This Bylaw shall be known as “The Village of Acme Municipal Development Plan”.

2. The Village of Acme Municipal Development Plan being Schedule “A” as attached to and forming part of this Bylaw is hereby adopted.

3. Bylaw 2021-03 and all amendments are hereby repealed.

4. This Bylaw takes effect after the third and final reading and upon signing of this Bylaw.

READ A FIRST TIME THIS 24th DAY OFAUGUST, 2026.

READ A SECOND TIME THIS 13th DAY OF OCTOBER, 2026.

READ A THIRD AND FINAL TIME THIS 26th DAY OF OCTOBER, 2026.

X_____ **X_____**

Mayor **Chief Administrative Officer**

VILLAGE OF ACME

LAND USE BYLAW

Proposed Bylaw 2026-11

October 26, 2026

Village of Acme est. 1910

Palliser Regional Municipal Services

Acknowledgements



The Village of Acme

in cooperation with:



Palliser Regional Municipal Services

BYLAW No. 2026-11

BEING A BYLAW OF THE VILLAGE OF ACME, IN THE PROVINCE OF ALBERTA, TO ADOPT A LAND USE BYLAW TO PROHIBIT OR REGULATE AND CONTROL THE USE AND DEVELOPMENT OF LAND AND BUILDINGS

WHEREAS pursuant to the provisions of Section 640(1) of the Municipal Government Act, RSA, Chapter M-26 as amended, the Council of a Municipality must, by Bylaw, adopt a land use bylaw;

AND WHEREAS Council has undertaken a major review of the Land Use Bylaw 2022-02;

AND WHEREAS Council, having considered at a public hearing the concerns of persons claiming to be affected by the land use bylaw, believes that a new and use bylaw should be enacted to achieve the orderly, economical and beneficial use of land in the municipality;

NOW THEREFORE, the Council of the Village of Acme in the province of Alberta, duly assembled, enacts as follows:

1. This Bylaw shall be known as “The Village of Acme Land Use Bylaw”.

2. The Village of Acme Land Use Bylaw being Schedule “A” as attached to and forming part of this Bylaw is hereby adopted.

3. Bylaw 2022-02 and all amendments are hereby repealed.

4. This Bylaw takes effect after the third and final reading and upon signing of this Bylaw.

READ A FIRST TIME THIS 24th DAY OF AUGUST, 2026.

READ A SECOND TIME THIS 13th DAY OF OCTOBER, 2026.

READ A THIRD AND FINAL TIME THIS _____ DAY OF _____, 2026.

X_____ **X_____**

Mayor **Chief Administrative Officer**

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PART A – THE APPROVALS PROCESS

1 ADMINISTRATION

1.1 TITLE

1.1.1 The title of this Bylaw shall be the Village of Acme Land Use Bylaw.

1.2 PURPOSE

1.2.1 The purpose of this Bylaw is to regulate and control the orderly, economic and beneficial ***development*** and ***use*** of land within the Village of Acme in accordance with the vision of the Village of Acme Municipal Development Plan. This is achieved through this Bylaw by regulating and controlling ***development***, or where necessary, prohibiting ***development*** without infringing on the rights of individuals for any public interest except to the extent that is for the overall greater public interest.

1.3 APPLICATION

1.3.1 This Bylaw shall apply to the whole of the Village of Acme, being all lands and ***buildings*** contained within its corporate limits.

1.3.2 No person shall commence any ***development*** within the Village of Acme except in conformity with this Bylaw.

1.3.3 Compliance with the requirements of this Bylaw does not exempt any person from the requirements of any adopted statutory plan, including the Municipal Development Plan, Intermunicipal Development Plans and Area Structure/Redevelopment Plans.

1.3.4 No ***development*** shall be undertaken within the Village of Acme unless an application for it has been approved and a ***development permit*** has been issued except for those items listed in **Section 4 Development Not Requiring a Development Permit**.

1.4 EFFECTIVE DATE AND TRANSITION

1.4.1 The Village of Acme Land Use Bylaw 2022-02, as amended, is hereby repealed and will cease to have effect on the day this Bylaw comes into force. This Bylaw comes into force upon third reading.

1.4.2 An application for a ***subdivision***, ***development permit*** or amendment to this Bylaw submitted prior to the coming into force of this Bylaw shall be evaluated under the provisions of the Village of Acme's Land Use Bylaw 2022-02, as amended.

1.5 OTHER LEGISLATIVE REQUIREMENTS

1.5.1 In addition to this Bylaw, an applicant is responsible for complying with any other applicable federal, provincial, or municipal legislation, bylaw or policy, licensing or permitting regime, or approval process. The applicant is also responsible for complying with the conditions of any caveat, covenant, ***easement*** or other instrument affecting a ***building*** or land.

1.5.2 The Village of Acme is not responsible for, nor does the Village of Acme have any obligation whatsoever to determine what other legislation may apply to a ***development***, nor to monitor or enforce compliance with such legislation.

1.6 NON-CONFORMING BUILDINGS AND USES

1.6.1 ***Non-conforming buildings*** and ***non-conforming uses*** shall be treated in accordance with the *Act*, and any amendments thereto.

1.6.2 A ***non-conforming building*** may continue to be used, and the ***building*** may be enlarged, added to, rebuilt or structurally altered, if at the discretion of the ***Development Authority***, the alterations do not substantially increase the extent of non-conformance and are within all other requirements of the Bylaw.

1.6.3 Nothing in this Bylaw diminishes or in any way affects the power of the ***Development Authority*** to issue a ***development permit*** which makes a ***non-conforming building*** conforming through the granting of a relaxation of the requirements or rules to which the existing ***building*** does not conform.

1.7 SEVERABILITY

1.7.1 In the event any portion of this Bylaw is found invalid by a Court of Law or is overturned by a superior jurisdiction, the validity of the remaining portions of the Bylaw shall not be affected.

2 RULES OF INTERPRETATION

2.1.1 Where a word is used in the singular, such a word may also mean plural.

2.1.2 Where a masculine or impersonal pronoun or adjective is used, such a word may also mean the feminine or impersonal pronoun or adjective.

2.1.3 Where a word is used in the present tense, such a word may also mean the future tense.

2.1.4 The word "person" includes a corporation as well as an individual.

2.1.5 The words "shall" and "must" require mandatory compliance except where a variance or relaxation has been granted pursuant to the *Act* or this Bylaw. "May" means a choice is available, with no particular direction or guidance intended.

2.1.6 Words, phrases, and terms not defined in this Bylaw may be given their definition in the *Act* or the *Safety Codes Act*. Other words shall be given their usual and customary meaning.

2.1.7 Where a regulation involves two or more conditions or provisions connected by the conjunction "and" means all the connected items shall apply in combination; "or" indicates that the connected items may apply singly; and "and/or" indicates the items may apply singly or in combination.

2.1.8 For ease of reference:

(a) words that are **Capitalized** and **Bold** denote uses defined in **Part G Definitions**;

(b) words that are ***italicized and bold*** denote general terms defined in **Part G Definitions**;

(c) words that are *italicized* reference federal or provincial legislation or regulations thereunder; and

(d) all other words must be given then plain and ordinary meaning as the context requires.

2.1.9 Within this Bylaw, both Imperial and Metric measures are normally provided, the Metric measures within brackets. However, the Metric measures are approximate, and are provided only for information, and in order to provide some comparison to Imperial measures.

3 ADMINISTRATIVE AGENCIES

3.1 DEVELOPMENT APPROVAL AUTHORITIES

3.1.1 The ***Development Authority*** shall exercise powers and perform duties on behalf of the ***municipality*** in accordance with the *Act*.

3.1.2 The Development Authority is:

(a) the ***Development Officer*** while carrying out their functions or duties under this Bylaw and/or the *Act*;

(b) the ***Municipal Planning Commission*** while exercising development powers or duties under this Bylaw and/or the *Act*; or

(c) where the context of this Bylaw permits in Direct Control Districts, the ***Council***.

Development Officer

3.1.3 The office of the ***Development Officer*** is hereby established to act on behalf of ***Council*** in those matters delegated by the Bylaw and in such matters as ***Council*** may instruct from time to time.

Municipal Planning Commission

3.1.4 The ***Municipal Planning Commission***, established by Bylaw in accordance with the *Act*, shall perform such duties as are specified in this Bylaw.

3.2 DEVELOPMENT AUTHORITY – POWERS AND DUTIES

3.2.1 The ***Development Authority*** must administer all ***development permit*** applications in accordance with this Bylaw and decide upon all ***development permit*** applications.

3.2.2 The ***Development Authority*** must refuse to accept a ***development permit*** application where the prescribed fee for a ***development permit*** has not been paid.

3.2.3 The ***Development Authority*** may refuse to deem complete a ***development permit*** application where:

(a) the information required by this Bylaw is not provided; or

(b) the quality is inadequate or insufficient to properly evaluate the application.

3.2.4 The ***Development Authority*** must make available for inspection, during office hours, all applications and decisions for ***development permits***, subject to any legislation in force.

3.2.5 The ***Development Authority*** collects fees according to the schedule approved by ***Council***.

3.2.6 The types of ***development permit*** applications a ***Development Authority*** may consider are a development permit for:

(a) a ***permitted use*** that complies with all requirements of this Bylaw;

(b) a ***permitted use*** that does not comply with all requirements of this Bylaw;

(c) a ***discretionary use*** that complies with all requirements of this Bylaw; and

(d) a ***discretionary use*** that does not comply with all requirements of this Bylaw.

3.2.7 The ***Development Authority*** must issue the following notices and acknowledgements on ***development permit*** applications:

(a) notice of complete/incomplete application;

(b) notice of decision; and

(c) notice of refusal/deemed refusal of an application.

Development Officer

3.2.8 The Development Officer shall:

(a) receive, consider and decide on an application for a ***development permit*** for those ***uses*** listed as ***permitted uses*** for the relevant Land Use District which:

i. comply with the minimum standards; or

ii. otherwise comply with the minimum standards, but require relaxation of any measurable standard in accordance with 3.3.2;

(b) receive, and refer with recommendations to the ***Municipal Planning Commission*** for its consideration and decision, any application for a ***development permit*** which has been assigned to it for consideration and decision.

Municipal Planning Commission

3.2.9 The ***Municipal Planning Commission*** shall decide on an application for:

(a) those ***uses*** listed as ***discretionary uses***;

(b) similar uses as described in 5.4.9;

(c) ***relocated buildings***; and

(d) those ***uses*** listed as ***permitted uses*** and requires a relaxation of any measurable standard in accordance with 3.3.3.

3.3 VARIANCE POWERS OF THE DEVELOPMENT AUTHORITY

3.3.1 The ***Development Authority*** may approve a ***development permit*** application for a ***permitted use*** or ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Bylaw if, in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by this Bylaw for that land or ***building***.

Development Officer

3.3.2 The ***Development Officer***, at its discretion, may relax the development standards less than 20% of that requirement.

Municipal Planning Commission

3.3.3 The ***Municipal Planning Commission***, at its discretion, may relax the development standards 20% or greater than that requirement.

3.4 SUBDIVISION AUTHORITY

3.4.1 The ***Subdivision Authority***, as established by bylaw, shall perform duties on behalf of the ***municipality*** in accordance with the *Act*, the Land Use Bylaw and all relevant Village of Acme planning documents.

3.5 SUBDIVISION AUTHORITY – POWERS AND DUTIES

3.5.1 The ***Subdivision Authority*** must administer all ***subdivision*** applications in accordance with this Bylaw and decide upon all ***subdivision*** applications.

3.5.2 The ***Subdivision Authority*** must refuse to accept a ***subdivision*** application where the prescribed fee for a ***subdivision*** application has not been paid.

3.5.3 The ***Subdivision Authority*** may refuse to deem complete a ***subdivision*** application where:

(a) the information required is not provided; and/or

(b) the quality is inadequate to properly evaluate the application.

3.5.4 The ***Subdivision Authority*** shall:

(a) keep and maintain for the inspection of the public copies of all decisions and ensure that copies of same are available to the public at a reasonable charge;

(b) keep a register of all applications for ***subdivision***, including the decisions therein and the reasons therefore;

(c) receive all applications for ***subdivision*** including the prescribed application fees and decide upon all applications in accordance with the *Regulation* and the Land Use Bylaw with consideration of all comments received through circulation;

(d) issue the following notices and acknowledgements on ***subdivision*** applications:

i. notice of complete/incomplete application;

ii. notice of decision; and

iii. notice of refusal/deemed refusal of an application.

A notice shall be issued to the applicant on the form created by the ***Subdivision Authority*** and sent by email where consent has been granted by the applicant, otherwise it shall be sent by mail;

(e) excepting ***subdivision*** applications not requiring circulation under the *Act*, circulate applications for ***subdivision*** for comments to an ***adjacent*** municipality when the original parcel boundaries are ***adjacent*** to the municipal boundary or where an intermunicipal development plan requires;

(f) prepare, sign and transmit all notices of decision to the relevant agencies in accordance with the *Regulation*;

(g) ensure all conditions are complied with prior to endorsement to the satisfaction of the ***municipality***; and

(h) endorse Land Titles instrumensits to effect the registration of the ***subdivision*** of land.

4 DEVELOPMENT NOT REQUIRING A DEVELOPMENT PERMIT

4.1.1 This Section does not negate the requirement of obtaining all required permits, as applicable, under the *Safety Codes Act* or any other provincial or federal statute.

4.1.2 The following ***developments*** shall not require a ***development permit*** and are not required to comply with the provisions of this Bylaw:

(a) any ***use*** or ***development*** exempted under Section 618(1) of the *Act;*

(b) any ***use*** or ***development*** exempted by the Lieutenant Governor in Council pursuant to Section 618(4) of the *Act;*

(c) **Telecommunication Structures**;

(d) the completion and ***use*** of a ***development*** which was lawfully under construction at the date this Bylaw came into effect provided the ***development*** is completed in accordance with the terms and conditions of any ***development permit(s)*** granted;

(e) the completion of a ***development*** that did not require a ***development permit*** under the previous Land Use Bylaw and which was lawfully under construction provided the ***development*** is completed within twelve (12) months from the date this Bylaw came into effect and complies with the applicable requirements of the previous Land Use Bylaw;

(f) **Signs** located inside a ***building*** and are not visible from the exterior, or are installed on a window of a ***building***;

(g) **Signs** that state the municipal address, ***owner*** or name of the ***building***, to a maximum ***sign area*** of 2.2 ft^2 (0.2 m^2);

(h) **Signs** for the purpose of warning or direction;

(i) **Signs** that indicate “open”, “closed”, “vacancy” or “no vacancy” with a maximum ***sign area*** of 5.4 ft^2 (0.5 m^2);

(j) ***temporary*** **Signs** that relate to a real estate sale or a ***temporary*** event, provided the **Sign** is removed immediately following the event or sale;

(k) an official notice, **Sign**, placard or bulletin required to be displayed pursuant to provisions of federal, provincial or municipal legislation;

(l) the erection of campaign **Signs** for federal, provincial, municipal or school board elections on privately-owned ***parcels*** for no more than thirty (30) days, or such time as regulated under provincial or federal legislation provided that:

i. such **Signs** are removed in accordance with federal and provincial election rules;

ii. such **Signs** do not obstruct or impair vision or traffic; and

iii. such **Signs** indicate the name and address of the sponsor and the person responsible for removal;

(m) the use of a ***building*** or part thereof for a federal, provincial, or municipal election, referendum or plebiscite;

(n) the digging of test holes requiring less than 64.6 ft^2 (6.0 m^2) in surface area for exploration purposes.

4.1.3 The following ***developments*** shall not require a ***development permit***, but must otherwise comply with all other provisions of this Bylaw (example: ***setbacks***, parking, ***building height***, etc.):

(a) the carrying out of works, maintenance or repair to any ***building*** provided that such works:

i. do not include structural alterations that would affect any regulations in this Land Use Bylaw, or

ii. do not change the ***use*** or the intensity of ***use*** of the ***structure*** or ***building***;

(b) interior renovations to a ***residential building***;

(c) interior renovations to a ***commercial building*** which do not:

i. create an **Accessory Residential Dwelling**,

ii. result in the change of ***use*** or the intensity of ***use*** of a ***building***;

(d) the ***temporary*** placement or construction of a ***building***, works, plants or machinery needed in connection with the construction of a ***development*** for which a ***development permit*** has been issued for the period of those operations;

(e) the ***use*** of land for, or the maintenance or repair of works, services and **Utilities** on publicly owned or administered land carried out by or on behalf of federal, provincial, municipal or public authorities or private **Utilities** under special agreement with the Village of Acme;

(f) ***uses*** listed as ***permitted uses*** in a Residential District, the Mixed Residential Commercial Transition District and the Urban Reserve District;

(g) the erection, construction or maintenance of gates, ***fences***, walls, or other means of enclosure in accordance with this Bylaw (see **9.9 Fences**);

(h) the construction of a ***patio*** or ***deck***;

(i) the construction or replacement of **Accessory Buildings** when listed as a ***permitted use*** in that district (see **10.1** and **10.2 Accessory Buildings**);

(j) the construction, maintenance and repair of private walkways, pathways, ***driveways***, wheelchair ramps, and similar works;

(k) ***renewable energy systems*** (see **9.16 Renewable Energy Systems**);

(l) **Signs** (see **Section 11 Sign Regulations**);

(m) ***electric vehicle charging station*** within a **Parking Lot** or ***parking stall*** of an approved ***development***.

5 DEVELOPMENT APPLICATION AND APPROVAL PROCESS

5.1 APPLICATION FOR DEVELOPMENT

General Requirements

5.1.1 An application for a ***development permit*** shall be completed and submitted to the ***Development Authority*** in writing, in the form required by the ***Development Authority***, and shall be accompanied by the prescribed ***development permit*** fee and application submission requirements, including:

(a) authorization of the ***owner***;

(b) a site plan (drawn to scale) showing the following:

i. north arrow;

ii. legal description and municipal address of the ***parcel***;

iii. location and dimensions of ***property lines***, the ***parcel area*** and the required ***front***, ***rear***, and ***side yards***, if any;

iv. existing and proposed ***easements*** and rights-of-way, including dimensions and type of ***easement***, if applicable;

v. the location and dimensions of all existing and/or proposed ***buildings*** on the ***parcel*** and the measured distance to ***property line***;

vi. location of any existing or proposed ***structures*** including utility poles, retaining walls, ***fences*** and **Signs** and the measured ***setbacks*** to ***property lines***;

vii. identification of existing and proposed ***roads*** or ***lanes*** that will provide access to the ***parcel***;

viii. any provision for ***off-street parking stalls*** and ***loading spaces***; and vehicle entrances to and exits from the ***parcel***; and

ix. existing site ***grades*** at the corners of the ***parcel***, and at the corners of ***existing*** and proposed ***buildings***;

(c) statement of existing and proposed **Utility** services (i.e. on-site or municipal);

(d) statement of the current and proposed ***use*** of the lands;

(e) the estimated dates of commencement and completion;

(f) the presence of abandoned oil and gas wells in accordance with the *Regulation*.

Additional Information

5.1.2 The ***Development Authority*** may also require additional information in order to assess the conformity of a proposed ***development*** with this Bylaw before consideration of the ***development permit*** application shall commence. Such information may include, but is not limited to:

(a) current copy of Certificate of Title, and copies of any restrictive covenants, utility rights-of-way, ***easements***, or Village of Acme caveats registered on the Title(s);

(b) floor plan, elevation, and section drawings;

(c) plans showing the location of windows and/or ***balconies*** on proposed ***buildings*** in relation to windows and/or ***balconies*** of existing ***buildings*** on ***adjacent parcels***;

(d) written rationale supporting any requested variances;

(e) samples or representations of exterior ***building*** finishing materials and/or colours;

(f) photographs showing the ***parcel*** in its current state;

(g) in the case of a proposed ***relocated building***, information relating to the age and condition of the ***building*** and its compatibility with the District in which it is to be located, including photographs of the ***building***;

(h) a Real Property Report, prepared by an Alberta Land Surveyor, showing the location and distances of any existing ***buildings***, waterbodies, trees or other physical features on or ***adjacent*** to the ***parcel*** being developed;

(i) stormwater management, grading or landscaping plans, prepared by a ***qualified professional***;

(j) an assessment by a ***qualified professional*** of any potential flooding or subsidence or ***slope stability*** hazard that may, in the sole opinion of the ***Development Authority***, affect the subject ***parcel***;

(k) a traffic impact assessment prepared by a ***qualified professional***;

(l) a plan showing the proposed ***development*** in relation to future phases of ***development*** on the ***parcel***;

(m) where a proposal is considered to have a significant environmental impact, the ***Development Authority*** may request the applicant to have an ***environmental evaluation*** or report prepared and submitted or undertake its own environmental evaluation regarding the proposed ***development***, at the cost of the applicant;

(n) a copy of an application made and the approval given in relation to a ***development*** under 619 of the *Act*, or any other Provincial or Federal approval.

5.1.3 Notwithstanding 5.1.1 and 5.1.2, at the discretion of the ***Development Authority***, additional information, plans or reports may be required to adequately render a decision on an application.

Applications for Home Occupations

5.1.4 An application for a **Home Occupation** must contain information concerning:

(a) a description of the nature of the business;

(b) the number of resident and non-resident employees proposed to work on the ***parcel***;

(c) the location of any materials or goods to be kept or stored;

(d) a floor plan of the **Dwelling Unit** showing the area to be used for business purposes; and

(e) an estimate of the number of client visits or deliveries to be expected on a daily basis.

Applications for Kennels

5.1.5 An application for a **Kennel** shall be accompanied by the following information:

(a) a site plan indicating the size and location of all **Kennel *buildings*** and facilities (e.g. outdoor enclosures, pens, runs or exercise areas, waste (feces) management areas);

(b) the distance between any ***buildings*** or facilities used for the **Kennel** operation to any ***residential uses*** within a 100.0 m radius;

(c) the proposed number and type of animals; and

(d) proposed ***screening*** and noise attenuation measures.

Applications for Industrial Development

5.1.6 An application for an industrial ***development*** shall be accompanied by the following information:

(a) the type and nature of the industry;

(b) the estimated number of employees;

(c) the estimated water demand and anticipated source;

(d) the type and quantity of effluent and method of treatment;

(e) the source and level of sounds to be created;

(f) the source, type and strength of odours to be created;

(g) the hours of operation of the facility;

(h) transportation routes to be used (rail and road); and

(i) means of waste disposal.

Applications for Industrial Work Camp

5.1.7 An application for an **Industrial Work Camp** shall be accompanied by the following information:

(a) a description of the location, type and purpose of the **Industrial Work Camp**;

(b) a plan showing the location, number and type of accommodations;

(c) a plan showing the ***adjacent*** land uses, and any proposed ***screening*** or ***fencing***;

(d) a plan and/or description of the method of supplying water, sewage and solid waste disposal to the **Industrial Work Camp**;

(e) the number of persons proposed to reside in the **Industrial Work Camp**;

(f) the anticipated start date of construction of the **Industrial Work Camp**, date of occupancy and removal date; and

(g) reclamation measures once the **Industrial Work Camp** is completed and removed.

Applications for Stripping, Grading, Excavation and Stockpiling

5.1.8 All **Stripping, Grading, Excavation and Stockpiling** not associated with a ***subdivision*** approval or ***development permit*** requires a ***development permit***.

5.1.9 An application for **Stripping, Grading, Excavation and Stockpiling** shall be accompanied by the following information:

(a) a site plan showing the location of the affected area;

(b) methods to mitigate potential dust, noise, visual blight, light trespass, weeds, sediment and erosion, traffic and other impacts on ***roads***;

(c) days and hours of operation; and

(d) reclamation measures.

Applications for Cannabis Production Facility

5.1.10 An application for a **Cannabis Production Facility** shall include the submission of a waste management plan completed by a ***qualified professional***, which includes but is not limited to:

(a) the quantity and characteristics of liquid and solid waste material discharged by the facility;

(b) the method and location of collection and disposal of liquid and solid waste material discharged by the facility; and

(c) any incineration of waste products and the proposed method of treatment of airborne emissions, including odours.

5.2 NOTICE OF COMPLETE OR INCOMPLETE APPLICATION

5.2.1 Within the timeframe specified in the *Act*, a notice of complete or incomplete application shall be issued to the applicant on the form created by the ***Development Authority*** and sent by email where consent has been granted by the applicant, otherwise it shall be sent by mail or made available for pickup.

5.2.2 The time period referred to in 5.2.1 may be extended by an agreement in writing between the applicant and the ***Development Authority***.

5.2.3 If the ***Development Authority*** does not issue a notice referred to in 5.2.1 above within the required time the application is deemed to be complete.

5.2.4 If the ***Development Authority*** determines the application is incomplete, the ***Development Authority*** must issue to the applicant a notice that the application is incomplete and clearly indicate the outstanding documents and information to be submitted by the date set out in the notice agreed to between the applicant and the ***Development Authority***.

5.2.5 If the applicant fails to submit all the required outstanding information and documents on or before the date referred to in 5.2.4, the application is deemed to be refused.

5.3 APPLICATION REFERRAL

5.3.1 The ***Development Officer*** may refer for comment any matter or any application for a ***development permit*** to any agency or authority it deems necessary.

5.3.2 Applications for ***development permits*** on ***parcels*** within an area covered by an Intermunicipal Development Plan shall be referred to the other municipality for review and comment in accordance with the requirements of the Plan.

5.3.3 The ***Development Authority*** may refer to an ***adjacent*** municipality for consideration and comment any matter or any application for a ***development permit*** that relates to lands, that the ***Development Authority*** deems appropriate or necessary.

5.3.4 An application referral must state the location and details of the application being circulated, how more information can be obtained, the date comments are due by and to whom the comments must be sent to.

5.3.5 Having received a reply on a matter referred to any person, municipality, agency or authority, the ***Development Authority*** shall make a decision giving due consideration to the comments received.

5.3.6 After the time period identified in the circulation notice from the date of referral, the application may be dealt with by the ***Development Authority*** whether or not comments have been received.

Direct Control Districts

5.3.7 Upon receipt of a complete application for a ***development permit*** within a Direct Control District where the Council is required to make the decision, the ***Council may***, prior to making a decision, refer the application to the ***Municipal Planning Commission***, the ***Development Officer***, and/or any municipal department or external agency for comment.

5.3.8 Prior to deciding upon the ***development permit*** application before it, the ***Council may*** provide public notice through means and to whom it considers necessary, that a decision on a ***development permit*** pursuant to a Direct Control District is to be made and that ***Council may*** afford an opportunity to any interested person to make representation on the application and shall take into account any such representations made when giving final consideration to the said application.

5.4 DECISION PROCESS – DEVELOPMENT AUTHORITY

Deemed Refusal

5.4.1 An application for a ***development permit may*** be deemed to be refused at the written request of the applicant when a decision thereon is not made by the ***Development Authority*** within the timeframe specified in the *Act* and an extension of this time period is not agreed to between the applicant and the ***Development Authority***.

Permitted Use Permits That Meet All Requirements

5.4.2 Where a ***development permit*** application is for a ***permitted use*** in a ***building*** or on a ***parcel*** and the proposed ***development*** conforms to all of the applicable requirements and rules of this Bylaw, the ***Development Authority*** must approve the application and issue the ***development permit***. The ***Development Authority*** may impose such conditions as required to ensure compliance with this Bylaw.

Permitted Use Permits That Do Not Meet All Requirements

5.4.3 Where a ***development permit*** application is for a ***permitted use*** in a ***building*** or on a ***parcel*** and the proposed ***development*** does not conform to all of the applicable requirements and rules of this Bylaw, the ***Development Authority*** may:

(a) refuse to approve the ***development permit*** application; or

(b) approve the ***development permit*** application; and may:

i. grant a relaxation of the requirement or regulation to which the proposed ***use*** does not conform; or

ii. impose such conditions as required to ensure compliance with this Bylaw.

5.4.4 The ***Development Authority*** may, as a condition of approving a ***development permit*** that does not comply with all of the applicable requirements and rules of this Bylaw require the applicant to conform to a higher standard than required by the applicable rules if, in the opinion of the ***Development Authority***, conformance to a higher standard will off-set any impact of granting the relaxation.

Discretionary Use Permits

5.4.5 When making a decision on a ***development permit*** for a ***discretionary use*** the ***Development Authority*** must take into account:

(a) any plans and policies affecting the ***parcel***;

(b) the purpose statement in the applicable Land Use District;

(c) the appropriateness of the location and ***parcel*** for the proposed ***use***;

(d) the compatibility and impact of the proposed ***development*** with respect to ***adjacent parcels*** and the neighbourhood;

(e) the merits of the proposed ***development***;

(f) the utility servicing requirements;

(g) access, parking and transportation requirements;

(h) vehicle and pedestrian circulation within the ***parcel***;

(i) the impact on the public transportation system; and

(j) sound planning principles.

5.4.6 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use***, and may impose such conditions considered appropriate or necessary, which may include:

(a) limiting hours of operation;

(b) limiting number of patrons;

(c) establishing ***landscaping*** requirements;

(d) requiring noise attenuation;

(e) requiring special provisions be made for parking;

(f) regarding the location, character and appearance of a ***building***;

(g) regarding the grading of a ***parcel*** or such other procedures as is necessary to protect the ***parcel*** from other ***developments*** or to protect other ***developments***;

(h) establishing the period of time during which a ***development*** may continue; and

(i) ensuring the ***development*** is compatible with surrounding ***uses***.

5.4.7 The ***Development Authority*** may refuse a ***development permit*** application for a ***discretionary use*** even though it meets the requirements and rules of this Bylaw.

Applications the Development Authority Must Refuse

5.4.8 The ***Development Authority*** must refuse a ***development permit*** application when the proposed ***development***:

(a) is for a ***use*** that is not listed as either a ***permitted use*** or ***discretionary use*** in the Land Use District; or

(b) is for a ***use*** containing a restriction in its definition that is not met by the proposed ***use***.

Similar Use Permits

5.4.9 Notwithstanding 4.1.3 and 5.4.8, in the case where a proposed specific ***use*** of land or a ***building*** is not provided for in any District in the Bylaw, the ***Municipal Planning Commission*** may determine that such ***use*** is similar in character and purpose to the definition of a ***permitted use*** or ***discretionary use*** prescribed for a particular District.

5.5 DEVELOPMENT PERMITS AND NOTICE OF DECISION

5.5.1 A ***development permit*** issued for a ***permitted use*** in compliance with the regulations and standards of this Bylaw, or a ***development permit*** issued by ***Council*** pursuant to a Direct Control District, comes into effect on the date that the decision is made.

5.5.2 When a ***development permit*** is approved for a ***discretionary use*** or for a ***permitted use*** in which a variance has been granted, the ***Development Authority*** shall:

(a) immediately provide a notice of decision to the applicant of the approval;

(b) mail a notice in writing to all ***owners*** of land ***adjacent*** to the subject ***parcel***;

(c) issue a ***development permit*** after the appeal period has expired.

5.5.3 A ***development permit*** issued pursuant to 5.5.2 does not come into effect until twenty-one (21) days after the date the notice of decision is mailed to adjacent ***owners***. Any ***development*** proceeded with by the applicant prior to the expiry of this appeal period is done solely at the risk of the applicant.

5.5.4 The notices indicated in 5.5.2 must state:

(a) the legal description and the street address of the ***parcel*** of the proposed ***development***;

(b) the ***uses*** proposed for the subject ***development***;

(c) any discretion that was granted in the approval of the ***development***, whether by use or by interpretation of this Bylaw, and any variation or relaxation in regulation that was made by the ***Development Authority*** when the ***development permit*** was approved;

(d) the date the ***development permit*** was approved; and

(e) how an appeal may be made to the ***Appeal Body*** and the deadline for such appeal.

5.5.5 Where an appeal is made pursuant to **Section 6 Appeals** of this Bylaw, a ***development permit*** which has been granted shall not come into effect until the appeal has been determined and the

development permit has been confirmed or modified.

5.5.6 When the ***Development Authority*** refuses an application for a ***development permit***, the notice of refusal shall be issued to the applicant. The notice of refusal shall contain reasons for the refusal.

5.6 CONDITIONS OF APPROVAL

5.6.1 Where a ***development permit*** application does not demonstrate that the proposed ***development*** conforms to all the applicable requirements of this Bylaw, the ***Development Authority*** may, as a condition of issuing the ***development permit***, require the applicant to amend specific elements of the plans to conform with the applicable requirements.

5.6.2 The ***Development Authority*** may, as a condition of issuing a ***development permit*** for a ***permitted use*** or ***discretionary use***, require the applicant to make satisfactory arrangements for the supply of **Utilities** including, but not limited to natural gas, cable, water, electric power, sewer service, or any one or more of them including payment of the cost of installation or construction of any such **Utility** or facility by the applicant.

5.6.3 The ***Development Authority*** may, as a condition of issuing a ***development permit*** for a ***permitted use*** or ***discretionary use***, require the applicant enter into an agreement with the Village of Acme to do any or all of the following:

(a) to construct or pay for the construction of a ***road*** required to give access to the ***development***;

(b) to construct or pay for the construction of:

i. a pedestrian walkway system to serve the ***development***, or

ii. pedestrian walkways to connect the pedestrian walkway system serving the ***development*** with a pedestrian walkway system that serves or is proposed to serve an ***adjacent development***, or both;

(c) to install or pay for the installation of a public **Utility** that is necessary to serve the ***development***, whether or not the public **Utility** is, or will be, located on the land that is the subject of the ***development***;

(d) to construct or pay for the construction of:

i. off-street or other parking facilities, and

ii. loading and unloading facilities;

(e) to pay an off-site levy or redevelopment levy imposed by bylaw; and

(f) to give security to ensure that the terms of the agreement under this Section are carried out.

5.6.4 The Village of Acme may register a caveat pursuant to the provisions of the *Act* and the *Land Titles Act* in respect of an agreement under Subsection 5.6.3 against the Certificate of Title for the land that is the subject of the ***development***. Said caveat shall be discharged when the agreement has been complied with.

5.6.5 The ***Development Authority*** may attach conditions to a ***development permit*** which may include adherence to engineering standards, the completion of any required reports and studies or ***construction management plan***, or phasing requirements.

5.7 REAPPLICATION FOLLOWING DEVELOPMENT PERMIT REFUSAL

5.7.1 Pursuant to the *Act*, in the case where an application for a ***development permit*** has been refused pursuant to this Bylaw or ultimately after appeal to an ***Appeal Body***, the submission of a subsequent application for a ***development permit*** on the same ***parcel*** and for the same or similar ***use*** of the land by the same or any other applicant may not be accepted by the ***Development Authority*** for at least six (6) months after the date of the previous refusal.

5.7.2 5.7.1 does not apply in the case of an application that was deemed to be refused under 683.1(8) of the *Act* or 5.2.5 of this Bylaw.

5.8 PERMIT SUSPENSION

5.8.1 After the issuance of a ***development permit***, a ***Development Authority*** may suspend or revoke a ***development permit*** in writing to the applicant at any time:

(a) where the ***development permit*** was issued on the basis of incorrect information, fraud, non-disclosure, or misrepresentation on the part of the applicant; or

(b) where the ***development permit*** was issued in error.

5.9 COMMENCEMENT AND COMPLETION OF DEVELOPMENT

5.9.1 If the ***development*** authorized by a ***development permit*** is not commenced within twelve (12) months from the date granted or carried out with reasonable diligence the ***development permit*** is deemed to be void, unless an extension request for the time period is submitted in writing by the applicant and granted by the ***Development Authority***. The extension request must provide reasons for the request.

5.9.2 If the ***development*** authorized by a ***development permit*** is not completed within three (3) years of the date of issue or as otherwise specified within a ***development permit***, the ***development permit*** is deemed to be void, unless an extension request for the time period is submitted in writing by the applicant and granted by the ***Development Authority***. The extension request must provide reasons for the request.

5.9.3 For the purposes of this Bylaw, commencement includes excavation, but does not include ***fencing***, or ***demolition*** on the ***parcel***, or obtaining permits.

5.9.4 For the purposes of this Bylaw, a ***development permit*** is complete when:

(a) ***buildings*** or ***structures*** are constructed in accordance with the approved plans; and/or

(b) improvements to the ***parcel*** have been completed, including ***landscaping***, ***grading*** and **Utilities**; and/or

(c) conditions of the ***development permit*** approval are met to the satisfaction of the ***Development Authority***.

5.9.5 The approval or issuance of a ***development permit*** does not authorize commencement of construction except in conjunction with all other required permits and conditions of the ***development permit***.

6 APPEALS

6.1 DEVELOPMENT AND SUBDIVISION APPEALS

6.1.1 Appeals in respect of decisions on ***development permit*** and ***subdivision*** applications are governed by the *Act*.

Grounds for Appeal

6.1.2 An appeal may be made to the ***Appeal Body*** where a ***Development Authority***:

(a) refuses or fails to issue a ***development permit***; or

(b) issues a ***development permit*** subject to conditions; or

(c) issues an order under 8.3.1 of this Bylaw.

6.1.3 Notwithstanding 6.1.2, no appeal lies in respect of the issuance of a ***development permit*** for a ***permitted use*** unless:

(a) the provisions of this Bylaw were relaxed, varied or misinterpreted; or

(b) the application for the ***development permit*** was deemed to be refused under 5.2.5.

6.1.4 Notwithstanding 6.1.2, if a decision with respect to a ***development permit*** in a Direct Control District:

(a) is made by a ***Council*** pursuant to 3.1.2(c), there is no appeal to the ***Subdivision and Development Appeal Board***;

(b) is made by a ***Development Authority***, the appeal may only be made to the ***Subdivision and Development Appeal Board*** and is limited to whether the ***Development Authority*** followed the directions of ***Council***, and if the ***Subdivision and Development Appeal Board*** finds that the ***Development Authority*** did not follow the directions it may, in accordance with the directions, substitute its decision for the ***Development Authority's*** decision.

Appellants

6.1.5 The person applying for the ***development permit*** or affected by the order, or any other person affected by an order, decision or ***development permit*** of a ***Development Authority*** may appeal to the ***Appeal Body***.

6.1.6 An appeal shall be made by serving a written notice of appeal, together with reasons for the appeal and the appeal fee as established by resolution of ***Council***, to the Secretary of the ***Appeal Body*** by the date indicated on the notice of decision or order.

7 BYLAW AMENDMENT PROCESS

7.1 APPLICATION TO AMEND THE LAND USE BYLAW

7.1.1 ***Council*** may at any time initiate an amendment to this Bylaw.

7.1.2 Any ***owner*** of a ***parcel***, their authorized agent, or other persons having legal or equitable interest in the ***parcel*** may:

(a) apply to have the Land Use District of the ***parcel*** changed through an amendment to this Bylaw, or

(b) any other proposed amendment to this Bylaw.

7.1.3 All applications for amendments of this Bylaw shall be made using the approved form, accompanied by:

(a) the prescribed fee;

(b) a statement of the applicant's interest in the land;

(c) a title for the land affected or other documents satisfactory to the Village of Acme that supports the applicant's interest in the said land;

(d) any drawings, plans or maps required by the Village of Acme showing the proposed ***use*** and/or ***development***; and

(e) any other documents as required by the Village of Acme.

7.2 REFERRALS

7.2.1 The ***Council***, in considering an application for an amendment to this Land Use Bylaw, shall refer a copy of the proposed amendment to the following agencies:

(a) Palliser Regional Municipal Services;

(b) Kneehill County if, the proposed amendment:

i. affects land on the boundary with Kneehill County; or

ii. may otherwise have an effect on Kneehill County; or

(c) such other persons or agencies as it considers necessary for comment.

7.3 DECISION

7.3.1 All amendments to this Land Use Bylaw shall be made by ***Council*** by bylaw and in accordance with the procedures set forth in the *Act*.

7.3.2 If an application for an amendment to this Bylaw has been refused by ***Council***, ***Council*** may not accept an application for an amendment for the same ***use*** on the same ***parcel*** for twelve (12) months from the date of the refusal.

8 ENFORCEMENT

8.1 OFFENCES

8.1.1 Any ***owner***, lessee or occupant of land or a ***building***, or the ***owner*** of a ***structure*** or a **Sign** thereon, who with respect to such land, ***building***, ***structure*** or **Sign**, contravenes, causes, or allows a contravention of any provision of the Bylaw commits an offence.

8.1.2 Any person who commences or continues ***development*** for which a ***development permit*** is required but has not been issued, has expired, has been revoked or suspended, or which is in contravention of a condition of a ***development permit*** under the Bylaw commits an offence.

8.1.3 Any person who prevents or obstructs the ***Development Authority*** or a ***Designated Officer*** from carrying out any official duty under the Bylaw or the *Act* commits an offence.

8.1.4 A ***Designated Officer*** may enforce the provisions of the Bylaw, or the conditions of a ***development permit*** pursuant to the *Act*.

8.2 ENTRY AND INSPECTION

8.2.1 Pursuant to the *Act*, a ***Designated Officer*** may only enter land or a ***building*** for the purpose of ensuring compliance with the *Act* and the *Regulation*, or this Bylaw if:

(a) the ***owner*** or person in possession of it gives their consent to the entry; or

(b) the entry is authorized by an Order of the Court of King's Bench; and

(c) only for the purpose of ensuring compliance with the *Act* and the *Regulation*, or this Bylaw.

8.3 ORDERS

8.3.1 Pursuant to Section 645 of the *Act* where an offence under the Bylaw occurs, the ***Development Officer*** may by written notice, order the ***owner*** or the person in possession of the land or ***buildings***, or the person responsible for the contravention to:

(a) stop the ***development*** or ***use*** of the land or ***buildings*** in whole or in part as directed by the notice; or

(b) demolish, remove or replace the ***development***; or

(c) carry out any other actions required by the notice so that the ***development*** or ***use*** of the land or ***buildings*** is in accordance with the *Act*, the *Regulation*, a ***development permit***, subdivision approval or this Bylaw, as the case may be, within the time set out in the notice.

8.3.2 A person who receives an order referred to in Subsection 8.3.1 above may appeal to the ***Appeal Body*** in accordance with **Section 6 Appeals** of this Bylaw.

8.3.3 If a person fails or refuses to comply with an order directed to them under 8.3.1 or an order of the ***Subdivision and Development Appeal Board***, the ***municipality*** may, in accordance with Section 542 of the *Act*, enter on the land or ***building*** and take any action necessary to carry out the order.

8.3.4 Where the ***Council*** or a person appointed by it carries out an order the ***Council*** shall cause the costs and expenses incurred in carrying out the order to be added to the tax roll of the ***parcel*** of land and the amount:

(a) is deemed for all purposes to be a tax imposed under the *Act* from the date it was added to the tax roll; and

(b) it forms a special lien against the ***parcel*** of land in favour of the ***municipality*** from the date it was added to the tax roll.

8.3.5 The ***municipality*** may register a caveat under the *Land Titles Act* in respect of an order against the certificate of title that is subject to the order in accordance with Section 646(2) of the *Act*.

8.3.6 Nothing in this Bylaw diminishes or in any way affects the rights of the Village of Acme pursuant to the *Act*, or at common law to seek an entry order, order for compliance, injunction or any other order to obtain compliance with this Bylaw.

8.4 VIOLATION TAGS AND PENALTIES

8.4.1 The ***Designated Officer*** may issue a ***violation tag*** to any person who commits an offence.

8.4.2 The ***violation tag*** shall specify the alleged offence committed by the person to whom the ***violation tag*** is issued and require voluntary payment.

8.4.3 The ***violation tag*** shall be served upon the alleged offender personally, or if the defendant cannot be conveniently found, by leaving it for the defendant at the defendant's place of residence with a person on the premises who appears to be at least 18 years of age, or by mailing a copy to such person at their last known address.

8.4.4 Where contravention of this Bylaw is of a continuing nature, further ***violation tags*** or a ***violation ticket*** may be issued by a ***Designated Officer*** or ***Peace Officer***, provided that no more than one ***violation tag*** or ***violation ticket*** shall be issued for each calendar day that the contravention continues.

8.4.5 Where a ***violation tag*** is issued pursuant to this Bylaw, the person or company to whom the ***violation tag*** is issued may, in lieu of being prosecuted for the offence, pay to the Village of Acme the minimum penalty specified in Table 1: Minimum Specified Penalties.

Fines for second and additional offences noted in Table 1: Minimum Specified Penalties

8.4.6 Table 1: Minimum Specified Penalties are for when the offence has occurred within a twelve (12) month period of the previous offence.

Table 1: Minimum Specified Penalties

Offence	First Offence	Second Offence	Third and Additional Offences
Failure to obtain a ***development permit***	$500	$750	$1250
Failure to comply with ***development permit*** conditions	$500	$750	$1250
Failure to comply with District regulations	$1000	$1500	$2000
Failure to comply with any other regulation or standard of the Bylaw	$200	$400	$800

8.5 VIOLATION TICKETS

8.5.1 Notwithstanding any other provision of this Bylaw, a ***Peace Officer*** is hereby authorized and empowered to immediately issue a ***violation ticket*** pursuant to the *Provincial Offences Procedures Act*, as amended, to any person who the ***Peace Officer*** has reasonable grounds to believe has contravened any provision of this Bylaw.

8.5.2 Nothing in this Bylaw shall prevent a ***Peace Officer*** from issuing Summons for the mandatory court appearance of any person or company who contravenes any provision of this Bylaw.

8.5.3 Any person who is guilty of an offence and is liable upon summary conviction to a fine not less than $500.00 and not exceeding $10,000.00 per violation after conviction and costs, and upon failure to pay the fine and costs, to imprisonment for a period not exceeding 30 days unless such fine and costs are sooner paid.

Part B – General Regulations

9 General Land Use Regulations

9.1 APPLICABILITY

9.1.1 These regulations within Section **9 General Land Use Regulations**, shall apply to all ***developments*** within the Village of Acme, unless otherwise exempted.

9.1.2 Where any regulation in this Section may be in conflict with any regulation of a given **Land Use District** in Part E or the **Specific Use Regulations** in Part C, the regulation in the District or Specific Use Regulation shall take precedence.

9.2 DESIGN, CHARACTER, AND APPEARANCE

9.2.1 The design, use of materials, construction, character, location and appearance on the ***parcel*** of any ***development***, ***structure, fence*** or **Sign** in any District must be, to the satisfaction of the ***Development Authority***, compatible and complimentary with other ***developments*** in the area, unless the ***development*** is setting a new standard of design.

9.3 DWELLING UNITS ON A PARCEL

9.3.1 No person shall construct or locate more than one **Dwelling Unit** on a ***parcel*** unless it is otherwise permitted in this Land Use Bylaw.

9.4 OBJECTS PROHIBITED OR RESTRICTED IN RESIDENTIAL DISTRICTS

9.4.1 An **Accessory Building – Shipping Container** is prohibited in all residential districts except where it is listed as a ***permitted use*** or ***discretionary use***, or if it is used for construction storage during the period of construction for which a valid ***building permit*** has been issued.

9.4.2 Notwithstanding 9.4.1, a ***shipping container*** may be used as elements of a ***building*** envelope, provided it adheres to the requirements of Section **9.2 Design, Character and Appearance**.

9.5 CORNER, REVERSE CORNER, AND IRREGULAR PARCELS

9.5.1 The ***parcel lines*** and ***yards*** of ***corner parcels*** shall be determined by the following (Figure 1: Corner and Reverse Corner Parcels):

(a) the ***front parcel line*** of a ***corner parcel*** is the shortest ***property line abutting*** a ***road***;

(b) the ***exterior side parcel line*** of a ***corner parcel*** is the longest ***property line abutting*** a ***road***;

(c) the ***interior side parcel line*** of a ***corner parcel*** is the longest ***property line abutting*** another ***parcel***; and

(d) the ***rear parcel line*** of a ***corner parcel*** is the shortest ***property line abutting*** a ***parcel*** or ***lane***.

9.5.2 Notwithstanding 9.5.1 or anything else in this Bylaw, the ***Development Authority*** may determine a ***corner parcel*** to be a ***reverse corner parcel*** (Figure 1: Corner and Reverse Corner Parcels).

9.5.3 The ***Development Authority*** shall determine the ***front***, ***rear*** and ***side yards*** of a ***reverse corner parcel*** by taking into account:

(a) the general pattern and location of existing ***buildings*** on ***adjacent parcels***;

(b) the size and geometry of the ***corner lot***;

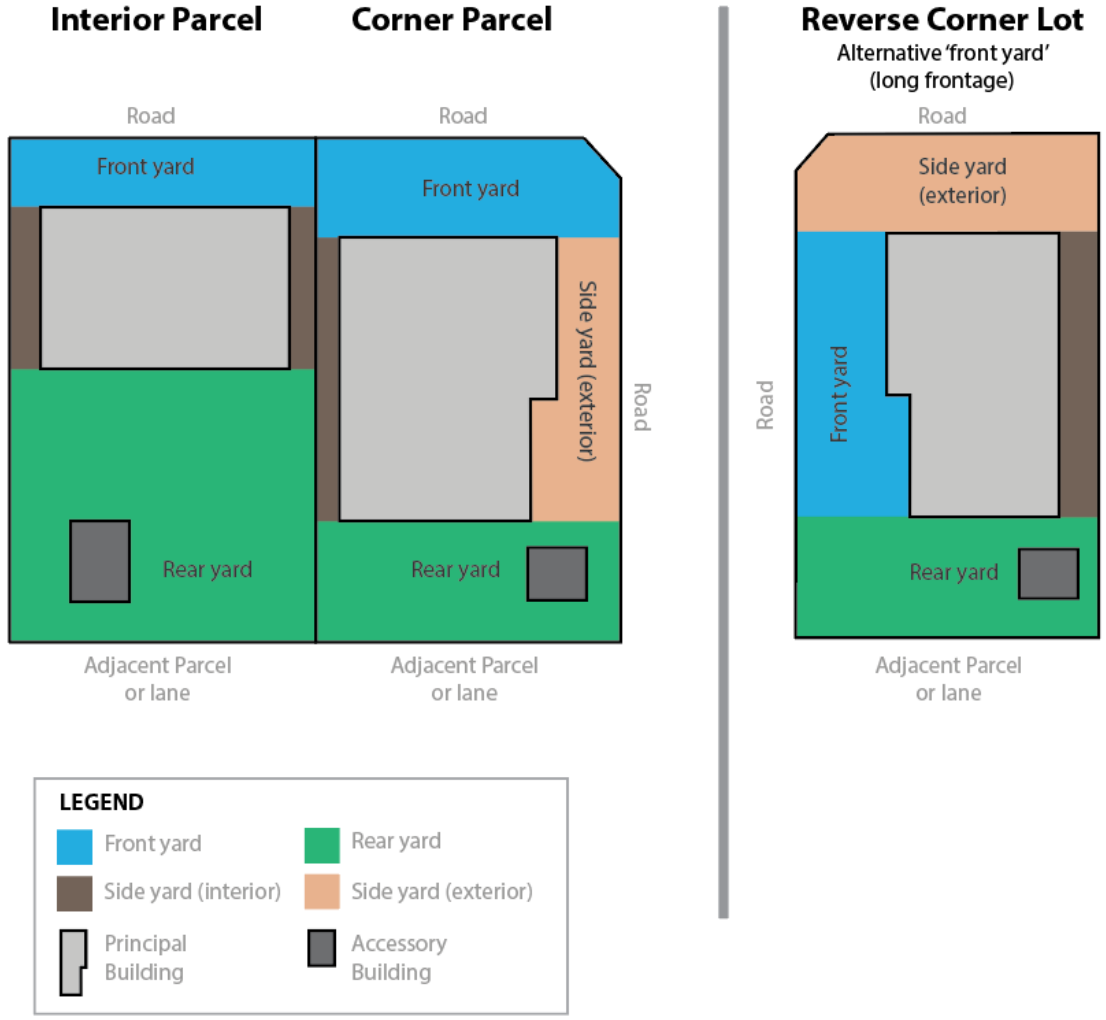
(c) the ability to create sufficient privacy on the ***parcel*** and privacy for ***adjacent parcels***;

(d) ensuring safe traffic movement at the intersection, considering the primary flow of traffic and access to the ***parcel***; and

(e) the general aesthetics, considering the location and height of ***fencing*** and hedges.

9.5.4 For ***parcels*** other than ***corner lots*** which have ***frontage*** on two ***roads***, or for ***parcels*** which are not rectangular in shape, the ***Development Authority*** shall determine the ***yard*** designations.

Figure 1: Corner and Reverse Corner Parcels



9.6 SCREENING

9.6.1 For commercial, industrial and **Apartment *developments***, garbage and waste material must be stored in weatherproof and animal proof containers. Garbage and waste material storage must be ***screened*** from ***roads***, excluding ***lanes***.

9.6.2 Commercial and industrial developments ***abutting*** a ***parcel*** with a ***principal residential use*** shall be ***screened*** from view on an ***interior side parcel line*** or ***rear parcel line***, to the satisfaction of the ***Development Authority***.

9.6.3 Where permitted, ***outdoor storage*** areas of commercial and industrial materials and equipment shall be ***screened*** from ***adjacent parcels*** and ***roads***.

9.7 CORNER VISIBILITY SETBACK

9.7.1 Notwithstanding any other provision of this Bylaw, no person shall place or maintain any object, ***structure***, ***fence***, greater than 4.0 ft (1.22 m) in height above ***grade*** in or on that part of a ***corner parcel*** or ***reverse corner parcel*** which lies within the ***corner visibility setback***.

9.7.2 No **Sign** shall be located within the ***corner visibility setback*** such that any part of the **Sign** is between the heights of 3.3 ft (1.0 m) and 13.0 ft (4.0 m) above ***grade***.

9.8 YARD SETBACKS AND PERMITTED PROJECTIONS

9.8.1 In all districts, the minimum ***yard setbacks*** do not apply to:

(a) construction wholly beneath the surface of the ground;

(b) ***driveways***, ***parking stalls*** and sidewalks;

(c) ***fences***, ***patios*** and retaining walls; and

(d) ***landscaping***.

9.8.2 Wheelchair ramps may be permitted to encroach into any required ***yard setback***, at the discretion of the ***Development Authority***, provided that the ramp:

(a) does not impede fire access to or around the ***building***;

(b) is complementary to and well-integrated into the existing ***building*** design; and

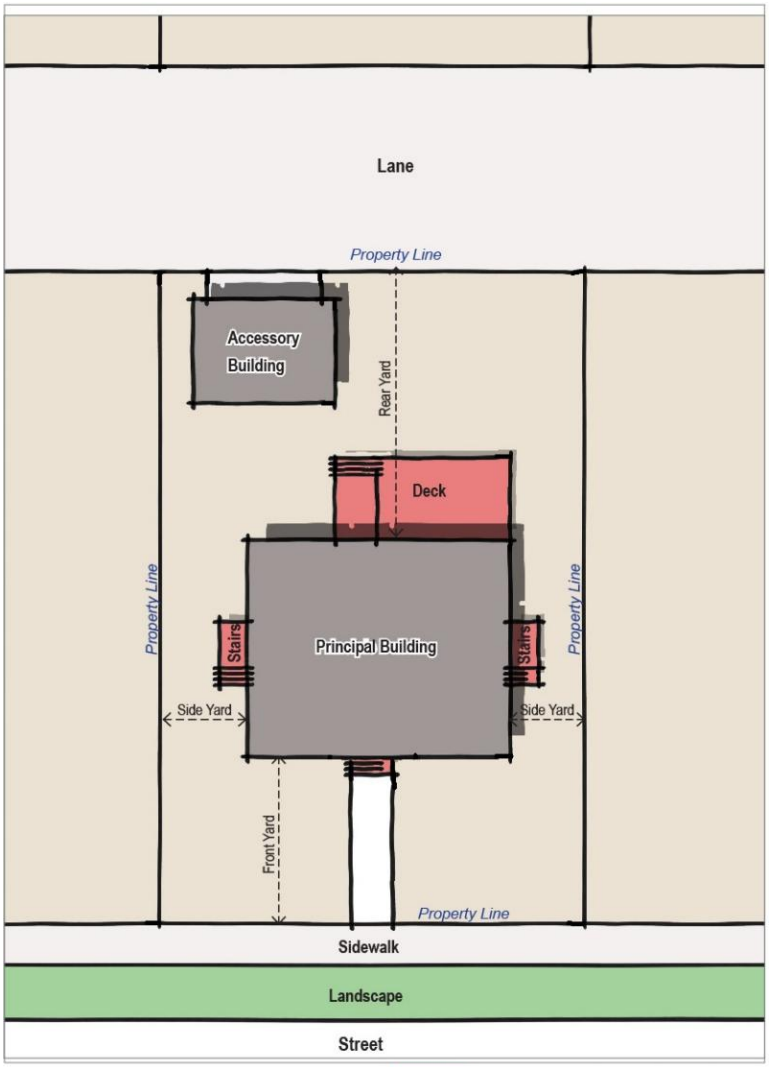
(c) does not extend beyond the ***property line***.

9.8.3 Where ***building(s)*** on the ***parcel*** are planned as a ***comprehensively planned development*** and are divided by ***condominium***, the district ***yard setbacks*** do not apply within the ***development*** but shall apply from the ***property line*** of ***abutting parcels*** or a ***road***.

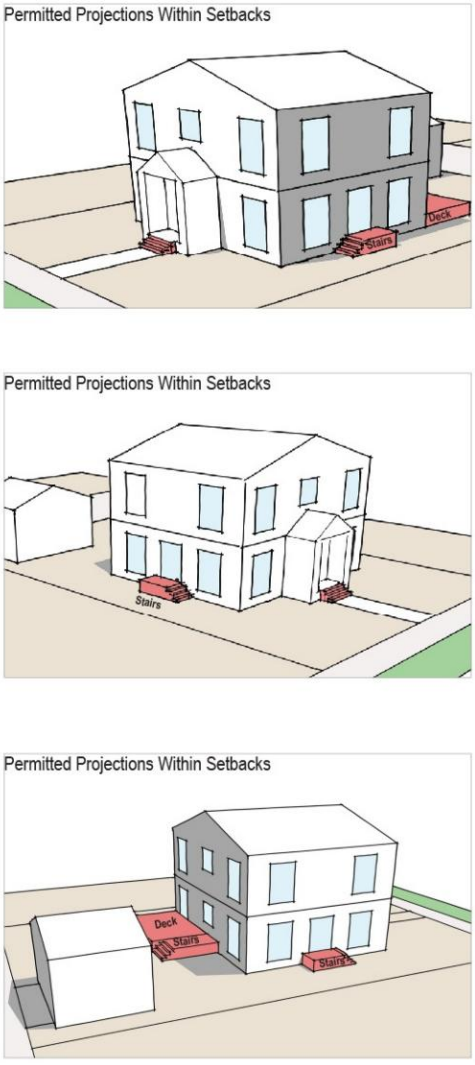
Residential Projections

9.8.4 Residential ***building*** projections specified in 9.8.5 to 9.8.11 into or over a required ***yard setback*** shall not require a variance (Figure 2: Permitted Projections Into Yard Setbacks).

Figure 2: Permitted Projections Into Yard Setbacks



Plan



Views

9.8.5 The following projections are permitted to a maximum of 2.0 ft (0.61 m) into the required ***front yard setback***:

(a) ***eaves***,

(b) ***bay windows***,

(c) ***shade projections***, and

(d) chimneys.

9.8.6 The following projections are permitted to a maximum of 6.0 ft (1.83 m) into the required ***front yard setback***:

(a) ***balconies***,

(b) stairways and ***landings***,

(c) uncovered ***decks***.

9.8.7 The following projections are permitted to a maximum of 2.0 ft (0.61 m) into the required ***side yard setback***:

(a) ***eaves***, and

(b) ***shade projections***.

9.8.8 The following projections are permitted to a maximum of 100% of the required ***side yard setback***:

(a) stairways and ***landings*** no more than 2.0 ft (0.61 m) above ***grade***.

9.8.9 The following projections are permitted to a maximum of 2.0 ft (0.61 m) into the required ***rear yard setback***:

(a) ***eaves***,

(b) ***bay windows***, and

(c) chimneys.

9.8.10 The following projections are permitted to a maximum of 8.0 ft (2.4 m) into the required ***rear yard setback***:

(a) ***balconies***, and

(b) ***shade projections***.

9.8.11 The following projections are permitted to a maximum of 16.4 ft (5.0 m) into the required ***rear yard setback***:

(a) ***decks*** (covered and uncovered), and

(b) stairways and ***landings***.

9.9 FENCES

9.9.1 In residential districts or a ***parcel*** with a ***principal residential use***, the maximum height above grade of a ***fence*** located within a ***yard*** shall be in accordance with Table 2: Maximum Fence Height in a Residential Yard.

Table 2: Maximum Fence Height in a Residential Yard

Yard	Maximum Fence Height from Grade
Rear	8.0 ft (2.44 m)
Interior Side	8.0 ft (2.44 m)
Front	4.0 ft (1.22 m)
Exterior Side	4.0 ft (1.22 m)

9.9.2 In commercial and industrial districts, the maximum height above ***grade*** of a ***fence*** located within any ***yard*** is 10.0 ft (3.0 m).

9.9.3 On ***corner parcels*** within the ***corner visibility setback***, ***fences*** of solid construction shall be a

maximum of 4.0 ft (1.22 m) in height to ensure public safety and/or good visibility for traffic and pedestrian purposes.

9.9.4 Materials used to construct ***fences*** shall be wood, brick, stone, concrete, vinyl or metal or other acceptable material to the satisfaction of the ***Development Authority*** and shall be aesthetically acceptable and in general conformity with ***adjacent development***.

9.9.5 No ***fences*** with barbed wire shall be allowed, except in the in the Urban Reserve (UR) District and Residential Acreage (RA) District, or above a height of 8.0 ft (2.44 m) in a commercial or industrial district.

9.10 UTILITY SERVICES AND INFRASTRUCTURE

9.10.1 The ***Development Authority*** must confirm there is adequate sewage collection, treatment and disposal, water supply treatment and distribution, stormwater collection and storage and ***road*** capacity necessary to serve a ***development***.

9.10.2 A ***development*** shall not be permitted if the ***development*** is not served by:

(a) the municipal sewer and water system; or

(b) at the discretion of the ***Development Authority***, a provincially approved private system.

9.10.3 Where a proposed ***use*** may release contaminants or other deleterious substances into the municipal sewer system, the ***Development Authority*** may require an applicant to submit plans and reports prepared by a ***qualified professional*** to evaluate the potential impact on the sewer system and propose mitigations.

9.10.4 The ***Development Authority*** may require a fats, oil and grease (FOG) interceptor, an oil and grit separator or other such interceptor, and/or a test manhole to be installed where a ***use*** may release contaminants or other deleterious substances into the municipal sewer system.

9.10.5 Stormwater run-off shall be contained on-site or disposed of in a manner acceptable to the Village of Acme and/or as required in a stormwater management report prepared by a ***qualified professional***.

9.11 SITE GRADING AND DRAINAGE

9.11.1 ***Parcel grades*** and ***building*** elevations shall be established to ensure effective drainage and prevent drainage from one ***parcel*** to another, except where drainage conforms to an approved ***subdivision*** drainage plan.

9.11.2 The ***owner*** of a ***parcel*** shall be responsible to ensure that ***grading*** is maintained over time to provide effective drainage. Where maintenance of a common drainage swale or path at a ***property line*** is required, the responsibility of maintenance lies with the ***owners*** of both ***parcels***. Where a drainage swale or path is established within an ***easement*** or right-of-way on a ***parcel***, swale grades shall be maintained and the swale shall be kept free of any obstructions.

9.11.3 Where retaining walls are necessary or proposed in any ***development***, such walls shall be developed with professional quality and shall not negatively affect ***abutting parcels*** due to site elevations or drainage.

9.12 VEHICLE ENTRANCES AND EXITS

9.12.1 ***Driveways*** and vehicle entrances and exits of a ***corner parcel*** or ***reverse corner parcel*** shall be located at least 20.0 ft (6.1 m) from the corner along a ***property line*** at the intersection of two (2) or more ***roads***.

9.12.2 The ***Development Authority*** may require that entrances and exits for vehicles be separate, one-directional, and/or adequately signed.

9.13 PARKING AND LOADING

9.13.1 The minimum ***off-street parking*** and loading requirements of this Bylaw shall be met, including an addition to an existing ***building***.

9.13.2 The development of a new ***parking area***, or the expansion or reconfiguration of an ***existing parking area*** requires a ***development permit***.

9.13.3 ***Developments*** containing or providing for more than one ***use*** shall provide ***parking stalls*** equal to the sum of the requirements for the individual ***uses***.

9.13.4 ***Parking stalls*** shall be provided in accordance with Table 3: Minimum Residential Parking Requirements and Table 4: Minimum Non-Residential Parking Requirements, and:

(a) shall be calculated on the basis of number of **Dwellings Units**, or ***gross floor area***, or where the term "seats" is used shall be calculated on the basis of fire occupancy ratings;

(b) where the calculation of the required number of ***parking stalls*** results in a fractional number, the requirements shall be rounded up to the nearest full stall; and

(c) where the ***parking stall*** requirements of a ***development*** are not specified in this Bylaw, the ***Development Authority*** shall be guided by the standards for similar ***uses***.

Table 3: Minimum Residential Parking Requirements

RESIDENTIAL USES	PARKING STALLS REQUIRED
Duplex Dwelling	One and two bedrooms: 1 per **Dwelling Unit** Three or more bedrooms: 2 per **Dwelling Unit**
Apartment **Attached Dwelling**	One and two bedrooms: 1 per **Dwelling Unit** Three or more bedrooms: 2 per **Dwelling Unit** plus 1 ***visitor parking stall*** per 5 **Dwelling Units**
Care Facility	0.5 stalls per resident room or **Dwelling Unit**
Home Occupation – Major	At the discretion of the ***Development Authority***

Table 4: Minimum Non-Residential Parking Requirements

NON-RESIDENTIAL USES	PARKING STALLS REQUIRED
Hotel/Motel	1 per guest suite

Parking Area Design and Dimensions

9.13.5 ***Parking stalls*** and ***loading spaces*** shall be designed and constructed, to the satisfaction of the ***Development Authority***:

(a) to be contained entirely on the ***parcel*** and not cause interference with pedestrian or vehicular movements on ***adjacent parcels***, ***roads*** or sidewalks; and

(b) with the appropriate curbs, curb cuts or wheel stops where required.

9.13.6 All ***parking stalls*** and ***loading spaces*** shall have direct access to a public ***road***, ***lane*** or maneuvering aisle with adequate access to a public ***road***.

9.13.7 ***Parking areas*** shall be designed in accordance with the dimensions stated in Table 5: Minimum Parking Stall and Aisle Dimensions. Where more complex ***parking area*** designs are requested (such as interlocking stalls), the design shall be reviewed based on best practices for ***parking area*** design, to the satisfaction of the ***Development Authority***.

Table 5: Minimum Parking Stall and Aisle Dimensions

Parking angle (degrees)	Stall width parallel to aisle		Stall depth	Aisle width
	Dwelling Units	Other Uses		
90 (perpendicular)	8.2 ft (2.5 m)	8.5 ft (2.6 m)	20.0 ft (6.1 m)	24.0 ft (7.3 m)
75	8.5 ft (2.6 m)	9.2 ft (2.8 m)	20.7 ft (6.3 m)	20.0 ft (6.1 m)
60	9.5 ft (2.9 m)	10.5 ft (3.2 m)	20.1 ft (6.4 m)	17.0 ft (5.2 m)
45	11.8 ft (3.6 m)	12.8 ft (3.9 m)	20.0 ft (6.1 m)	13.1 ft (4.0 m)
0 (Parallel)	22.0 ft (6.7 m)	22.0 ft (6.7 m)	7.8 ft (2.4 m)	13.1 ft (4.0 m)

9.13.8 ***Loading spaces*** shall be designed in accordance with the following:

(a) a minimum of 11.5 ft (3.5 m) wide and 33.0 ft (10.0 m) in length, and no less than 14.1 ft (4.3 m) overhead clearance; and

(b) access to the space shall be such that no backing and turning movements of vehicles cause interference with traffic on the ***adjacent roads*** or ***lanes***.

9.14 DRIVE THROUGHS AND VEHICLE-ORIENTED DESIGNS

9.14.1 ***Drive throughs*** and vehicular-oriented designs may only be allowed if the ***Development Authority*** is satisfied that such designs do not adversely affect the functioning of surrounding ***roads***, traffic circulation or ***adjacent uses***.

9.14.2 The following regulations shall apply to the design of maneuvering aisles and queuing spaces:

(a) must be ***screened*** from ***existing residential uses*** and not be located within 65.0 ft (19.8 m), except where separated by a ***building***;

(b) may be located in a required ***setback*** area if there are no safety or nuisance concerns identified with ***adjacent uses***;

(c) must not provide direct access to any ***parcel*** or ***road***; and

(d) must not interfere with other vehicular or pedestrian movements.

9.14.3 For **Food and Beverage Service Facilities** with a ***drive through***:

(a) ordering windows or order boards must not be located within 65.0 ft (19.8 m) of a ***parcel*** with a ***principal residential use***; and

(b) a minimum of five (5) queuing spaces shall be provided per order board or ordering window.

9.14.4 For ***uses*** which provide ***drive through*** automotive services, the following minimum queuing spaces are required:

(a) **Services Stations**: one (1) queuing space per fuel pump or service bay; and

(b) **Car Washes**: two (2) queuing spaces per bay.

9.14.5 Queuing spaces shall be a minimum of 9.0 ft (2.7 m) in width and 21.0 ft (6.4 m) in length and provide sufficient space for the turning and maneuvering of vehicles.

9.15 RELOCATED BUILDINGS

9.15.1 Notwithstanding **Section 4 Development Not Requiring a Development Permit**, a ***development permit*** shall be required for a ***relocated building*** to any ***parcel*** in the Village of Acme as part of the ***development*** of a ***permitted*** or ***discretionary use***.

9.15.2 A ***development permit*** for a ***relocated building*** may include conditions of approval that:

(a) the ***building*** and the proposed location of the ***building*** meets the requirements of the Land Use District in which the ***building*** is to be located;

(b) the ***building*** is compatible with the character of the neighbourhood in which the ***building*** is to be relocated to; and

(c) the ***building*** be renovated to a satisfactory condition within a specified time.

9.16 RENEWABLE ENERGY SYSTEMS

9.16.1 ***Renewable energy systems*** attached to a ***principal building*** or **Accessory Building** shall:

(a) not extend above the peak of a roof; and

(b) not project above a roof by 5.0 ft (1.52 m) at any point.

9.16.2 ***Renewable energy systems*** that are freestanding must meet the height and ***setback*** regulations for an **Accessory Building** within the applicable Land Use District.

9.16.3 ***Renewable energy systems*** shall not generate noise, in the opinion of the ***Development Authority***, which affects the amenity or enjoyment of an ***adjacent residential use***.

9.17 COMPREHENSIVELY PLANNED DEVELOPMENTS

9.17.1 A site plan must be provided for all ***comprehensively planned development*** applications. The site plan must clearly identify private roads, pedestrian walkways, common areas and ***buildings***,

garbage, ~~and~~ waste and snow storage areas or ***buildings***, ***visitor parking stalls***, and the boundaries of **Dwelling Unit** plots.

9.17.2 All private roads in a ***comprehensively planned development*** shall be a minimum 19,7 ft (6.0 m) width and constructed to the satisfaction of the ***Development Authority*** for emergency access and egress.

9.17.3 Internal pedestrian walkways shall have a minimum width of 1.5 m and be surfaced to the satisfaction of the ***Development Authority***.

9.17.4 ***Visitor parking stalls*** shall be provided in the ratio of one (1) ***parking stall*** for every four (4) **Dwelling Units**. ***Visitor parking stalls*** shall be dispersed throughout the ***comprehensively planned development*** and clearly identified.

9.17.5 The required ***yards*** may be required to be ***landscaped*** and ***fenced*** to the satisfaction of the ***Development Authority***.

9.17.6 A minimum of 10% of the ***parcel area*** of a residential ***comprehensively planned development*** shall be set aside for an outdoor common ***amenity area*** or recreational use.

9.17.7 One (1) identification Freestanding Sign may be located at each entrance from the ***road*** to the ***comprehensively planned development***. The maximum ***sign area*** is 31.2 ft^2 (2.9 m^2) and maximum ***sign height*** is 5.9 ft (1.8 m).

9.17.8 A screened ***outdoor storage*** area may be provided for vehicles and equipment such as trucks, ***recreational vehicles***, travel trailers, snowmobiles, and boats, at a location and in a manner satisfactory to the ***Development Authority***.

Part C – Specific Use Regulations

10 Specific Use Regulations

This Section of the Land Use Bylaw contains regulations for specific land uses, as listed below.

Quick Links – click on the links below to jump to each section:

10.1	**Accessory Buildings in Residential and MR-C Districts**
10.2	**Accessory Buildings in Districts Other than Residential or MR-C Districts**
10.3	**Secondary Suites and Backyard Suites**
10.4	**Home Occupations**
10.5	**Bed and Breakfast**
10.6	**Manufactured Dwelling**
10.7	**Pet Care Service**
10.8	**Kennel**
10.9	**Auto Body Shop**
10.10	**Service Station**
10.11	**Cannabis Production Facility**
10.12	**Industrial Work Camp**

10.1 ACCESSORY BUILDINGS IN RESIDENTIAL AND MR-C DISTRICTS

General Rules for All Accessory Building Types

10.1.1 **Accessory Buildings** must be secondary and subordinate to the ***principal building*** or ***principal use*** on the same ***parcel***.

10.1.2 The determination of whether a ***use***, ***building*** or ***structure*** is considered accessory shall be at the discretion of the ***Development Authority***.

10.1.3 An enclosed ***structure*** which is attached to the ***principal building*** by a roof, a floor or a foundation is not an **Accessory Building** and is to be considered part of the ***principal building***.

10.1.4 An **Accessory Building** shall not be used as a **Dwelling Unit** unless approved in accordance with the **Accessory Dwelling Unit** provisions of this Bylaw.

10.1.5 No **Accessory Building** shall be located in the ***front yard*** of a ***parcel***.

10.1.6 No person shall construct or permit the placement of an **Accessory Building**, or group of **Accessory Buildings**, such that, individually or collectively, the total ***floor area*** of the **Accessory Building(s)** would:

(a) along with the ***principal building***, exceed the maximum total ***parcel coverage*** specified in the land use district; and/or

(b) exceed the ***floor area*** of the ***principal building*** on the ***parcel***.

Additional Rules for Accessory Buildings – Fabric Covered

10.1.7 **Accessory Buildings – Fabric Covered** shall be:

(a) ***setback*** a minimum of 10.0 ft (3.0 m) from any ***structure*** or equipment that contains open flames (i.e. fire pits or other open flame accessories); and

(b) kept in good condition and the fabric not frayed or damaged.

10.1.8 **Accessory Buildings – Fabric Covered** must not:

(a) exceed one (1) **Accessory Building – Fabric Covered** per ***parcel***;

(b) be connected to any **Utilities**;

(c) exceed 220.0 ft^2 (20.4 m^2) in ***floor area***; and

(d) be used in a manner that would cause or create a nuisance by way of noise, vibration or dust to impact the privacy and enjoyment of ***adjacent residential uses*** or the amenities of the neighbourhood.

Additional Rules for Accessory Buildings – Shipping Containers

10.1.9 Within residential districts **Accessory Buildings – Shipping Container** must not:

(a) exceed one (1) **Accessory Building – Shipping Container** per ***parcel***;

(b) exceed 161.5 ft^2 (15.0 m^2) in ***floor area*** on a ***parcel*** that is less than 22,000 ft^2 (2,043.9 m^2) in ***parcel area***;

(c) exceed 323.0 ft^2 (30.0 m^2) in ***floor area*** on a ***parcel*** that is 22,000 ft^2 (2,043.9 m^2) or greater in ***parcel area***; and

(d) be used in a manner that would cause or create a nuisance by way of noise, vibration or dust to impact the privacy and enjoyment of ***adjacent residential uses*** or the amenities of the neighbourhood.

10.1.10 In residential districts, the ***Development Authority*** shall require the exterior surface of an **Accessory Building – Shipping Container** be finished, or ***screened*** from public view, to the satisfaction of the ***Development Authority***.

10.2 ACCESSORY BUILDINGS IN DISTRICTS OTHER THAN RESIDENTIAL OR MR-C DISTRICTS

General Rules for All Accessory Buildings

10.2.1 **Accessory Buildings** must be secondary and subordinate to the ***principal building*** or ***principal use*** on the same ***parcel***.

10.2.2 The determination of whether a ***use***, ***building*** or ***structure*** is considered accessory shall be at the discretion of the ***Development Authority***.

Accessory Buildings – Fabric Covered

10.2.3 **Accessory Buildings – Fabric Covered** shall be:

(a) ***setback*** a minimum of 10.0 ft (3.0 m) from any ***structure*** or equipment that contains open flames (i.e. fire pits or other open flame accessories); and

(b) kept in good condition and the fabric not frayed or damaged.

Accessory Buildings – Shipping Container

10.2.4 The ***Development Authority*** may require the exterior surface of an **Accessory Building – Shipping Container** be finished, or ***screened*** from public view, to the satisfaction of the ***Development Authority***.

10.3 SECONDARY SUITES AND BACKYARD SUITES

General Rules for Suites

10.3.1 A **Secondary Suite** or **Backyard Suite** may be developed only in those Land Use Districts where it is listed as a ***permitted use*** or ***discretionary use***.

10.3.2 A maximum of one (1) **Secondary Suite** or **Backyard Suite** is allowed per ***parcel***.

10.3.3 A **Secondary Suite** or **Backyard Suite** must not be separated from the ***principal residential use*** on a ***parcel*** by the registration of a ***condominium*** or ***subdivision***.

10.3.4 Where a ***parcel*** is serviced by municipal water and sanitary systems, an **Accessory Dwelling Unit** must be serviced from the ***principal*** **Dwelling Unit's** connection to the systems.

Backyard Suites



10.3.5 A **Backyard Suite** shall not be located in the ***front yard*** of a ***parcel***.

10.3.6 The minimum ***setbacks*** of a **Backyard Suite** shall be 5.0 ft (1.52 m) from a ***side parcel line*** and 5.0 ft (1.52 m) from a ***rear parcel line***, except on a ***corner parcel*** or a ***reverse corner parcel***, the minimum ***setback*** from an ***exterior side parcel line*** shall be no less than the minimum ***exterior side yard setback*** for the ***principal building***.

10.3.7 Where a **Backyard Suite** is located on the second ***storey***, the maximum ***building height*** shall be 20.0 ft (6.1 m).

Secondary Suites



10.3.8 The maximum ***floor area*** of a **Secondary Suite** shall not exceed 50% of the ***gross floor area*** of the ***principal*** **Dwelling Unit**. Internal areas for stairways and ***landings*** or common areas that are accessible and intended to be used by residents of both **Dwelling Units** shall not be included in the ***floor area*** of the **Secondary Suite**.

10.4 HOME OCCUPATIONS

General Regulations

10.4.1 A **Home Occupation** shall not change the character or external appearance of the **Dwelling Unit**.

10.4.2 **Home Occupations** shall be incidental and subordinate to the ***principal residential use*** of the **Dwelling Unit**.

10.4.3 Where the applicant for the **Home Occupation** is not the registered ***owner*** of the **Dwelling Unit** proposed to be used for a **Home Occupation**, the applicant shall provide to the ***Development Authority*** written authorization from the registered ***owner(s)***.

10.4.4 A **Home Occupation** shall not include any activity or operation which will cause or create a nuisance by way of noise, dust, and/or smoke or other nuisance that is not characteristic of a ***residential use***.

10.4.5 A maximum of one (1) Fascia Sign or Freestanding Sign may be displayed for a **Home Occupation** in accordance with 11.5.3 or 11.8.3.

Home Occupation – Minor

10.4.6 In addition to the general regulations for **Home Occupations**, a **Home Occupation – Minor** shall meet all of the following criteria:

(a) located within the ***principal*** **Dwelling Unit** only;

(b) no more than two customers on-site at a time;

(c) no outdoor display of goods;

(d) no on-site employees other than the residents of the **Dwelling Unit** (all employees must reside on the premise or work remotely); and

(e) no ***outdoor storage***.

Home Occupation – Major

10.4.7 A **Home Occupation – Major** shall be determined as any **Home Occupation** which meets one or more of the following criteria:

(a) located within an **Accessory Building**;

(b) employs more than one (1), but not more than four (4) employees that do not reside on the ***parcel***;

(c) more than two customers on-site at a time; and/or

(d) includes ***outdoor storage*** in a ***rear yard***.

10.5 BED AND BREAKFASTS

10.5.1 **Bed and Breakfasts** shall:

(a) not provide cooking facilities in guest rooms;

(b) not change the residential character or external appearance of the ***building***; and

(c) have a maximum of four (4) guest rooms.

10.5.2 A maximum of one (1) Fascia Sign or Freestanding Sign for a **Bed and Breakfast** may be displayed, in accordance with 11.5.3 or 11.8.3.

10.6 MANUFACTURED DWELLINGS

10.6.1 In determining the suitability of a **Manufactured Dwelling** for placement on a ***parcel***,

consideration shall be given to its condition and appearance in context with the ***adjacent parcels***.

10.6.2 An undercarriage of a **Manufactured Dwelling** shall be screened from view by the foundation or by skirting within 30 days of placement of the **Manufactured Dwelling**.

10.6.3 All accessory ***structures*** such as stairways and ***landings***, ***patios***, ***decks***, and skirting shall be of complementary quality and design to the **Manufactured Dwelling**.

10.6.4 All **Manufactured Dwellings** shall be provided with stairways and ***landings*** to all entrances within 45 days of their placement.

10.7 PET CARE SERVICES

10.7.1 **Pet Care Services** shall be designed, constructed and operated in a manner to prevent a nuisance to any ***adjacent residential use*** or other ***adjacent uses*** in regard to factors such as noise, odors and waste. Outside enclosures, pens, runs or exercise areas may be allowed at the discretion of the ***Development Authority***.

10.7.2 The ***Development Authority*** may, as a condition of a ***development permit*** for a **Pet Care Service**, limit the maximum number of animals that may be kept at any one time.

10.8 KENNEL

10.8.1 No exterior exercise area(s) to be used to accommodate dogs shall be allowed within 165.0 ft (50.3 m) of any **Dwelling Unit** located on an ***adjacent parcel***.

10.8.2 All dog facilities, including any **Accessory Buildings** and exterior exercise areas, shall be located to the rear of the ***parcel***.

10.8.3 The ***Development Authority*** may, as a condition of a ***development permit*** for a **Kennel**, limit the maximum number of animals that may be kept at any one time.

10.8.4 The ***Development Authority***, at its discretion, may:

(a) require pens, rooms, exercise runs, and holding stalls be soundproofed where the noise from the **Kennel** may adversely affect the amenities of the area. In making its determination, the ***Development Authority*** may consider the number of animals to be kept at the **Kennel**, the proximity of the **Kennel** to other ***uses***, and/or the recommendations of an acoustic study; and

(b) limit the times at which the animals are allowed outdoors. In particular, all dogs shall be required to be kept indoors between the hours of 10:00 p.m. and 7:00 a.m.

10.8.5 **Kennels** shall be ***screened*** by both a visual and sound barrier, by ***fences*** and/or ***landscaping***, from existing ***residential uses*** on ***adjacent parcels*** to the satisfaction of the ***Development Authority***.

10.9 AUTO BODY SHOP

10.9.1 All ***buildings*** and ***outdoor storage*** areas related to the **Auto Body Shop** must be oriented on the ***parcel*** to minimize any potential adverse effects on ***adjacent uses***.

10.9.2 An **Auto Body Shop** may include ***outdoor storage*** and activities associated with the ***use*** located outside of a ***building*** provided those areas of the ***parcel*** are ***fenced*** to a minimum height of 8.0 ft

(2.4 m), and the ***fence*** is a solid ***fence*** of either metal or wood, designed and constructed to the satisfaction of the ***Development Authority***.

10.10 SERVICE STATION

10.10.1 **Service Stations** shall comply with the following standards, in addition to those standards in **9.14 Drive Throughs and Vehicle-Oriented Designs**:

(a) no part of a service station ***building*** or any pump island shall be within 20.0 ft (6.1 m) of ***front***, ***side*** or ***rear parcel lines***;

(b) a ***front yard*** of no less than 40.0 ft (12.2 m);

(c) no pumping island closer than 15.0 ft (4.6 m) to a ***building***;

(d) vehicle entrances from a ***road*** shall be located at the discretion of the ***Development Authority*** and shall not exceed 35.0 ft (10.7 m) in width; and

(e) the ***parcel*** boundaries of a **Service Station**, other than those fronting a ***road***, shall be appropriately ***screened*** to the satisfaction of the ***Development Authority***.

10.11 CANNABIS PRODUCTION FACILITY

10.11.1 The issuance of a ***development permit*** in no way exempts the applicant from obtaining any other approval, permit, authorization, consent or license that may be required to ensure compliance with applicable federal, provincial or other municipal legislation.

10.11.2 As a condition of a ***development permit*** and prior to the operation of the facility, the developer must provide a copy of the current license for all activities associated with cannabis production as issued by Health Canada.

10.11.3 All processes and functions related to a **Cannabis Production Facility** must be fully contained within a ***building*** including all ***loading spaces*** and docks, garbage receptacles and waste material.

10.11.4 A **Cannabis Production Facility** shall not include ***outdoor storage*** of goods, materials or supplies.

10.11.5 A **Cannabis Production Facility** shall not be allowed to operate on a ***parcel*** with any other ***use***.

10.11.6 A **Cannabis Production Facility** must include equipment in the ventilation system designed and intended to remove odours from the air where it is discharged from the ***building***.

10.12 INDUSTRIAL WORK CAMP

10.12.1 A ***temporary development permit*** for an **Industrial Work Camp** may be issued for up to one (1) year, unless otherwise approved by the ***Development Authority*** as a condition in a ***development permit***.

10.12.2 An **Industrial Work Camp** must be directly associated with the construction of an industrial or commercial ***development*** within the municipal boundary and must be located in close proximity to the ***development***.

10.12.3 Once completed, an **Industrial Work Camp** site must be:

(a) reclaimed to its original condition; or

(b) reclaimed to a state where sediment and dust are controlled, and the aesthetics are returned to an acceptable condition, to the satisfaction of the ***Development Authority***.

Part D – Signs

11 Sign Regulations

11.1 SIGN AUTHORITY AND ADMINISTRATION

11.1.1 No **Sign** shall be erected on or affixed to municipal property without the prior consent of the Village of Acme.

11.1.2 Variances may be granted to ***sign area*** where the **Sign** scale and design integrates with the architectural elements and scale of the ***building*** and ***adjacent buildings***.

11.1.3 Where a **Sign** is no longer related to a business, product or event located on the same ***parcel*** as the **Sign**, the **Sign** must be removed by the ***owner*** of the **Sign** or the ***owner*** of the ***parcel*** on which the **Sign** is located.

11.1.4 Where a **Sign** contravenes the regulations of this Bylaw or the terms of a ***development permit***, the ***owner*** of the ***parcel*** or the ***owner*** of the **Sign** shall remove the **Sign** or relocate or repair the **Sign** such that it complies with the Bylaw or the ***development permit*** within the timelines specified in the written warning or order.

11.1.5 The Village of Acme may remove any **Sign** that remains in contravention of this Bylaw and an order, and/or may refuse to issue a ***development permit*** for a **Sign** on the ***parcel*** for a period of three (3) months.

11.2 GENERAL SIGN REGULATIONS

11.2.1 No **Sign** shall resemble or conflict with a traffic sign, signal or device.

11.2.2 All **Signs** shall be designed and manufactured to a professional standard of quality, to the satisfaction of the ***Development Authority***.

11.2.3 The design and location of a **Sign** on a ***building*** shall complement the architectural elements and materials of the ***building***.

11.2.4 ***Buildings*** shall be designed to incorporate **Signs** into the ***building*** as an integrated architectural element.

11.2.5 All **Sign** lighting shall be designed to illuminate the **Sign** only.

11.2.6 A **Sign** shall not be located to obstruct the movement or free and clear vision of a pedestrian or motorist, or cause conflict with any required ***parking area***.

11.2.7 All **Signs** shall be kept in a safe, clean, tidy and legible condition and may, at the discretion of the ***Development Authority***, be required to be renovated or removed if not kept in a safe, clean, tidy or legible condition.

11.2.8 All **Signs** must be stabilized and anchored to ensure the **Sign** will not be unintentionally moved or blown over.

11.3 SIGN TYPES

11.3.1 ***Sign types*** are identified and defined as follows:

#	Sign Types	Definition
1	**Canopy Sign** 	means a **Sign** that is mounted, painted or otherwise attached to an awning, canopy or marquee.
2	**Fascia Sign** 	means a **Sign** mounted directly on to the ***building*** fascia, which does not project more than 1.0 ft (0.3 m) from the ***building*** and is generally mounted above the business entrance.
3	**Projecting Sign** 	means a **Sign**, other than a Canopy Sign or Fascia Sign, which is attached to and projects more than 1.0 ft (0.3 m) horizontally from a ***structure*** or ***building face***.
4	**Roof Sign** 	means any **Sign** erected upon, against, or directly above a roof or on top of or above the parapet of a ***building***.
5	**Freestanding Sign** 	means a **Sign** supported independently of a ***building*** or wall, or by way of columns, concrete foundation, uprights, braces, masts, or poles mounted in or upon grade.
6	**A-Board Sign** 	means a **Sign** which is set on the ground, built of two similar pieces of material and attached at the top by a hinge(s) so as to be self-supporting when the bottom edges are separated from each other (i.e. sandwich board sign).
7	**Portable Sign** 	means a **Sign** that is not permanently affixed to a ***building***, ***structure***, or the ground, but does not include A-Board Signs as defined in this Bylaw.

11.3.2 When a **Sign** cannot be clearly categorized as one of the ***sign types*** as defined in this Bylaw, the ***Development Authority*** shall determine the ***sign type*** and any and all applicable standards.

11.4 SIGN TYPE 1 – CANOPY SIGN REGULATIONS

11.4.1 Canopy Signs shall:

(a) have a minimum height clearance of 9.0 ft (2.7 m) from ***grade*** or any sidewalk below;

(b) not project above the roof;

(c) be ***setback*** a minimum of 2.0 ft (0.6 m) from a curb;

(d) not project greater than 7.0 ft (2.1 m) from the face of the ***building***; and

(e) not exceed 100.0 ft^2 (9.3 m^2) in ***sign area***.

11.5 SIGN TYPE 2 – FASCIA SIGN REGULATIONS

11.5.1 Fascia Signs shall:

(a) be located on the ***building frontage*** directly adjacent to the business;

(b) not exceed 25% in ***sign area*** of the ***building*** face to which the **Sign** is attached; and

(c) not project above the roof or ***canopy*** greater than 3.3 ft (1.0 m).

11.5.2 A business shall have a maximum of one (1) **Fascia Sign** per ***frontage***.

11.5.3 A maximum of one (1) Fascia Sign for a **Home Occupation – Minor** or **Home Occupation – Major** may be displayed with a maximum ***sign area*** of 3.3 ft^2 (0.3 m^2).

11.6 SIGN TYPE 3 – PROJECTING SIGN REGULATIONS

11.6.1 Projecting Signs shall:

(a) have a minimum height clearance of 8.2 ft (2.5 m) from ***grade*** or any sidewalk below;

(b) not project above the roof greater than 3.3 ft (1.0 m);

(c) be ***setback*** a minimum of 2.0 ft (0.6 m) from a sidewalk, or in the case of no sidewalk, 2.0 ft (0.6 m) from a curb;

(d) not project more than 6.6 ft (2.0 m) from the face of the ***building***; and

(e) not exceed 21.5 ft^2 (2.0 m^2) in ***sign area***.

11.6.2 A business shall have a maximum of one (1) Projecting Sign per ***frontage***.

11.7 SIGN TYPE 4 – ROOF SIGN REGULATIONS

11.7.1 Roof Signs shall:

(a) not exceed 43.0 ft^2 (4.0 m^2) in ***sign area***;

(b) not project greater than 9.9 ft (3.0 m) vertically above the roof line; and

(c) not extend beyond the periphery of the roof on which it is located.

11.8 SIGN TYPE 5 – FREESTANDING SIGN REGULATIONS

11.8.1 Freestanding Signs shall:

(a) not exceed 20.0 ft (6.1 m) in ***sign height***;

(b) not exceed a maximum ***sign area*** of 32.3 ft^2 (3.0 m^2);

(c) be ***setback*** a minimum of 20.0 ft (6.1 m) from a curb or 5.0 ft (1.52 m) from a ***property line***, whichever is the greater distance; and

(d) be separated a minimum of 50.0 ft (15.2 m) from any other **Sign** along the same side of a block of the ***road***.

11.8.2 Notwithstanding 11.8.1, a Freestanding Sign in the Business Industrial District shall:

(a) not exceed 29.5 ft (9.0 m) in ***sign height***; and

(b) not exceed a maximum ***sign area*** of 64.5 ft^2 (6.0 m^2).

11.8.3 A maximum of one (1) Freestanding Sign for a **Home Occupation – Major** may be displayed with a maximum ***sign area*** of 3.3 ft^2 (0.3 m^2) and 3.3 ft (1.0 m) height above ***grade***.

11.9 SIGN TYPE 6 – A-BOARD SIGN REGULATIONS

11.9.1 A-Board Signs shall:

(a) be placed only within the ***frontage*** area of the business;

(b) not disrupt pedestrian traffic on a sidewalk;

(c) not be illuminated; and

(d) not exceed 6.4 ft^2 (0.6 m^2) in ***sign area*** (with the height equal to or greater than the width).

11.9.2 Only one (1) A-Board Sign shall be permitted per business.

11.10 SIGN TYPE 7 – PORTABLE SIGN REGULATIONS

11.10.1 A maximum of one (1) Portable Sign may be displayed on a ***parcel*** per business provided the **Sign** does not:

(a) exceed 71 ft^2 (6.6 m^2) in ***sign area***;

(b) exceed 9.9 ft (3.0 m) in ***sign height***; and

(c) is not located in the ***corner visibility setback***.

11.10.2 A Portable Sign shall not be located on a ***parcel*** so as to conflict with any required ***parking areas***, ***loading spaces***, or walkways.

Part E – Districts

12 DISTRICTS ADMINISTRATION

12.1 ESTABLISHMENT OF DISTRICTS

12.1.1 For the purpose of this Bylaw, the ***municipality*** is divided into the following Land Use Districts.

Short Title	District Name
Residential Districts	
R-1	Low Density Residential District
R-2	General Residential District
R-MD	Residential Manufactured Dwelling District
R-A	Residential Acreage District
Transition Districts	
M-RC	Mixed Residential Commercial Transition District
Commercial Districts	
DT	Downtown Commercial District
Business Industrial Districts	
I	Business Industrial District
Special Purpose Districts	
CS	Community Service District
UR	Urban Reserve District

12.2 DISTRICT BOUNDARIES

12.2.1 The locations and boundaries of the Land Use Districts are shown on the Land Use District Maps in **Part H Land Use Districts Map**, which forms part of this Bylaw.

12.2.2 The locations of boundaries shown on the Land Use Districts Map shall be governed by the following rules:

(a) where a boundary is shown as following the municipal boundary, it shall be deemed to follow the municipal boundary;

(b) where a boundary is shown as approximately following a ***property line***, it shall be deemed to follow the ***property line***; and

(c) where a boundary is shown to follow the shoreline of a bank of a waterbody, it follows that line.

12.2.3 Where the exact location of the boundary of a Land Use District cannot be determined, using the rules in Subsection 12.2.2 above, the ***Council***, on its own motion or on a written request, shall fix the location:

(a) in a manner consistent with the provisions of this Bylaw; and

(b) with the appropriate degree of detail required.

12.2.4 The location of a district boundary, once fixed, shall not be altered except by an amendment of this Bylaw.

12.3 ESTABLISHMENT OF DIRECT CONTROL DISTRICTS

12.3.1 Direct Control Districts provide for ***development*** that, due to its unique characteristics, unusual site conditions, or innovative design, requires specific regulations unavailable in other Land Use Districts. Land Uses within a Direct Control District shall be determined by ***Council***.

12.3.2 Direct Control Districts shall not be used in substitution of any other Land Use District in this Bylaw that could be used to achieve the same result either with or without variances to this Bylaw.

12.3.3 Where ***Council*** deems there are sufficient and appropriate regulations within a Direct Control Bylaw, authority to approve ***development*** within the Direct Control District may be delegated to the ***Development Authority***.

13 R-1 – Low Density Residential District

13.1 PURPOSE

13.1.1 To provide for low ***density*** residential ***development*** and other compatible residential neighbourhood ***uses***.

13.2 PERMITTED USES

13.2.1 The following ***uses*** are ***permitted uses*** in the R1 – Low Density Residential District:

Accessory Building*
Accessory Building – Fabric Covered*
Dwelling, Detached
Home Occupation – Minor*
Park
Secondary Suite*
Sign**
Utilities

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

13.3 DISCRETIONARY USES

13.3.1 The following ***uses*** are ***discretionary uses*** in the R1 – Low Density Residential District:

Accessory Building – Shipping Container*
Backyard Suite*
Bed and Breakfast*
Dwelling, Manufactured*
Government Building and Facilities
Home Occupation – Major*

***See Section 10 Specific Use Regulations**

13.4 REGULATIONS

13.4.1 The minimum ***parcel area*** is 4,995.0 ft^2 (464.0 m^2).

13.4.2 The minimum ***parcel width*** is 50.0 ft (15.2 m).

13.4.3 The minimum ***front yard setback*** is 16.4 ft (5.0 m).

13.4.4 The minimum ***interior side yard setback*** is 5.0 ft (1.52 m). The minimum ***exterior side yard setback*** is 10.0 ft (3.0 m).

13.4.5 The minimum ***rear yard setback*** is 16.4 ft (5.0 m).

13.4.6 The minimum ***floor area*** of a **Detached Dwelling** or **Manufactured Dwelling** is 650.0 ft^2 (60.4 m^2).

13.4.7 The maximum ***parcel coverage*** is 50%, including all ***buildings***.

13.4.8 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

13.5 ADDITIONAL REGULATIONS FOR MANUFACTURED DWELLINGS

13.5.1 The minimum width of a **Manufactured Dwelling** is 30.0 ft (9.1 m).

13.5.2 **Manufactured Dwellings** constructed greater than fifteen (15) years at the time of ***development permit*** application may not be approved at the discretion of the ***Development Authority*** in consideration of its condition and appearance.

13.5.3 The design and appearance of a **Manufactured Dwelling** shall be to the satisfaction of the ***Development Authority***, and may be required to include enhanced design elements that add visual interest such as:

(a) a porch or veranda on the front façade;

(b) horizontal wall articulation on the front façade;

(c) the use of thick columns or brackets on roof overhangs;

(d) dormers, gables, cross gables or varied pitches for articulated roof lines;

(e) large or ***bay windows*** on the front façade, with strong window trim;

(f) architectural features or other detailing over entrances;

(g) changes in exterior siding materials, textures and colors to break up long wall expanses; and/or

(h) the use of trim and moldings that contrast the exterior siding.

13.6 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

13.6.1 The following minimum requirements apply to all **Accessory Buildings:**

(a) ***interior side parcel line setback***: 3.3 ft (1.0 m);

(b) ***exterior side parcel line setback***: 5.0 ft (1.52 m); and

(c) ***rear parcel line setback***: 3.3 ft (1.0 m).

13.6.2 The following maximum requirements apply to all **Accessory Buildings:**

(a) ***building height***: 16.4 ft (5.0 m); and

(b) ***parcel coverage***: 15%.

13.7 ADDITIONAL REQUIREMENTS

13.7.1 Notwithstanding the minimum ***front yard setback***, the minimum length of a ***parking stall*** in a ***front yard*** is 20.0 ft (6.1 m).

13.7.2 In a ***front yard***, the maximum width of a ***driveway*** and/or ***parking area*** is 30.0 ft (9.1 m).

14 R-2 – General Residential District

14.1 PURPOSE

14.1.1 To provide for general residential ***development*** with the potential for a variety of housing options and other compatible residential neighbourhood ***uses***.

14.2 PERMITTED USES

14.2.1 The following ***uses*** are ***permitted uses*** in the R2 – General Residential District:

Accessory Building*
Accessory Building – Fabric Covered*
Backyard Suite*
Bed and Breakfast*
Dwelling, Detached
Dwelling, Duplex
Home Occupation – Minor*
Park
Secondary Suite*
Sign**
Utilities

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

14.3 DISCRETIONARY USES

14.3.1 The following ***uses*** are ***discretionary uses*** in the R2 – General Residential District:

Accessory Building – Shipping Container*
Apartment
Care Facility
Child Care Centre
Community Building
Dwelling, Attached
Dwelling, Manufactured*
Government Building and Facilities
Home Occupation – Major*
Religious Assembly

***See Section 10 Specific Use Regulations**

14.4 REGULATIONS

14.4.1 The minimum ***parcel area*** is 3,875.0 ft^2 (360.0 m^2), except:

(a) 3,000.0 ft^2 (278.7 m^2) for each **Dwelling Unit** of a **Duplex Dwelling** or **Attached Dwelling**;

(b) 7,750.0 ft^2 (720.0 m^2) for an **Apartment** or **Care Facility**.

14.4.2 The minimum ***parcel width*** is 40.0 ft (12.2 m), except:

(a) 25.0 ft (7.6 m) for each **Dwelling Unit** of a **Duplex Dwelling** or **Attached Dwelling**;

(b) 60.0 ft (18.3 m) for an **Apartment** or **Care Facility**.

14.4.3 The minimum ***front yard setback*** is 16.4 ft (5.0 m).

14.4.4 The minimum ***interior side yard setback*** is 5.0 ft (1.52 m) and the minimum ***exterior side yard setback*** is 10.0 ft (3.0 m).

14.4.5 The minimum ***rear yard setback*** is 16.4 ft (5.0 m).

14.4.6 The minimum ***floor area*** of a **Dwelling Unit** is 650.0 ft^2 (60.4 m^2).

14.4.7 The maximum ***parcel coverage*** is 60%, including all ***buildings***.

14.4.8 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

14.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

14.5.1 The following minimum requirements apply to **Accessory Buildings:**

(a) ***interior side parcel line setback***: 3.3 ft (1.0 m);

(b) ***exterior side parcel line setback***: 5.0 ft (1.52 m); and

(c) ***rear parcel line setback***: 3.3 ft (1.0 m).

14.5.2 The following maximum requirements apply to **Accessory Buildings:**

(a) ***building height***: 16.5 ft (5.0 m); and

(b) ***parcel coverage***: 15%.

14.6 ADDITIONAL REGULATIONS FOR MANUFACTURED HOMES

14.6.1 The minimum width of a **Manufactured Dwelling** is 24.0 ft (7.3 m).

14.6.2 **Manufactured Dwellings** constructed greater than fifteen (15) years at the time of ***development permit*** application may not be approved at the discretion of the ***Development Authority*** in consideration of its condition and appearance.

14.6.3 The design and appearance of a **Manufactured Dwelling** shall be to the satisfaction of the ***Development Authority***, and may be required to include enhanced design elements that add visual interest such as:

(a) a porch or veranda on the front façade;

(b) horizontal wall articulation on the front façade;

(c) the use of thick columns or brackets on roof overhangs;

(d) dormers, gables, cross gables or varied pitches for articulated roof lines;

(e) large or ***bay windows*** on the front façade, with strong window trim;

(f) architectural features or other detailing over entrances;

(g) changes in exterior siding materials, textures and colors to break up long wall expanses; and/or

(h) the use of trim and moldings that contrast the exterior siding.

14.7 ADDITIONAL REQUIREMENTS

14.7.1 Notwithstanding the minimum ***front yard setback***, the minimum length of a ***parking stall*** in a ***front yard*** is 20.0 ft (6.1 m).

14.7.2 In a ***front yard***, the maximum width of a ***driveway*** and/or ***parking area*** is 22.0 ft (6.7 m) per **Dwelling Unit**.

14.7.3 **Apartment *developments*** must, to the satisfaction of the ***Development Authority***:

(a) locate vehicle entrances and exits***, parking stalls*** and ***loading spaces*** in such a manner to minimize impact on ***adjacent uses***; and

(b) integrate the ***building*** and site design with the surrounding neighbourhood context.

15 R-MD – Residential Manufactured Dwelling District

15.1 PURPOSE

15.1.1 To provide for ***residential development*** in **Detached Dwellings** or **Manufactured Dwellings** and other compatible residential neighbourhood ***uses***.

15.2 PERMITTED USES

15.2.1 The following ***uses*** are ***permitted uses*** in the R-MD –Residential Manufactured Dwelling District:

Accessory Building*
Accessory Building – Fabric Covered*
Dwelling, Detached
Dwelling, Manufactured* (constructed less than 15 years from date of application)
Home Occupation – Minor*
Park
Sign**
Utilities

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

15.3 DISCRETIONARY USES

15.3.1 The following ***uses*** are ***discretionary uses*** in the R-MD –Residential Manufactured Dwelling District:

Accessory Building – Shipping Container*
Child Care Centre
Community Building
Dwelling, Manufactured* (constructed 15 years from date of application or greater)
Government Building and Facilities
Home Occupation – Major*
Religious Assembly

***See Section 10 Specific Use Regulations**

15.4 REGULATIONS

15.4.1 The minimum ***parcel area*** is 3,875.0 ft^2 (360.0 m^2).

15.4.2 The minimum ***parcel width*** is 40.0 ft (12.2 m).

15.4.3 The minimum ***front yard setback*** is 10.0 ft (3.0 m).

15.4.4 The minimum ***interior side yard setback*** is 5.0 ft (1.52 m) and the minimum ***exterior side yard setback*** is 10.0 ft (3.0 m).

15.4.5 The minimum ***rear yard setback*** is 16.4 ft (5.0 m).

15.4.6 The minimum ***floor area*** of a **Dwelling Unit** is 650.0 ft^2 (60.4 m^2).

15.4.7 The maximum ***parcel coverage*** is 60%, including all ***buildings***.

15.4.8 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

15.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

15.5.1 The following minimum requirements apply to **Accessory Buildings**:

(a) ***interior side parcel line setback***: 3.3 ft (1.0 m);

(b) ***exterior side parcel line setback***: 5.0 ft (1.52 m); and

(c) ***rear parcel line setback***: 3.3 ft (1.0 m).

15.5.2 The following maximum requirements apply to **Accessory Buildings**:

(a) ***building height***: 16.5 ft (5.0 m); and

(b) ***parcel coverage***: 15%.

16 R-A – Residential Acreage District

16.1 PURPOSE

16.1.1 To accommodate low density residential ***development*** in a semi-rural setting.

16.2 PERMITTED USES

16.2.1 The following ***uses*** are ***permitted uses*** in the R-A – Residential Acreage District:

Accessory Building*
Accessory Building – Fabric Covered*
Backyard Suite*
Bed and Breakfast*
Dwelling, Detached
Dwelling, Duplex
Dwelling, Manufactured*
Extensive Agriculture
Home Occupation – Minor*
Park
Secondary Suite*
Sign**
Utilities

*See **Section 10 Specific Use Regulations**
See **Section 11 Sign Regulations

16.3 DISCRETIONARY USES

16.3.1 The following ***uses*** are ***discretionary uses*** in the R-A – Residential Acreage District:

Accessory Building – Shipping Container*
Child Care Services
Government Building and Facilities
Greenhouse and Plant Nursery
Home Occupation – Major*

*See **Section 10 Specific Use Regulations**

16.4 REGULATIONS

16.4.1 The minimum ***parcel area*** is 0.5 ac (0.2 ha).

16.4.2 The minimum ***parcel width*** is 100.0 ft (30.5 m).

16.4.3 The minimum ***front yard setback*** is 30 ft (9.1 m).

16.4.4 The minimum ***side yard setback*** is 20.0 ft (6.0 m).

16.4.5 The minimum ***rear yard setback*** is 25.0 ft (7.6 m).

16.4.6 The maximum ***parcel coverage*** is 25%, including all ***buildings***.

16.4.7 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

16.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

16.5.1 The following minimum requirements apply to **Accessory Buildings**:

(a) ***interior side parcel line setback***: 3.3 ft (1.0 m);

(b) ***exterior side parcel line setback***: 5.0 ft (1.52 m); and

(c) ***rear parcel line setback***: 3.3 ft (1.0 m).

16.5.2 The following maximum requirements apply to **Accessory Buildings:**

(a) ***building height***: 16.4 ft (5.0 m); and

(b) ***parcel coverage***: 10%.

17 M-RC – Mixed Residential Commercial Transition District

17.1 PURPOSE

17.1.1 To provide for a mix of residential ***development*** and commercial ***uses*** such as **Office** and **Personal Service** businesses that transition Acme's residential neighbourhoods into the downtown.

17.2 PERMITTED USES

17.2.1 The following ***uses*** are ***permitted uses*** in the M-RC Mixed Residential Commercial Transition District:

Accessory Building*
Accessory Residential
Backyard Suite*
Bed and Breakfast*
Child Care Services
Dwelling, Attached
Dwelling, Detached
Government Buildings and Facilities
Home Occupation – Minor*
Office
Personal Service
Secondary Suite*
Sign**
Utilities

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

17.3 DISCRETIONARY USES

17.3.1 The following ***uses*** are ***discretionary uses*** in the M-RC Mixed Residential Commercial Transition District:

Accessory Building – Fabric Covered*
Accessory Building – Shipping Container*
Apartment
Art Studio
Auto Repair
Community Building
Dwelling, Manufactured*
Food and Beverage Service Facility
Home Occupation – Major*
Hotel/Motel
Religious Assembly
Retail Store

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

17.4 REGULATIONS

17.4.1 The minimum ***parcel area*** is 4,300.0 ft^2 (399.5 m^2), except:

(a) 3,000.0 ft^2 (278.7 m^2) for each **Dwelling Unit** of a **Duplex Dwelling** or **Attached Dwelling**;

(b) 7,750.0 ft^2 (720.0 m^2) for an **Apartment** or **Care Facility**.

17.4.2 The minimum ***parcel width*** is 40.0 ft (12.2 m), except:

(a) 25.0 ft (7.6 m) for each **Dwelling Unit** of a **Duplex Dwelling** or **Attached Dwelling**;

(b) 60.0 ft (18.3 m) for an **Apartment** or **Care Facility**.

17.4.3 The minimum ***front yard setback*** is 6.6 ft (2.0 m).

17.4.4 The minimum ***interior side yard setback*** is 5.0 ft (1.52 m) and the minimum ***exterior side yard setback*** is 10.0 ft (3.0 m).

17.4.5 Notwithstanding 17.4.4, the ***interior*** and ***exterior side yard setback*** for **Auto Repair** is 10.0 ft (3.0 m).

17.4.6 The minimum ***rear yard setback*** is 16.5 ft (5.0 m).

17.4.7 The maximum ***parcel coverage*** is 80%, including all ***buildings***.

17.4.8 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

17.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

17.5.1 The following minimum requirements apply to **Accessory Buildings:**

(a) ***interior side parcel line setback***: 3.3 ft (1.0 m);

(b) ***exterior side parcel line setback***: 5.0 ft (1.52 m); and

(c) ***rear parcel line setback***: 3.3 ft (1.0 m).

17.5.2 The following maximum requirements apply to **Accessory Buildings:**

(a) ***building height***: 5.0 m (16.5 ft); and

(b) ***parcel coverage***: 15%.

17.6 ADDITIONAL REGULATIONS FOR MANUFACTURED HOMES

17.6.1 The minimum width of a **Manufactured Dwelling** is 24.0 ft (7.3 m).

17.6.2 **Manufactured Dwellings** constructed greater than fifteen (15) years at the time of ***development permit*** application may not be approved at the discretion of the ***Development Authority*** in consideration of its condition and appearance.

17.6.3 The design and appearance of a **Manufactured Dwelling** shall be to the satisfaction of the ***Development Authority***, and may be required to include enhanced design elements that add visual interest such as:

(a) a porch or veranda on the front façade;

(b) horizontal wall articulation on the front façade;

(c) the use of thick columns or brackets on roof overhangs;

(d) dormers, gables, cross gables or varied pitches for articulated roof lines;

(e) large or ***bay windows*** on the front façade, with strong window trim;

(f) architectural features or other detailing over entrances;

(g) changes in exterior siding materials, textures and colors to break up long wall expanses; and/or

(h) the use of trim and moldings that contrast the exterior siding.

17.7 ADDITIONAL REQUIREMENTS

17.7.1 **Apartment *developments*** must, to the satisfaction of the ***Development Authority***:

(a) locate vehicle entrances and exits***, parking stalls*** and ***loading spaces*** in such a manner to minimize impact on ***adjacent uses***; and

(b) integrate the ***building*** and site design with the surrounding neighbourhood context.

18 DT – Downtown Commercial District

18.1 PURPOSE

18.1.1 To provide for a centralized pedestrian oriented commercial and retail district, including civic and cultural ***uses***.

18.2 PERMITTED USES

18.2.1 The following ***uses*** are ***permitted uses*** in the DT – Downtown Commercial District:

Accessory Buildings*
Amusement Centre
Art Studio
Child Care Services
Clinic
Community Building
Drinking Establishment
Financial Institution
Food and Beverage Service Facility
Government Buildings and Facilities
Hotel/Motel
Laundromat
Liquor Store
Office
Park
Personal Service
Print Shop
Retail Store
Sign**
Utilities

*See **Section 10 Specific Use Regulations**
See **Section 11 Sign Regulations

18.3 DISCRETIONARY USES

18.3.1 The following ***uses*** are ***discretionary uses*** in the DT – Downtown Commercial District:

Accessory Building – Shipping Container*
Accessory Residential Dwelling
Apartment
Athletic and Recreational Facility – Indoor
Automotive Repair
Bottle/Recycling Depot
Care Facility
Funeral Home
Parking Lot
Pet Care Services

*See **Section 10 Specific Use Regulations**
See **Section 11 Sign Regulations

18.4 REGULATIONS

18.4.1 The minimum ***parcel area*** is 2875.0 ft^2 (267.1 m^2).

18.4.2 The minimum ***parcel width*** is 25.0 ft (7.6 m).

18.4.3 The minimum ***front yard setback*** is 0 ft (0 m).

18.4.4 The minimum ***side yard setback*** is 0 ft (0 m).

18.4.5 The minimum ***rear yard setback*** is 0 ft (0 m).

18.4.6 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

18.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

18.5.1 The maximum ***building height*** of an **Accessory Building** is 25.0 ft (7.6 m).

18.6 ADDITIONAL REQUIREMENTS

18.6.1 ***Parking stalls*** shall not be located in the ***front yard***.

18.6.2 Notwithstanding **9.13 Parking and Loading**, the ***Development Authority*** may grant a relaxation or waive the minimum ***parking stall*** requirements within this district where adequate on-street parking is available.

18.6.3 Notwithstanding 18.4.3, there shall be a minimum 4.0 ft (1.2 m) ***setback*** for a ***building*** entranceway with doors that swing outwards. When opened, doors shall not project beyond the ***property line***.

18.6.4 **Accessory Residential Dwelling** units shall be located at the rear of the ***parcel*** or located above the commercial ***use***.

18.6.5 An **Accessory Residential Dwelling** unit located on the ground level shall not exceed 40% of the ground ***floor area*** of the commercial unit.

19 I – BUSINESS INDUSTRIAL DISTRICT

19.1 PURPOSE

19.1.1 To provide for a range of manufacturing, contractor services and other commercial and industrial ***uses***.

19.2 PERMITTED USES

19.2.1 The following ***uses*** are ***permitted uses*** in the I – Business Industrial District:

Accessory Building*
Accessory Building – Fabric Covered*
~~**Accessory Building – Shipping Container***~~
Agricultural Supply Depot
Amusement Centre
Art Studio
Athletic and Recreational Facility – Indoor
Auto Body Shop*
Automotive Repair
Automotive Sales and Rentals
Bottle/Recycling Depot
Building Material Sales and Storage
Bulk Fuel Sales
Car Wash
Contractor Operation
Equipment Rental Shop
Food and Beverage Service Facility
Funeral Home
Government Buildings and Facilities
Greenhouse and Plant Nursery
Heavy Equipment Sales and Service
Hotel/Motel
Park
Print Shop
Retail Store
Self-Storage Facility
Service Station
Sign**
Truck and Freight Terminal
Utilities
Veterinary Clinic
Warehousing and Storage
Wholesale Outlet

*See **Section 10 Specific Use Regulations**
See **Section 11 Sign Regulations

19.3 DISCRETIONARY USES

19.3.1 The following ***uses*** are ***discretionary uses*** in the I –Business Industrial District:

Accessory Building – Shipping Container*
Accessory Residential Dwelling
Auction Mart
Cannabis Production Facility*
Cannabis Retail Sales
Clinic
Data Centre
Financial Service
Grain Elevator
Industrial Work Camp*
Kennel*
Liquor Store
Manufacturing, Processing or Assembly Facility
Parking Lot
Storage Yard
Waste Management Facility

*See **Section 10 Specific Use Regulations**

19.4 REGULATIONS

19.4.1 The minimum ***parcel area*** is 10,000.0 ft^2 (929.0 m^2).

19.4.2 The minimum ***parcel width*** is 65.0 ft (19.9 m).

19.4.3 The minimum ***front yard setback*** is 20.0 ft (6.1 m).

19.4.4 The minimum ***side yard setback*** is 5.0 ft (1.52 m) except:

(a) one ***side yard setback*** shall be a minimum of 20.0 ft (6.1 m) to provide access to the rear of the ***parcel***;

(b) zero, where a ***firewall*** is provided; or

(c) 20.0 ft (6.1 m) where ***abutting*** a ***parcel*** in a residential district.

19.4.5 The minimum ***rear yard setback*** is 20.0 ft (6.1 m).

19.4.6 The maximum ***parcel coverage*** is 60%, including all ***buildings***.

19.4.7 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

19.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

19.5.1 The maximum ***building height*** of an **Accessory Building** is 35.0 ft (10.7 m).

19.6 ADDITIONAL REGULATIONS FOR ACCESSORY RESIDENTIAL DWELLINGS

19.6.1 A maximum of one (1) **Accessory Residential Dwelling** per ***parcel*** shall be allowed.

20 CS – COMMUNITY SERVICE DISTRICT

20.1 PURPOSE

20.1.1 To provide for recreational, educational and community ***uses***.

20.2 PERMITTED USES

20.2.1 The following ***uses*** are ***permitted uses*** in the CS – Community Service District:

Accessory Building*
Athletic and Recreational Facility – Indoor
Athletic and Recreational Facility – Outdoor
Care Facility
Child Care Services
Community Building
Government Buildings and Facilities
Hospital
Park
School
Sign**
Utilities

*See **Section 10 Specific Use Regulations**
See **Section 11 Sign Regulations

20.3 DISCRETIONARY USES

20.3.1 The following ***uses*** are ***discretionary uses*** in the CS – Community Service District:

Accessory Building – Shipping Container*
Campground
Cemetery
Clinic
Exhibition Grounds
Parking Lot
Waste Transfer Station

*See **Section 10 Specific Use Regulations**

20.4 REGULATIONS

20.4.1 The minimum ***front yard setback*** is 20.0 ft (6.1 m).

20.4.2 The minimum ***side yard setback*** is 10.0 ft (3.0 m).

20.4.3 The minimum ***rear yard setback*** is 25.0 ft (7.6 m).

20.4.4 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

20.5 ADDITIONAL REGULATIONS FOR ACCESSORY BUILDINGS

20.5.1 The maximum ***building height*** of an **Accessory Building** is 35.0 ft (10.7 m).

21 UR – URBAN RESERVE DISTRICT

21.1 PURPOSE

21.1.1 To reserve lands which are intended for future urban ***development***.

21.2 PERMITTED USES

21.2.1 The following ***uses*** are ***permitted uses*** in the UR – Urban Reserve District:

Dwelling, Detached (*existing*)
Dwelling, Manufactured* (*existing*)
Extensive Agriculture
Home Occupation – Minor
Park
Sign**
Utilities

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

21.3 DISCRETIONARY USES

21.3.1 The following ***uses*** are ***discretionary uses*** in the UR – Urban Reserve District:

Accessory Building*
Accessory Building – Fabric Covered*
Accessory Building – Shipping Container*
Aggregate Removal and Storage
Bed and Breakfast*
Dwelling, Detached
Dwelling, Manufactured*
Excavation, Stripping and Grading
Government Buildings and Facilities
Greenhouse and Plant Nursery
Home Occupation – Major
Industrial Work Camp

***See Section 10 Specific Use Regulations**
****See Section 11 Sign Regulations**

21.4 REGULATIONS

21.4.1 The minimum ***front yard setback*** is 20.0 ft (6.1 m).

21.4.2 The minimum ***side yard setback*** is 10.0 ft (3.0 m).

21.4.3 The minimum ***rear yard setback*** is 25.0 ft (7.6 m).

21.4.4 The maximum ***building height*** of a ***principal building*** is 35.0 ft (10.7 m).

21.5 ADDITIONAL REQUIREMENTS

21.5.1 There shall be no ***subdivision*** of lands designated UR–Urban Reserve, excepting when:

(a) an Area Structure Plan, if required to be prepared by ***Council***, has been adopted by bylaw; or

(b) a conceptual scheme, if required to be prepared by ***Council***, has been adopted by bylaw or resolution; or

(c) a concurrent application for an amendment to this Bylaw has been submitted to and approved by Council.

21.5.2 Prior to approving a ***development permit*** application in the UR – Urban Reserve District, the ***Development Authority*** must be satisfied that the proposed ***use*** will not prejudice the future orderly ***development*** of the area.

Part G – Definitions

22 DEFINITIONS

22.1.1 The following definitions pertain to terms and ***uses*** within the Land Use Bylaw.

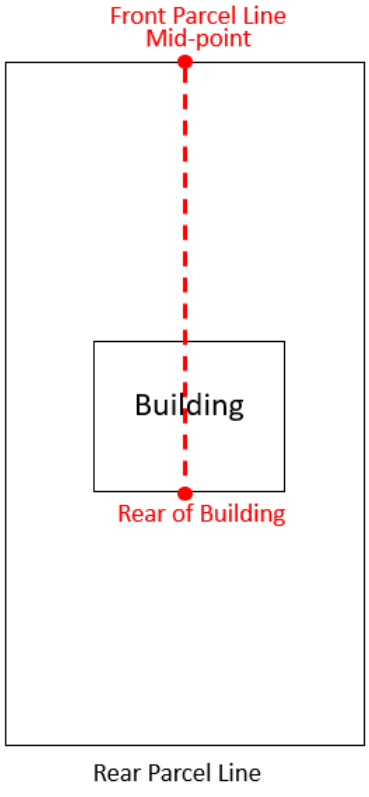
Quick links – click on the letter to jump to the definitions.

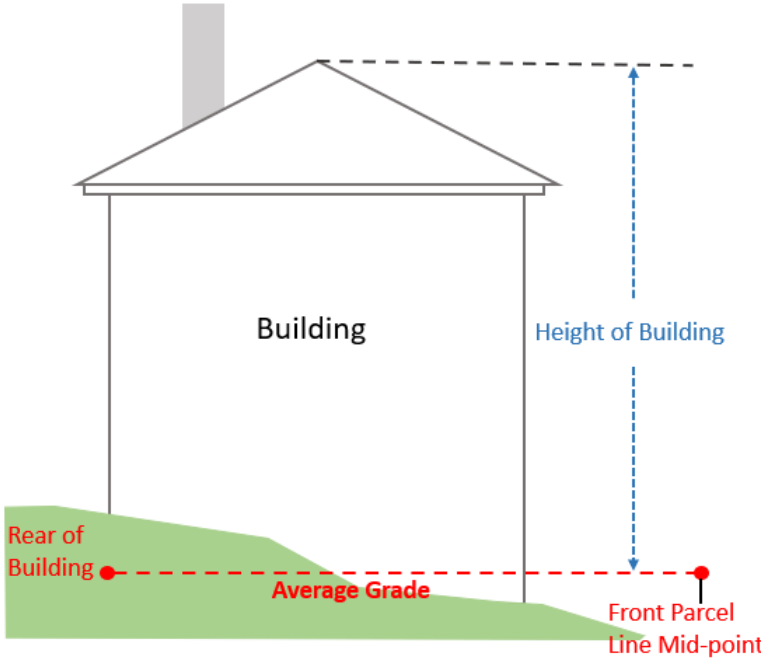
A	B	C	D	E	F	G	H	I
J	K	L	M	N	O	P	Q	R
S	T	U	V	W	X	Y	Z	

A	[**Click to Return to Definitions Index**]
abut or ***abutting***	means immediately contiguous to, or physically touching, and when used with respect to a ***lot*** or a ***parcel***, means that the ***lot*** or ***parcel*** physically touches another ***lot***, ***parcel***, or ***development***, and shares a ***property line*** with it.
Accessory Building	means a ***use*** where a ***building*** or ***structure*** accommodates a ***use*** which is related to, but is incidental or subordinate to, the ***use*** of the ***principal building*** located on the same ***parcel***. This includes ***buildings*** or ***structures*** such as sheds, carports, detached garages, greenhouses, pergolas, gazebos, pools and hot tubs.
Accessory Building – Fabric Covered	means a ***use*** where a ***structure*** accommodates a ***use*** which is related to, but is incidental or subordinate to, the ***use*** of the ***principal building*** located on the same ***parcel***. An **Accessory Building – Fabric Covered** is designed by virtue of easy assembly and dismantling, commercially constructed of metal or synthetic tube and fabric, plastic or similar materials, and covered with waterproof sheeting, synthetic sheeting or plastic film.
Accessory Building – Shipping Container	means a ***use*** where a ***shipping container*** accommodates an ***accessory use*** which is related to, but is incidental or subordinate to, the ***principal use*** of the ***parcel***.
Accessory Residential Dwelling	See **Dwelling, Accessory Residential**.
accessory use	means a ***use*** which is related to, but is subordinate or incidental to, the ***principal use*** located on the same ***parcel***.
Act	means the *Municipal Government Act, Revised Statues of Alberta 2000, Ch. M-26*, as amended, and any parallel or successor legislation.
adjacent	means land that is contiguous to a ***parcel*** of land and includes land that would be contiguous if not for a ***highway***, ***road***, river, or stream.
Aggregate Removal and Storage	means a ***use*** where aggregate materials are extracted from the ***parcel*** and includes, but is not limited to, gravel pits, and sand pits. This also includes the storage and processing of the materials.
Agricultural Supply Depot	means a ***use*** where goods, materials or services that support agricultural activities are provided, whether retail, wholesale or in bulk. This includes such goods and services as sale and storage of seeds, feeds, fertilizers, chemical products, fuels, and lubricants but does not include the buying or selling of farm produce or animals.
amenity area	means an indoor or outdoor space provided for the active or passive recreation and enjoyment of the occupants of a ***development***, which may be for private or communal use and owned individually or in common.
Amusement Centre	means a ***use*** where entertainment is provided to customers for a fee, which may include, but is not limited to facilities such as bowling alleys, theaters, axe throwing, golf simulator or mini golf, go-cart courses, and billiard parlours.

Apartment	means a ***use*** where a ***building*** designed for ***residential use*** contains three (3) or more **Dwelling Units** with a shared or common entrance.
Appeal Body	means the board hearing a ***subdivision*** or ***development permit*** appeal in accordance with the *Act*.
Art Studio	means a ***use***: (a) where art is produced by individuals; (b) that may include the instruction of art to individuals or groups; and (c) that may include the sale of art pieces produced by that use.
Attached Dwelling	See **Dwelling, Attached.**
Athletic and Recreational Facility – Indoor	means a ***use*** for the purpose of providing indoor active recreation or athletic activities where patrons are predominantly participants and any spectators are incidental. This includes but is not limited to gyms, athletic studios, skating and hockey rinks, swimming pools, rifle, archery and pistol ranges, and racquet courts.
Athletic and Recreational Facility – Outdoor	means a ***use*** for the purpose of providing outdoor active recreation or athletic activities. This includes but is not limited to golf courses, driving ranges, sports fields, tennis courts, ice surfaces or rinks, athletic fields, splash parks and bowling greens.
Auction Mart	means ***use*** where a ***building***, structure or lands used for the storage of goods and materials which are to be sold on the premises by public auction on an occasional basis. This use does not include the sale of animals.
Auto Body Shop	means a ***use*** where the bodies, but not other parts, of motor vehicles are repaired and painted.
Automotive Repair	means a ***use*** for the servicing and repair of motor vehicles within a ***building***, excluding an **Auto Body Shop**.
Automotive Sales and Rentals	means a ***use*** where motor vehicles, including but not limited to automobiles, snowmobiles, boats and ***recreational vehicles*** are sold, rented or leased and stored on portions of the ***parcel*** approved exclusively for storage or display. **Automotive Sales and Rentals** may have buildings for administrative or repair functions associated with the ***use***.
average grade	means the average elevation at the mid-point along the ***front parcel line*** and the finished ground elevation at the rear of the ***building***. (Refer to ***building height***)
B	[**Click to Return to Definitions Index**]
Backyard Suite	See **Suite, Backyard**.
bareland condominium	means the ***subdivision*** of land into individual bare land units and registered as a ***condominium*** plan at Land Titles, and where shared areas such as ***roads*** and ***utilities*** are contained within common property.

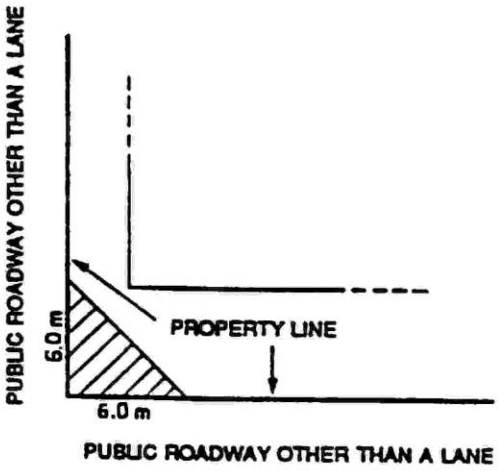
basement	means that portion of a ***building*** between two floor levels which is partly underground but which has a portion of its height from finished floor to finished ceiling above the adjacent finished ***grade***.
bay window	means a type of window that protrudes outwards from a wall.
Bed and Breakfast	means a ***use*** where sleeping accommodation, with or without meals, is provided to guests within a ***principal*** **Dwelling Unit**, and where the **Dwelling Unit** is occupied by the ***owner*** or operator.
Bottle/Recycling Depot	means a ***use*** where recyclable materials are collected, sorted and transferred off-site for processing or manufacturing.
boulevard	means that portion of a ***road*** which is public land and is often landscaped or planted to distinguish private lands from the ***road***.
buffer	means a row of trees, shrubs, earth berm, or ***fencing*** to provide visual ***screening*** and separation between ***parcels*** and districts.
building	means anything constructed or placed on, in, over or under land that does not include a ***highway*** or ***road***.
building height	means the vertical distance measured from the ***average grade*** and the highest point of a ***building***, excluding a roof, stairway entrance, elevator shaft, ventilating fan, skylight, steeple, chimney, smoke stack, ***fire wall*** or parapet, flagpole, or similar devices not structurally essential to the ***building***.

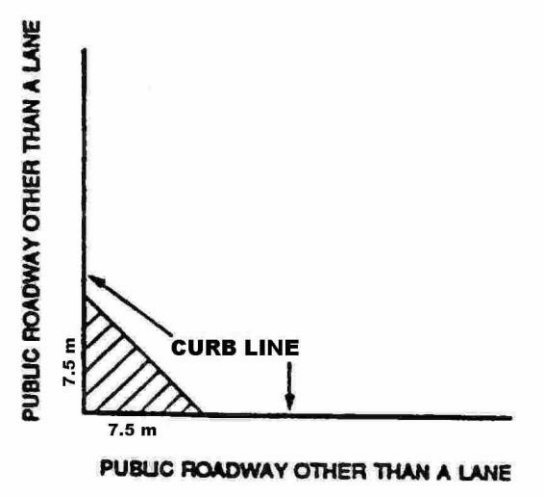




Building Material Sales and Storage	means a ***use*** where building materials, household accessories and other related goods are stored, offered, or kept for sale and may include ***outdoor storage***.
building permit	means a permit or document issued in writing by a designated Safety Code Officer within the building discipline pursuant to the *Safety Codes Act* authorizing the commencement of a ***use***, occupancy, relocation, construction, or ***demolition*** of any ***building***.
Bulk Fuel Sales	means a ***use*** for the purpose of storing fuel in bulk quantities for the distribution to customers, typically for vehicles with a gross vehicle weight (G.V.W.) greater than 10,000 lbs (4536 kg). This does not include a **Gas Bar and Service Station**.
C	[**Click to Return to Definitions Index**]
Campground	means a ***use*** for the purpose of providing temporary accommodation for the public in ***recreational vehicles*** or tents. A ***campground*** is not construed to mean a ***use*** for the purpose of accommodating long-term or permanent occupancy in ***recreational vehicles*** or **Manufactured Dwellings**. A ***campground*** may include facilities such as an administration building and laundry facilities.
Cannabis Production Facility	means a ***use*** where Cannabis is for grown, produced, tested, destroyed, stored or distributed in a federally approved and licensed facility. This does not include **Cannabis Retail Sales**.
Cannabis Retail Sales	means a ***use*** where Cannabis is sold for consumption off the premises and may include the retail sale or rental of merchandise. **Cannabis Retail Sales** offers cannabis for sale from a federally approved and licenced facility and has been licenced to operate by the Alberta Government.
canopy	means a non-retractable solid projection extending from the wall of a ***building*** intended to be used as a protection against weather, other than normal architectural features such as lintels, sills, mounding, architraves and pediments, but includes a marquee.
Car Wash	means a ***use*** intended for the washing, cleaning, or polishing of motor vehicles.
Care Facility	means a ***use*** where a public or private facility provides for the care, supervision or rehabilitation of individuals, or for palliative and end-of-life-care, containing overnight accommodation and operated in accordance with any relevant legislation or regulations of the Province of Alberta. Units within a **Care Facility** may, at the discretion of the ***Development Authority***, be considered both long-term care units or **Dwelling Units** as these may be for permanent residences for the occupants.
Cemetery	means a ***use*** for the internment of the deceased or in which human bodies, pets and/or animals or cremated remains have been buried. It may include facilities such as a columbarium, mausoleum, memorial park and burial grounds.
Child Care Services	means a ***use*** where children are supervised and cared for, and may include group day care, family daycare, nursing school, child minding, out of school care, or specialized daycare. This does not include a ***day home***.

Clinic	means a ***use*** where public or private medical, surgical, physiotherapeutic or other professional healing treatment is provided, and includes but is not limited to offices for medical, dentistry, physiotherapy, massage or chiropractic services and Community Health Centres.
comprehensively planned	means a ***development*** where multiple **Dwelling Units** are located on a single ***parcel*** or a ***parcel*** divided by ***bareland condominium*** and is serviced by private roads and utilities.
Community Building	means a ***use*** where a facility or ***building*** is available for use to the public for the purpose of assembly, instruction, cultural or community activity and includes places such as a library, museum, art gallery, and community centre.
condominium	means a condominium plan registered with the Land Titles Office that complies with the requirements of the *Condominium Property Act*.
Confined Feeding Operation	means a ***use*** where livestock is confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and requires registration or approval under the conditions set forth in the *Agricultural Operations Practices Act* through the Natural Resources Conservation Board.
construction management plan	means a plan that considers all relevant aspects of ***demolition***, development and ***building*** work and outlines methods for avoidance and mitigation of identified impacts. A ***construction management plan*** typically addresses issues such as public safety, traffic control, operating hours, control of noise and vibration, air quality and dust management, stormwater and sediment control, site contamination, waste disposal and materials re-use or recycling and weed control.
Contractor Operation	means a ***use*** for the provision of contractor services to individual households or in the building trades and services, or ***road*** and ***utility*** construction, or oil and gas, pipeline or mining operations, where materials and equipment may not be stored within a ***building*** and may include ***outdoor storage***.
corner parcel	means a ***parcel*** situated at the intersection of two or more ***roads***, or at the intersection of two parts of the same ***road*** which parts have an intersection of not more than 135 degrees.
corner visibility setback	means a triangular area formed on a ***corner lot*** by the two curb lines and a straight line which intersects them 24.6 ft (7.5 m) from the corner where they meet. In the case where there is no curb on one or more ***roads***, 19.6 ft (6.0 m) from the corner where they meet.





Council	means the duly elected Council of the Village of Acme.
D	[**Click to Return to Definitions Index**]
Data Centre	means a ***use*** where a ***building*** or group of ***buildings*** wholly dedicated to housing computer systems that provide processing, storage, or distribution services and is authorized by the Alberta Utilities Commission.
day home	means a type of **Home Occupation – Major** where temporary care, development and supervision is provided within a **Dwelling Unit** for periods not exceeding 24 consecutive hours to a maximum of six (6) children under the age of 13 years, including children under the age of 13 years who permanently reside in the home.
deck	means a flat, floored concrete or wooden platform, elevated more than 2.0 ft (0.61 m) above grade and usually adjoining a ***building***.
demolition	means the pulling down, tearing down or razing of a ***building*** down to its foundation.
density	means a measure of ***development*** intensity expressed as a ratio of the number of **Dwelling Units** to ***parcel area***.
Designated Officer	means a position established by bylaw whereby ***Council*** has delegated powers, duties, and/or functions.
Detached Dwelling	See **Dwelling, Detached.**
development	means: (a) an excavation or stockpile and the creation of either of them; or (b) a ***building*** or an addition to, or replacement or repair of a ***building*** and the construction or placing in, on or under land of any of them; or (c) a change of ***use*** of land or a ***building***, or an act done in relation to land or a ***building*** that results or is likely to result in a change in the land or the ***building***; or

(d) a change in the intensity of ***use*** of land or ***building*** that results in or is likely to result in a change in the intensity of ***use*** of the land or ***building***.

Development Authority	means a person or persons appointed as a ***Development Authority*** as contemplated by and in accordance with the *Act*.
Development Officer	means a person or persons appointed as a ***Development Officer*** as contemplated by and in accordance with the *Act*.
development permit	means a document authorizing a ***development***, issued by the ***Development Authority*** pursuant to this Bylaw, and includes the plans and conditions of approval.
discretionary use	means the ***use*** of land or of a ***building*** which is listed as such a ***use*** in a Land Use District.
Drinking Establishment	means a ***use***: (a) where the primary function is the servicing of alcoholic beverages for consumption on the premises and is licensed by Alberta Gaming, Liquor and Cannabis. Typical businesses include taverns, pubs, bars and nightclubs; and (b) may include supplementary preparation and sale of food for consumption on the premises.
drive through	means a business that is designed to include sales or service to an occupant within a motorized vehicle which may include a **Food and Beverage Service Facility**, **Financial Services**, a **Car Wash**, and a **Service Station**.
driveway	means an area that provides vehicle access to a ***parking area*** or a garage of a residential ***development*** from the ***road***, ***lane*** or private roadway.
Duplex Dwelling	See **Dwelling, Duplex**.
Dwelling, Accessory Residential	means a ***use*** where a **Dwelling Unit,** that is accessory to and is located on the same ***parcel*** as the ***principal*** commercial ***use***.
Dwelling, Attached	means a ***use*** where a ***building*** designed for ***residential use*** consists of three (3) or more **Dwelling Units**, each of which has an individual entrance to the outdoors. This includes rowhouses, townhouses, triplexes and fourplexes.
Dwelling, Detached	means a ***use*** where a ***building*** designed for ***residential use*** contains one ***principal*** **Dwelling Unit**.
Dwelling, Duplex	means a ***use*** where a ***building*** designed for ***residential use*** contains two ***principal*** **Dwelling Units**, each having a separate entrance from the outside and may be located one above the other or side-by-side.
Dwelling, Manufactured	means a ***use*** where a pre-fabricated **Dwelling Unit** which conforms to CSA standards at the time of construction, is transported as a single ***building*** or in multiple sections to a ***parcel*** and placed on a foundation. A **Manufactured Dwelling** includes such styles known as modular dwellings, manufactured homes and Ready-to-Move (RTM) Homes.

Dwelling Unit	means a ***use*** where a ***building*** or a self-contained portion of a ***building*** contains sleeping, cooking and toilet facilities for the ***residential use*** of one or more people.
E	[**Click to Return to Definitions Index**]
easement	means a right to the limited use of land held by another, generally for access to another ***parcel*** or as a right-of-way for a ***utility*** and is registered on the ***parcel*** with the Land Titles Office in accordance with the *Land Titles Act*.
eave	means the edges of the roof that overhang past the walls of a ***building*** that primarily function to protect a ***building*** from rain and to provide ventilation.
Equipment Rental Shop	means a ***use*** for the rental of tools, appliances, office machines, light construction equipment or similar items but not the rental of automobiles.
existing	means existing as of the effective date of this Bylaw.
Extensive Agriculture	means a ***use*** where systems of tillage and animal husbandry through which one may gain livelihood from large areas of land by the raising of crops or the rearing of livestock either separately or in conjunction with one another in unified operations. This does not include ***buildings*** or ***structures*** including **Accessory Buildings**, or a **Confined Feeding Operation**, or ***residential uses*** or a **Cannabis Production Facility**.
exterior side parcel line	See ***parcel line, exterior side***.
exterior side yard	See ***yard, exterior side***.
F	[**Click to Return to Definitions Index**]
fence	means a vertical physical barrier constructed out of typical ***building*** material to prevent visual or unauthorized access, or both.
Financial Services	means a ***use*** where banks, credit unions, trust companies and treasury branches operate within a ***building*** and may include automated banking machines and/or a ***drive through***.
fire wall	means a type of fire separation of non-combustible construction which internally divides a ***building*** or separates adjoining ***buildings*** to resist the spread of fire and which has a fire resistance rating.
first storey	See ***storey, first***.
floor area	means the area of a ***building*** or specified portion of a ***building***, measured to the outside surface of the exterior walls, or where ***buildings*** are separated by ***fire walls***, to the centre line of the common ***fire walls***, and excludes all mechanical equipment areas and all open areas inside a ***building*** that do not contain a floor including atriums, elevator shafts, stairwells and similar areas.
Food and Beverage Service Facility	means a ***use*** where food and beverages are prepared and served and includes supplementary alcoholic beverage service licensed by the Alberta Gaming and Liquor Commission. This includes restaurants, cafes, and cafeterias, and may include a ***drive through***.
front parcel line	See ***parcel line, front***.

front yard	See ***yard, front***.
frontage	means a ***property line*** of a ***parcel*** which ***abuts*** a ***highway*** or ***road***.
Funeral Home	means a ***use*** where funerals are arranged and held, where the deceased are prepared for burial or cremation, and where not more than one cremation chamber is provided.
G	[**Click to Return to Definitions Index**]
grade	means the geodetic elevation of the existing ground in an undisturbed natural state or an approved design grade as described in a grading plan.
Grain Elevator	means a ***use*** where buildings are used for elevating, storing, discharging, and sometimes processing grain. The ***use*** may also include facilities for moving the grain via a variety of transportation alternatives such as rail or trucks.
Greenhouse and Plant Nursery	means a ***use*** which is devoted to the raising, storage and sale of produce, bedding, household, ornamental plants and related materials such as tools, soil, and fertilizers where such plants or goods may be sold wholesale or directly to the consumer. The main part of the business must be plant related and any aggregate sales must be a minor accessory component only. This does not include a **Cannabis Processing Facility**.
gross floor area	means the sum of the areas of all above ***grade*** floors of a ***building*** measured to the outside surface of the exterior walls, or where ***buildings*** are separated by ***fire walls***, to the centre line of the common ***fire walls***, and includes all mechanical equipment areas and all open areas inside a ***building*** that do not contain a floor including atriums, elevator shafts, stairwells and similar areas. For greater clarity, a walk-out ***basement*** is not included in the calculation of ***gross floor area***, but **Dwelling units** in the ***basement*** of an **Apartment** shall be included in the calculation of ***gross floor area***.
Government Buildings and Facilities	means a ***use*** where facilities or ***buildings*** that are owned or operated by, or for, the ***municipality***, the Provincial Government, the Federal Government or a corporation under federal or provincial statute, for the purpose of furnishing services or commodities to, or for the use of, the inhabitants of the ***municipality***.
H	[**Click to Return to Definitions Index**]
Heavy Equipment Sales and Service	means a ***use*** where farm and heavy industrial equipment is sold, rented and serviced.
highway	means a ***highway*** or proposed ***highway*** that is designated as a ***highway*** pursuant to the *Highways Development and Protection Act*.
Home Occupation	means an occupation, trade, profession, or craft operated by an occupant of a **Dwelling Unit** as an ***accessory use*** to the ***principal residential use*** of the ***building*** pursuant to this Bylaw.
Home Occupation – Major	means a ***use*** where a type of **Home Occupation** is operated which may be detectable outside of the **Dwelling Unit** but does not negatively impact the general residential nature of the neighbourhood.

Home Occupation – Minor	means a ***use*** where a type of **Home Occupation** is operated which allows for limited customer visits and deliveries but does not impact adjacent ***residential uses*** beyond that of a typical **Dwelling Unit.**
Hospital	means a ***use*** where in-patient and out-patient health care is provided to the public.
Hotel/Motel	means a ***use*** where temporary or short-term sleeping accommodations are provided in rooms or suites, which may contain kitchen facilities. This definition includes hotels, motels, hostels and similar overnight accommodations. This may include additional facilities or services such as **Food and Beverage Service Facilities**, meeting or banquet rooms, **Personal Service**, an **Accessory Residential Dwelling** and convention facilities.
I	[**Click to Return to Definitions Index**]
Industrial Work Camp	means a ***use*** for temporary living accommodation, and without restricting the generality of the above, the camp is usually made up of a number of mobile units, clustered in such fashion as to provide sleeping, eating, recreation, and other basic living facilities. The units may be dismantled and removed from the site from time to time and may include ***accessory uses*** such as a temporary office, storage yard and other similar and complementary buildings or structures.
interior side parcel line	See ***parcel line, interior side***.
interior side yard	See ***yard, interior side***.
J	[**Click to Return to Definitions Index**]
K	[**Click to Return to Definitions Index**]
Kennel	means a ***use*** where dogs or cats or other domestic pets may be maintained, boarded, bred or trained and may include the incidental sale of products related to the services provided, but does not include a **Veterinary Clinic**.
L	[**Click to Return to Definitions Index**]
landing	means a platform that primarily functions as an entrance into a ***building***. ***Landings*** are a separate ***building*** element to ***balconies***, ***decks*** and ***patios*** as they are not intended to provide or function as an ***amenity area***.
landscaping	means the modification and enhancement of a ***parcel*** or a portion of a ***parcel*** through the use of any combination of trees, bushes, shrubs, plants, flowers, lawns, bark mulch or other ground cover, and hard landscaping materials such as brick, stone, concrete tile or wood, but excludes all areas used for a ***parking area*** or ***driveway***.
lane	means a public thoroughfare usually less than 32.8 ft (10.0 m) wide typically providing secondary access to one or more ***parcels***. For the purpose of this Bylaw, a ***lane*** is not a ***road***.
Laundromat	means a ***use*** where clothes and other fabric goods are cleaned or pressed. This includes businesses such as a laundromat and dry cleaners.

Liquor Store	means a ***use*** where alcoholic beverages are sold for off-site consumption from a retail store licensed by the Alberta Gaming and Liquor Commission.
loading space	means a space for parking a vehicle while it is being loaded or unloaded.
lot	means a ***lot*** as defined in the *Act*.
M	[**Click to Return to Definitions Index**]
Manufactured Dwelling	See **Dwelling, Manufactured**.
Manufacturing, Processing or Assembly Facility	means a ***use*** where land or ***buildings*** are used for the manufacturing or assembly of goods, products or equipment, including food products to be consumed by human or animals and/or the processing of raw or finished materials, including the servicing, repairing or testing of materials, goods and equipment normally associated with the manufacturing, processing or assembly operation. It may include any indoor display, office, technical or administrative support areas or any sales operation accessory to the ***principal use***. **Manufacturing, Processing or Assembly Facility** does not include a **Cannabis Processing Facility**.
***Municipal Planning Commission* (MPC)**	means the ***Municipal Planning Commission*** established by Bylaw pursuant to the *Act*.
Municipality	means the Village of Acme.
N	[**Click to Return to Definitions Index**]
non-conforming building	means a ***building*** that is lawfully constructed or lawfully under construction at the date a Land Use Bylaw affecting the ***building*** or the land on which the ***building*** is situated becomes effective and that on the date the Land Use Bylaw becomes effective does not, or when fully constructed will not, comply with the Land Use Bylaw.
non-conforming use	means a lawful, specific ***use*** being made of land or a ***building***, or intended to be made of a ***building*** lawfully under construction at the date a Land Use Bylaw affecting the land or ***building*** becomes effective and that on the date the Land Use Bylaw becomes effective does not, or in the case of a ***building*** under construction will not, comply with the Land Use Bylaw.
O	[**Click to Return to Definitions Index**]
off-street parking	See ***parking, off-street***.
Office	means a ***use*** for the provision of professional, management, administrative, and consulting services. This does not include a **Clinic**.
outdoor storage	means the storing, stockpiling, or accumulation of goods, equipment or materials in an area that is open or exposed to the natural elements, and includes vehicles, ***recreational vehicles*** and boats, waste materials, debris or garbage.
owner	means: (a) in the case of land owned by the Crown in right of Alberta or the Crown in right of Canada, the Minister of the Crown having the administration

	of the land; or (b) in the case of any other land, the person shown as the ***owner*** of a ***parcel*** of land shown on the certificate of title.
P	[**Click to Return to Definitions Index**]
parcel	means the aggregate of the one or more ***lots*** described in a Certificate of Title or described in a Certificate of Title by reference to a plan file or registered in a Land Titles Office.
parcel area	means the total area of land within the ***parcel***.
parcel coverage	means the percentage of the ***parcel area*** covered by the area of all ***buildings*** including **Accessory Buildings**, and excludes ***balconies***, ***bay windows***, ***canopies, shade projections***, cornices, ***eaves*** and gutters, roof overhangs, fire escapes, sills, stairways and ***landings***, ***patios*** and ***decks*** or similar projections.
parcel line, exterior side	means a ***property line***, other than the ***front parcel line***, which ***abuts*** a ***road***.
parcel line, front	means the shortest ***property line*** that ***abuts*** a ***road***, unless otherwise determined by the ***Development Authority*** in accordance with this Bylaw.
parcel line, interior side	means a ***property line*** other than a ***front parcel line*** or ***rear parcel line***, which ***abuts*** another ***parcel*** or a ***lane***.
parcel line, rear	means the ***property line*** which is opposite to and is not connected to the ***front parcel line***, excepting in the case for a ***reverse corner lot*** where the ***rear parcel line*** is opposite to the ***exterior side parcel line***.
parcel width	means the average horizontal distance between two ***side parcel lines***.
Park	means a ***use*** where land is designated or reserved for active or passive recreation, or to be left in a natural state, and/or areas of cultural or scenic value. This may include facilities such as playgrounds, picnic grounds, dog parks, pathways and trails, landscaped ***buffers***, gardens and fields.
parking area	means an open area of land, above or underground, other than a ***road***, used for the parking of vehicles and includes ***parking stalls***, ***driveways***, vehicle entrances and exits, and maneuvering aisles.
Parking Lot	means a ***use*** where the primary purpose of the land is for the parking of motor vehicles at grade, or in a parking ***structure*** which may be above or below grade.
parking, off-street	means a ***parking area*** located on the same ***parcel*** as the ***building***, ***structure***, or ***use***.
parking stall	means a space within a ***building*** or ***parking area***, for the parking of one vehicle, excluding ***driveways***, aisles, and ramps.
parking stall, visitor	means a ***parking stall*** intended only for the use of visitors to **Dwelling Units**.
patio	means a platform, the height of which may be up to but does not exceed 0.6 m from ***grade***, that may or may not be attached to a ***building***.
Peace Officer	means a position authorized by the Alberta Government, or by ***Council*** for the purpose of enforcing various laws to provide safe and secure communities.

permitted use	means the ***use*** of land or a ***building*** which is listed as such ***use*** in a Land Use District or Direct Control District.
Personal Service	means a ***use*** where services are provided to an individual which are related to the care and appearance of the body or the cleaning and repair of personal effects. This includes but is not limited to such businesses as barber shops, hair and/or beauty salons, and tailors.
Pet Care Services	means a ***use*** where domestic pets are cleaned, groomed and cared for, where no boarding or kenneling of any animals occurs, and may include the incidental sale of products related to the services provided. This does not include a **Kennel** or **Veterinary Clinic**.
principal	means the main purpose for which a ***building*** or ***parcel*** is used.
Print Shop	means a ***use*** where retail photocopying and/or commercial printing service, or industrial printing and publishing services, are provided.
property line	means the legal boundary of a ***parcel*** or ***lot***.
Q	[**Click to Return to Definitions Index**]
qualified professional	means individuals with experience and training in a particular discipline with a recognized degree, certification, license or registration.
R	[**Click to Return to Definitions Index**]
rear parcel line	See ***parcel line, rear***.
rear yard	See ***yard, rear***.
recreational vehicle	means a portable structure designed and built to be carried on a vehicle, or a unit designed and built to be transported on its own wheels, to provide temporary living accommodation for travel and recreational purpose and includes, but is not limited to, such vehicles as a motor home, camper, holiday (travel) trailer and a tent trailer, but does not include a **Manufactured Dwelling**.
Regulation	means the *Matters Related to Subdivision and Development Regulation AR84/2022*, as amended, and any parallel or successor legislation.
Religious Assembly	means a ***use*** including any meeting halls used for spiritual worship and related religious activities. Typical ***accessory uses*** may include, but are not limited to, administrative offices, accessory manses, rectories or parish houses.
relocated building	means a ***building*** that was constructed and previously used or occupied and is relocated or is proposed to be relocated to another ***parcel***.
renewable energy system	means a system that produces electrical power or heat to be used for on-site consumption or heating requirements by means such as, but not limited to, active and passive solar collectors, geothermal energy or heat exchange systems. A ***renewable energy system*** may provide residual power to the grid but is not intended to produce power primarily for resale.
residential use	means the ***use*** of a ***parcel*** for the ***primary*** purpose of a residence by a person or persons. A ***residential use*** is one where the occupants have exclusive ***use*** for an

	indefinite amount of time except in accordance with a tenancy agreement under the *Residential Tenancies Act* or the *Mobile Homes Site Tenancies Act*.
Retail Store	means a ***use*** where the primary function is for the sale of finished products or goods to customers, and also includes rental services. This does not include a **Building Material Sales and Storage**, **Cannabis Retail Sales**, a **Liquor Store** or **Wholesale Outlet**.
reverse corner parcel	means a residential ***corner parcel*** where the front façade of the **Dwelling Unit** is oriented towards the longest ***property line*** which ***abuts*** a ***road*** which is considered the ***front parcel line***. The ***exterior side parcel line*** of a ***reversed corner lot*** is the shorter ***property line*** which ***abuts*** a ***road***.
road	means any public road, including the ***boulevards***, sidewalks and improvements, but excluding a ***lane***, ***highway*** or private road.
S	[**Click to Return to Definitions Index**]
School	means a ***use*** where persons are assembled for educational purposes within ***buildings*** and ***structures***, including classrooms, libraries, offices, recreational facilities and other related facilities, and where dormitory accommodations and common kitchen and dining facilities may also be provided.
screening	means a ***fence***, earth berm, or hedge used to visually separate between ***parcels***, districts or ***uses***.
Secondary Suite	See **Suite, Secondary**.
Self-Storage Facility	means a ***use***: (a) where goods are stored in a ***building***; (b) where the building is made up of separate compartments and each compartment has separate access; (c) that may be available to the general public for the storage of personal items; (d) that may include the administrative functions associated with the ***use***; and (e) that may incorporate custodial quarters for the custodian of the facility.
Service Station	means a ***use*** where fuel, lubricating oils and minor accessories for motor vehicles are sold and may include a portion of the premises for the servicing and minor repairing of motor vehicles.
setback	means the minimum distance as required by the district between a ***building***, ***structure***, or ***use***, or from each of the respective ***property lines***, or from a natural boundary or other reference line.
shade projection	means a ***structure*** that is attached to and projects from a ***building*** with the intent of providing shade or cover, and may include a ***canopy***, awning, shade louvre, or pergola.
side yard	See ***yard, side***.

shipping container means a large metal container with suitable strength for the shipping, storage and handling of goods. ***Shipping containers*** are also commonly known as sea cans or intermodal containers.

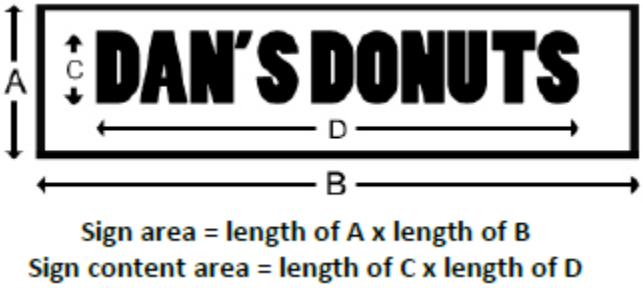
Sign means any device or fixture intended to convey information or to advertise or attract attention to any person, business, matter, message, object or event.

sign area means the entire area of a **Sign** on which ***sign content*** is intended to be placed. In the case where a **Sign** has ***sign content*** on more than one side of the **Sign**, ***sign area*** means the average total area of all sides of the **Sign**. See Sign Figure 3: Sign Area and Sign Content Area.

sign content means the wording/lettering, message, graphics or content displayed on a **Sign**.

sign content area means a rectangular area formed by the extreme limits of the ***sign content***, including graphics related to the specific nature of the ***sign content***. See Figure 3: Sign Area and Sign Content Area.

Figure 3: Sign Area and Sign Content Area



Sign area = length of A x length of B
Sign content area = length of C x length of D

sign height means the vertical distance measured from the highest point of the **Sign** or **Sign** ***structure*** to ***grade***.

sign type means the type of structure of a **Sign** (e.g. freestanding, portable) used to convey the ***sign content***.

Storage Yard means a ***use***:

(f) where goods, motor vehicles or equipment are stored when they are not being used and may include long term storage where a fee is paid;

(g) where the vehicles and equipment stored may also be serviced, cleaned or repaired;

(h) that may involve the storage of construction materials;

(i) that does not involve the storage of any derelict vehicles or derelict equipment;

(j) that does not involve the production or sale of goods as part of the ***use***; and

(k) that may have a ***building*** for the administrative functions associated with the use.

storey means the space between the top of any floor and the top of the next floor above it, and if there is no floor above it, the portion between the top of the floor and the ceiling above it.

storey, first	means the ***storey*** with its floor closest to ***grade*** and having its ceiling more than 1.8 m above ***grade***.
Stripping, Grading, Excavation and Stockpiling	means a ***use*** where stripping, grading, excavation and/or stockpiling of soil or other similar materials occurs and where the activity is not associated with a previously issued ***subdivision*** approval or ***development permit***. This ***use*** does not include activities normally associated with **Extensive Agriculture**.
structure	means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground, but does not include a ***fence*** or a **Sign**.
subdivision	means the division of a ***parcel*** by an instrument and the word "subdivide" has corresponding meaning.
Subdivision and Development Appeal Board	means the ***Subdivision and Development Appeal Board*** established by the ***municipality's*** *Subdivision and Development Appeal Board Bylaw* and appointed by ***Council***.
Subdivision Authority	means a person or body appointed as a ***Subdivision Authority*** in accordance with the *Act*.
Suite, Backyard	means a ***use*** where a separate self-contained ***building***, such as a garage suite, garden suite or carriage home, that is accessory to and is located on the same ***parcel*** as the ***principal residential use***, is occupied as a **Dwelling Unit** or for ***short-term rental***.
Suite, Secondary	means a ***use*** where a self-contained portion of a ***building***, such as a basement or attached garage, that is accessory to and is contained within or attached to the ***principal residential use***, is occupied as a **Dwelling Unit** or for ***short-term rental***.
Suite, Security Operator	means a ***use*** where a ***building*** or a portion of a ***building*** is used to provide on-site accommodation by the employer for persons employed on the property, a caretaker or operator of a commercial establishment, or for on-duty security personnel.
T	[**Click to Return to Definitions Index**]
Telecommunication Structure	means a device that requires a permit from the Federal Government and is used to receive and/or to transmit radio-frequency (RF) signals, microwave signals, or other communications energy transmitted from, or to be received by, other antennas. **Telecommunication Structures** include the antenna, and may include a supporting tower, mast or other supporting structure, and an equipment shelter. A **Telecommunication Structure** may be freestanding or mounted on an existing ***building*** or ***structure***.
temporary	means a limited period of time as decided by the ***Development Authority***.
temporary sign	means any **Sign** designed or intended to be displayed for a short period of time, including balloon signs, construction signs, political poster signs, banner signs or any other **Sign** that is not permanently attached to a supporting ***structure*** or ***building***.

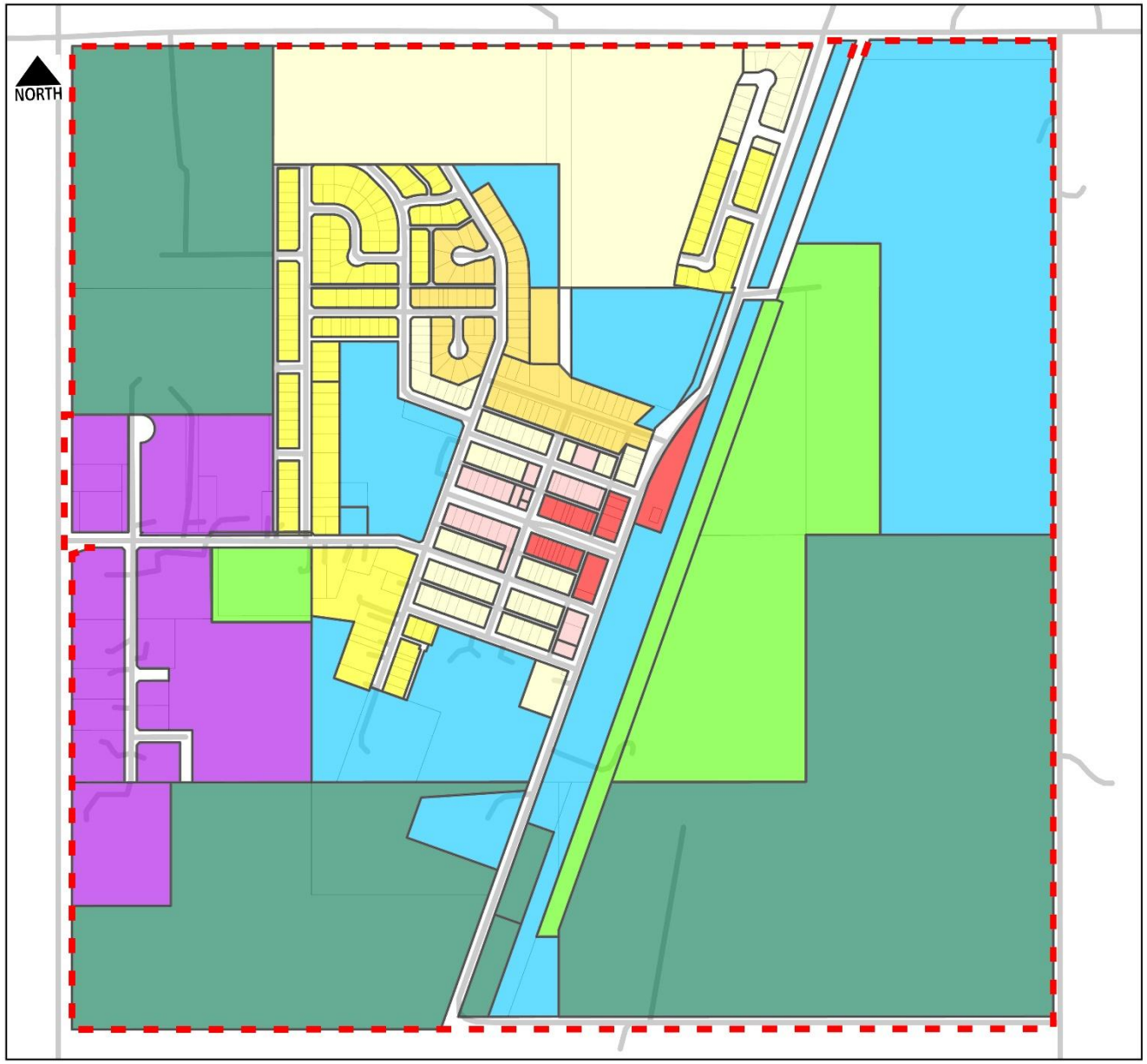
Truck and Freight Terminal	means a ***use*** where goods/freight are received, transferred, stored short-term, and dispatched for transport by truck.
U	[**Click to Return to Definitions Index**]
use	means a ***permitted use*** or ***discretionary use***, and is the purpose for which any ***parcel***, ***building*** or ***structure*** is designed, occupied or maintained.
Utilities	means a ***use*** where a system or works are provided for treatment, storage or distribution of one or more of the following: (l) waterworks; (m) sewage disposal; (n) public transportation; (o) irrigation; (p) drainage; (q) fuel; (r) electric power; (s) heat; (t) waste management (excluding a **Waste Transfer Station**); and (u) communications (excluding a **Telecommunication Structure**).
V	[**Click to Return to Definitions Index**]
Veterinary Clinic	means a ***use*** for the medical treatment of animals and includes provision for their overnight accommodation within the ***building*** only, and may include associated office space. This does not include **Pet Care Services** or **Kennels**.
violation tag	means a tag or similar document issued by the ***municipality*** pursuant to the *Act*.
violation ticket	means a ticket issued pursuant to Part II of the *Provincial Offences and Procedures Act* and regulations enacted thereunder.
visitor parking stall	See ***parking stall, visitor***.
W	[**Click to Return to Definitions Index**]
Warehousing and Distribution	means a ***use*** where goods are stored inside a ***building*** and transferred to and from other locations. **Warehousing and Distribution** does not include any manufacturing, display or sales of the goods, but may include associated administrative functions.
Waste Transfer Station	means a ***use*** where solid waste materials are received from collection vehicles and consolidated into larger vehicles for transport to the landfill.
Wholesale Outlet	means a ***use*** where goods are sold for retail in larger quantities to other retailers or direct to consumers.
X	[**Click to Return to Definitions Index**]
Y	[**Click to Return to Definitions Index**]

yard	means any open space on a ***parcel***, unoccupied and unobstructed and is the distance between the ***property line*** to the foundation of the ***principal building*** or the exterior finishing materials of an **Accessory Building**.
yard, exterior side	means the area of a ***parcel*** extending from the front foundation of the ***principal building*** to the rear foundation of the ***principal building*** and between the side foundation of the ***principal building*** to the ***exterior side parcel line***.
yard, front	means the area of a ***parcel*** extending across the full width of the parcel between the ***front parcel line*** and the front foundation of the ***principal building***.
yard, interior side	means the area of a ***parcel*** extending from the front foundation of the ***principal building*** to the rear foundation of the ***principal building*** and between the side foundation of the ***principal building*** to the ***interior side parcel line***.
yard, rear	means the area of a ***parcel*** extending across the full width of the ***parcel*** between the ***rear parcel line*** and the rear foundation of the ***principal building***.
yard, side	means an ***interior side yard*** and/or an ***exterior side yard***.
Z	[**Click to Return to Definitions Index**]

22.1.2 All other words and phrases mean the same as they do in the *Act*.

Part H – Land Use Districts Map

23 Land Use Districts Map



Village of Acme est.1910

Land Use District Map

Bylaw #2026-xx Draft V1
March 24th 2026

- R-1 - Residential
- R-2 - Residential
- RA - Residential Acreage
- R-MD - Manufactured Dwelling
- M-RC - Mixed Use Residential/Commercial
- DT - Downtown
- HWY-C - Highway Commercial
- I - Industrial
- CS - Community Services
- UR - Urban Reserve

Legal Parcels

Village Boundary

Meters
0 125 250 500

Palliser
Regional Municipal Services

Telecommunication Structure Policy: Siting and Design

1 PURPOSE AND AUTHORITY

1.1 PURPOSE

1.1.1 The purpose of the Telecommunication Structure Policy is to establish procedural standards that will allow the Village of Acme to effectively participate in and influence the placement of telecommunication structures proposed within the Village of Acme boundaries. It assists Council, Village Staff, Innovation, Science and Economic Development Canada, representatives of the telecommunications industry and members of the public in being aware of and understanding the implementation methods, processes, procedures, and criteria used to achieve this purpose.

1.2 OBJECTIVES

1.2.1 The objectives of this policy are:

(a) To establish a process and criteria for consistently and equitably reviewing, evaluating, and deciding upon each proposal for placing a telecommunication structure within the Village of Acme.

(b) To provide clear and reasonable requirements for effective participation and cooperation between the proponents and Village of Acme.

(c) To minimize the number of towers required for telecommunication antenna networks within Village of Acme.

(d) To ensure co-location opportunities for telecommunication structures are explored and acted upon.

(e) To encourage and promote opportunities for improved telecommunication structure design and concealment in order to minimize their visual impacts on surrounding areas and the Village of Acme in general.

(f) To provide an opportunity for residents located near specific types of proposed telecommunication structures (towers) to make comments, ask questions, or raise concerns related to the proposal, make the proponent aware of local considerations, and provide recommendations regarding the placement and/or appearance of the structure.

1.3 APPLICABILITY AND AUTHORITY

1.3.1 The Village of Acme is not the approving authority for telecommunication structures.

1.3.2 The federal Innovation, Science and Economic Development (ISED) is the approving authority for the development and operation of radiocommunication in Canada, including telecommunication structures, pursuant to the *Radiocommunication Act*.

1.3.3 In this regard, ISED requires that, in certain cases, the local authority and the public must be consulted for input regarding the proposed placement of a telecommunication antenna structure.

1.3.4 The Village of Acme Council is responsible for reviewing these submissions on the Village of Acme's behalf and, depending on the nature of the proposal, a letter of support (concurrence) or non-support (non-concurrence) is sent to the wireless service provider upon completion of the Village of Acme's review of the proposal.

1.3.5 Note that in cases where the Village of Acme does not support a proposal, it cannot prevent a proponent from ultimately gaining permission from ISED to install a telecommunication structure even if it contravenes this Policy.

1.4 THE ROLE OF THE VILLAGE DURING THE PROPONENT'S PUBLIC CONSULTATION

1.4.1 The Village of Acme performs two main functions during a proponent's public consultation process. These are:

(a) to scrutinize the consultation process:

- by observing how and what information is provided to the public by the proponent about the proposed telecommunication antenna structure and its intended location;
- by observing what questions arise from the public about the proposed installation;
- by observing what answers to these questions are provided by the proponent; and
- by observing how concerns and other issues regarding the proposed telecommunication antenna structure's placement are resolved; and

(b) to clarify the provisions of this Policy as required by outlining the circumstances required for the issuance of a letter of concurrence or non-concurrence.

1.5 THE ROLE OF THE VILLAGE OF ACME IN REVIEWING A TELECOMMUNICATION STRUCTURE SUBMISSION

1.5.1 The Council of the Village of Acme reviews and evaluates each submission it receives for a telecommunication structure. The specific elements evaluated and decided upon in reaching a decision to either support or not support a submission are the following:

(a) proposed location in a community or area;

(b) existing and proposed on-site uses and structures;

(c) adjacent sites and their existing and proposed uses and structures;

(d) co-location potentials on this site and on nearby sites with other existing or proposed telecommunication antenna structures;

(e) conformity with the Village of Acme's Municipal Development Plan policies; and

(f) design aspects of the proposal, including:

- height;
- colour;
- type of structure;
- diameter (if a monopole or tripole);
- number of arrays;
- shrouding of antenna arrays;
- potential for disguising or camouflaging, screening of equipment compound and shelter(s);
- location on site;
- access/egress to the facility;
- proposed signage or other markings and lighting;
- distance to other existing towers;
- removal of redundant structure(s) (if a re-build, replacement, or co-location).

1.5.2 Regarding health and radiofrequency (RF) exposure issues and limits for telecommunication antenna structures, these elements are regulated by Health Canada's Safety Code 6 guidelines. The Village of Acme has neither the authority nor the medical/biological research expertise/capability to assess or evaluate any submission for telecommunication antenna structures with respect to health and RF issues.

2 LOCATION CRITERIA

2.1 CO-LOCATION

2.1.1 The Village of Acme encourages the co-location of telecommunication structures. This may include, but is not limited to:

(a) the installation of a proponent's telecommunication antennas on any existing telecommunication structure;

(b) the construction of a new telecommunication structure on which other proponents are invited to co-locate;

(c) the reconstruction or modification of an existing telecommunication antenna structure to accommodate the equipment of additional proponents; or

(d) the relocation of a proponent's existing telecommunication antennas to another proponent's telecommunication structure followed by the removal of the redundant existing telecommunication structure.

2.1.2 The Village of Acme strongly recommends that a co-location review take place prior to any

submission for concurrence for a telecommunication structure.

2.1.3 The proponent is requested to provide written evidence, as part of its submission to Village of Acme, demonstrating that co-location on an existing telecommunication structure, a replacement or modified telecommunication structure, or a proposed new telecommunication structure has been reviewed with other proponents operating within the Village of Acme limits. All existing and proposed telecommunication structures within an 800-metre radius of any proposed new telecommunication structure's location must be included in the review for co-location potentials.

2.1.4 If co-location is not possible for technical reasons, a statement signed by an appropriate technical expert is requested in support of the written evidence noted above. If co-location is not possible due to a lack of interested participants or other considerations, a statement signed by an appropriate authority for the proponent making the submission is requested as part of the written evidence.

2.2 PREFERRED LOCATION CRITERIA IN DEVELOPED AREAS

2.2.1 The following is a list of preferred locations for telecommunication structures:

(a) Industrial and commercial areas;

(b) In close proximity to similarly scaled structures;

(c) Some institutional uses where appropriate, including, but not limited to, those institutions that require telecommunications technology, i.e.: colleges and universities;

(d) Other non-residential areas considered appropriate by Village of Acme, including agricultural lands;

(e) Within or adjacent to parks, green spaces, golf courses, and other recreational parcels.

2.3 DISCOURAGED LOCATION CRITERIA IN DEVELOPED AREAS

2.3.1 The following is a list of discouraged locations for telecommunication structures:

(a) Close proximity to residences. The Village of Acme recommends that the placement of telecommunication towers should not be closer than two to three times the height of the tower from an existing dwelling;

(b) Environmentally sensitive or ecologically significant lands;

(c) Proximity to schools (towers should be no closer than 100 metres away from the nearest portion of a school building or the nearest portable classroom, whichever is closer to the proposed installation).

2.3.2 The Village of Acme may, at its discretion, modify these setback guidelines on a site by site basis, taking into account such factors as buffering topography and vegetation, intervening major transportation and utility corridors, rivers and streams, intervening non-residential buildings, and information arising from a public consultation meeting concerning the telecommunication structure.

2.4 LOCATION CRITERIA IN FUTURE DEVELOPMENT AREAS

2.4.1 For locations within the Village of Acme that have not yet been developed, proponents are encouraged to select sites for the placement of their telecommunication structures prior to development taking place. The Village of Acme promotes this course of action so that those purchasing properties in these new developing areas will be able to make informed decisions based on an understanding of where initially telecommunication structures are installed or likely to be installed.

3 DESIGN CRITERIA

3.1 PREFERRED BUILT FORM

3.1.1 The built form of telecommunication structures that are preferred include roof top installations, freestanding telecommunication antenna structures in the form of monopole and tripole towers with flush mounted or cluster mounted antennas, and streetlight and parking lot light poles that are sheathed completely within the pole.

3.1.2 Preferred small cell installations are neatly organized, utilize as few antennas as possible, and hide conduit, cable trays, wiring, mounting brackets, or other hardware behind the antenna or within shrouding. Wall-mounted antennas are to be attached as close to the wall as possible and not project above the height of the wall they are mounted on.

3.2 DISGUISED AND CAMOUFLAGED STRUCTURES, AND SCREENING

3.2.1 The Village of Acme encourages the use of telecommunication structures that are designed to be as stealthy, unobtrusive, and inconspicuous as possible, particularly in residential areas and on sites abutting residential uses. This includes the hiding or disguising of telecommunication antennas in or on buildings, placing them on roof tops or on other existing structures, and the camouflaging of telecommunication antennas on street lights or other apparatuses, appliances, and objects. The appropriate type of telecommunication antenna structure for each situation should be selected based upon the goal of making best efforts to blend in with the nearby surroundings and minimize the visual aesthetic impacts of telecommunication antenna structures on the community.

3.2.2 The Village of Acme recognizes that the objective of promoting co-location as described in Section 2.1 of this Policy, and the objective of making telecommunication structures and antennas less noticeable may sometimes come into conflict. Nevertheless, The Village of Acme intends to review each submission on its merits with a view to promoting both objectives and, where necessary, will determine the appropriate balance between them.

3.2.3 The use of landscaping, fences, and architectural features on and around the equipment compounds, shelters, and cabinets associated with a telecommunication structure is encouraged to assist these structures to blend in with their surrounding environment.

3.3 LIGHTING

3.3.1 Unless specifically required by Transport Canada, the display of any type of lighting on a telecommunication structure is discouraged. Where Transport Canada requires a telecommunication structure to be lit, the lighting should be limited to the minimum number of lights and the lowest illumination allowable.

3.3.2 Any required strobe lighting should be set to the maximum strobe interval allowed by Transport Canada. The lighting of telecommunication structure compounds for security purposes is supportable provided it is shielded from adjacent residential properties, is kept to a minimum number of lights and illumination intensity and, where possible, it is provided by a motion detector type of system.

4 NOTIFICATION AND PUBLIC CONSULTATION

4.1 INTITAL CONTACT

4.1.1 Proponents are required to notify the Village of Acme of their intent to investigate an area for a potential telecommunication structure within the Village of Acme prior to landowner notification or advertisement of the proposed project.

4.2 PUBLIC NOTIFICATION AND CONSULTATION

4.2.1 Proponents are required to satisfy the default public consultation requirements of ISED's CPC-2-0-03.

4.2.2 Notwithstanding 4.2.1, any proposal which is excluded in CPC-2-0-03 from the consultation requirements, proponents are nevertheless encouraged to contact the Village of Acme to discuss the proposal and identify any potential issues or concerns and give consideration to the Village of Acme's location and design criteria.

4.2.3 It is solely the responsibility of the proponent, at its own cost, to arrange, organize, and conduct a public consultation meeting. At its discretion, the proponent may conduct the meeting in either a formal manner or an open house format.

5 MUNICIPAL REVIEW AND ISSUANCE OF CONCURRENCE OR NON-CONCURRENCE

5.1 APPLICATION SUBMITTAL REQUIREMENTS

5.1.1 The following package must be submitted for consideration of a proposed telecommunication

structure:

(a) a map, including legal location, and site plan of the proposed system;

(b) a map showing the location of other telecommunication structures located within 800 metres of the proposed site;

(c) a map showing the typical coverage of existing telecommunication structures, which shows the need for additional structures;

(d) a description of the type and height of the proposed antenna system and any guy wires or other similar support mechanisms (e.g. support cables, lines, wires, bracing);

(e) the proposed lighting and aeronautical identification markings for the antenna and any supporting structures;

(f) documentation regarding potential co-utilization of existing towers within 800 metres of the proposed telecommunication structure;

(g) a record of all comments from the public, and the response of the proponent to these comments, and

(h) any other additional information or material deemed necessary and appropriate to properly evaluate the submission as noted in Section 1.5.1.

5.2 REVIEW AND DECISION

5.2.1 Concurrence with a proposal will be measured against the location and design standards in this Policy, applicable policies in the Village of Acme's Municipal Development Plan, consideration of comments received during the public consultation process, and any other matter deemed relevant by Council.

(a) When a proposal is given a concurrence decision, the proponent will receive a letter of concurrence from the Council documenting its decision and any conditions.

(b) When a proposal is given a non-concurrence decision, the proponent will receive a letter of non-concurrence from the Council describing the reasons for the decision.

5.2.2 Municipal concurrence does not constitute approval of uses, buildings, and structures which require issuance of a development permit under the Land Use Bylaw or a building permit under the *Safety Codes Act*.

5.2.3 Concurrence is valid for two years within which time the construction of the telecommunication structure must commence.

REQUEST FOR DECISION

AGENDA ITEM
7.2

Subject:	**Bylaw 2026-12 Animal Control Bylaw**
Meeting Date:	Monday, October 26, 2026
Presented By:	Mike Haugen, Advisor
Link to Strat Plan:	Aligns with Vision and Mission

Recommended Motions:	1. That Council give First reading to proposed Bylaw 2026-12, the Animal Control Bylaw, as amended. 2. That Council give Second reading to proposed Bylaw 2026-12, the Animal Control Bylaw, as amended. 3. That Council give unanimous consent for Third reading to proposed Bylaw 2026-12, the Animal Bylaw, as amended. 4. That Council give Third reading to proposed Bylaw 2026-12, the Animal Control Bylaw, as amended.

Background/ Proposal	Adoption of the new Land Use Bylaw will create inconsistencies with Village Bylaw 2019-1 (the Animal Control Bylaw). Administration has not done a thorough review of the Animal Control Bylaw, but is recommending several amendments that will bring both bylaws into alignment at this time.
Discussion/ Options/ Benefits/ Disadvantages:	In addition to some minor housekeep amendments, the core amendment is in allowing certain animal types in the Village as per the Land Use Bylaw. A more thorough review of the Animal Control Bylaw should take place in the future.
Financial Implications:	The are no financial implications related to the recommended motions.
Council Options:	1. Council could recommend changes to the bylaw prior to adopting it. 2. Council could postpone any readings until further amendments or reviews take place. 3. Council could adopt the Bylaw as presented.
Recommended Engagement:	Information only.
Attachments:	1. Proposed LUB Bylaw 2026-12 Animal Control Bylaw 2. Current Bylaw 2019-1 Animal Control Bylaw
Follow-up Actions:	The Village's website will be updated with the new Bylaw.

Approval:
Mike Haugen, Advisor

BYLAW #2026-12
VILLAGE OF ACME
IN THE
PROVINCE OF ALBERTA
ANIMAL CONTROL BYLAW

BEING A BYLAW OF THE VILLAGE OF ACME TO REGULATE THE KEEPING OF ANIMALS WITHIN ITS COPORATE LIMITS.

WHEREAS, the Council of the Village of Acme supports responsible pet Ownership within the Village and will support and enforce that all Owners are caring for and controlling their Animals within the Village;

AND WHEREAS, section 7(a) of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, authorizes a municipality to pass Bylaws respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS, section 7(h) of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, authorizes a municipality to pass Bylaws respecting wild and domestic Animals and activities in relation to them;

AND WHEREAS, Council has deemed it necessary to pass a Bylaw to regulate and control Dogs, Cats and other Animals;

NOW THEREFORE, the Council of the Village of Acme, duly assembled, enacts as follows:

PART 1 - SHORT TITLE

1.1 This Bylaw shall be cited as **"The Animal Control Bylaw"**

PART 2 - DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires

2.1.1 **"Altered"** means spayed or neutered;

2.1.2 **"Animal"** means any bird, reptile, amphibian, or mammal excluding humans and wildlife, includes domestic Dogs and Cats;

2.1.3 **"Animal Shelter"** means any facility designated by the Village for the care of and Impoundment of Animals and includes Premises supplied by an independent contractor;

2.1.4 **"Business Day" or "Day"** means any day that the administration office of the Village of Acme is open for regular business.

2.1.5 **"CAO"** means Chief Administrative Officer for the Village of Acme or his/her designate;

2.1.6 **"Cat"** means any domestic member of the feline family;

2.1.7 **"Cat Trap"** means a humane trap designed to contain a Cat without injuring or killing the Cat;

2.1.8 **"Competent Person"** means a Person who is physically and mentally capable of restraining and controlling an Animal to an extent that the Animal cannot interfere with other Persons, Animals, or damage property;

2.1.9 **"Council"** means the body of elected representatives that govern the Village;

2.1.10 **"Dangerous Dog"** means a Dog that the courts declare to be dangerous under the *Dangerous Dogs Act R.S.A. 2000 c. D-3* as amended from time to time;

2.1.11 **"Dog"** means any domestic member of the canine family;

2.1.12 **"Fowl"** means a creature with feathers, including all poultry. This does not include small pet birds;

2.1.13 **"Guide Dog"** means a Guide Dog as defined by the *Blind Persons' Rights Act R.S.A. 2000 c. B-3* as amended;

2.1.14 **"Holiday"** means a day declared to be a Holiday by Federal, Provincial, or Municipal Statutes;

2.1.15 **"Impound"** means to retain in a place designated by Council;

2.1.16 **"Kennel"** means a shelter, room, or place located in a properly zoned area, according to the Village's *Land Use Bylaw a*s amended;

2.1.17 **"Land Use Bylaw"** means the Land Use Bylaw in the Village of Acme as amended;

2.1.18 **"Leash"** means a restraint made of material capable of restraining the Animal on which it is being used;

2.1.19 **"License"** means an Animal License issued by the Village in accordance with the provisions of this Bylaw;

2.1.20 **"License Tag"** means an identification tag issued by the Village showing the License number of a specific Animal;

2.1.21 **"Livestock"** includes but is not limited to:

2.1.23.1 a horse, ass, mule, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat;

2.1.23.2 domestically reared or kept deer, reindeer, moose, elk, or bison;

2.1.23.3 farm bred fur bearing animals including foxes or mink;

2.1.23.4 a member of the bovine species;

2.1.23.5 a member of the avian species, including chickens, turkeys, ducks, geese, or pheasants;

2.1.23.6 bees; and

2.1.23.7 all other animals that are kept for agricultural purposes; but does not include Dogs, Cats or small pet birds.

2.1.22 **"Municipal ~~Ticket~~Tag"** means a written Notice, in a form approved by the CAO, issued by ~~an Animal Control~~a an Enforcement Officer, to advise a Person that a violation of this Bylaw has occurred and that, by payment of a specified amount for the offence within a set time period, that Person will avoid prosecution for the offence;

2.1.23 **"Muzzle"** means a device of sufficient strength placed over an Animal's mouth to prevent it from biting;

2.1.24 **"Notice"** means written or verbal communication;

2.1.25 **"Owner" or "Ownership"** means any Person:

2.1.27.1 to whom an Animal is Licensed pursuant to this Bylaw;

2.1.27.2 who has legal title to the Animal;

2.1.27.3 who has permanent possession, custody, and financial responsibility of an Animal;

2.1.27.4 who temporarily has found or trapped an Animal and has taken control of it for the purposes of locating its Owner and/or turning it over to a pound, Animal Shelter, or Peace Officer;

2.1.27.5 who harbours the Animal, or allows the Animal to remain on his/her Premises;

2.1.27.6 For the purposes of this Bylaw, an Animal may have more than one Owner, any or all who may be charged under this Bylaw.

2.1.26 **"Enforcement Officer"** means any member of the RCMP, Special Constable, Community Peace Officer, Bylaw Enforcement Officer or designate; including but not limited to, a Person hired or contracted by the Village to enforce the provisions of this Bylaw;

2.1.27 **"Person"** means any male or female, firm, corporation, society or partnership;

2.1.28 **"Property" or "Premises"** means any vehicles, land, or buildings, excluding dwellings;

2.1.29 **"Provincial Offences Procedures Act"** means the Provincial Offences Procedures Act, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time;

2.1.30 **"Provincial Violation Ticket**" means a ticket issued pursuant to Part 2 of the Provincial Offences Procedures Act, R.S.A.2000, c. P-34, as amended, and any regulations thereunder;

2.1.31 **"Remedial Order"** means an order as described in Section or Section 546 of *the Municipal Government Act*;

~~2.1.30~~2.1.32 **"Running at Large"** means any Animal that is not under control of a Competent Person by means of a Leash and is upon property other than that which the Owner of the Animal has the right of occupancy;

~~2.1.31~~2.1.33 **"Secure Enclosure"** means a building, cage, or fenced area of such construction that will not allow the Animal to jump, climb, dig, or force its way out, and is capable of being locked;

~~2.1.32~~2.1.34 **"Service Dog"** means a service Dog as defined in the *Service Dogs Act R.S.A. 2007 c. S-7.5* as amended;

~~2.1.33~~2.1.35 **"Strict Liability Offences"** means liability that is set upon the defendant without need to prove intent, negligence or fault, as long as it can be proven that it was the defendant's object that caused the damage;

~~2.1.34~~2.1.36 **"Vicious Animal"** means any Animal, whether on public or private property, that:

2.1.35.1 has, without provocation, chased, attacked, or bitten any Person or Animal, causing physical injury and resulting in a conviction under this Bylaw;

2.1.35.2 has, without provocation, chased, attacked, or bitten any Person or Animal on more than one occasion, with or without causing physical injury, and resulting in separate convictions under this Bylaw;

2.1.35.3 has threatened or created the reasonable apprehension of a threat to any Person or other domestic Animal;

2.1.35.4 has been declared by a court to be a Vicious Animal, or declared, pursuant to a Bylaw of another municipal jurisdiction, to be a Vicious Animal; or

2.1.35.5 has been made subject to an order under the *Dangerous Dogs Act R.S.A. 2000 c. D-3,* as amended.

~~2.1.35~~2.1.37 **"Wildlife"** means wildlife as defined by the *Wildlife Act, R.S.A. 2000, W- 10,* as amended.

~~2.1.36~~2.1.38 **"Village"** means the Village of Acme.

PART 3 - INTERPRETATION

3.1 The provisions of this Bylaw shall apply to any Animal, as specified by this Bylaw.

3.2 In the event of any proceedings under this Bylaw, whether it is the Impounding of any Animal or the commencement of any proceedings by way of summons, the burden of establishing Ownership and whether any Animal is under the control of a Competent Person shall be upon the Owner.

3.3 The Owner of an Animal is guilty of an offence if the Owner fails to comply with any of the provisions of this Bylaw and is subject to the penalty as specified in "Schedule "B" – Prescribed Penalties" attached to and forming part of this Bylaw.

PART 4 - SPECIFIC PROHIBITIONS

4.1 No Person will have possession of or keep wildlife within the Village of Acme unless allowed under this bylaw.

4.2 No Person will have possession of or keep any of the following within the Village of Acme:

4.2.1 Livestock, except where permitted within:

a) lands designated Agricultural under the Land Use Bylaw;

b) lands designated Urban Reserve (UR) under the Land Use Bylaw; and

c) lands designated Residential Acreage (RA) under the Land Use Bylaw,

provided that such livestock are kept in compliance with all applicable provisions of the Land Use Bylaw, Public Health requirements, Provincial legislation, and any development permit conditions.

4.2.2 pot-bellied pigs;

4.2.3 poultry or Fowl;

4.2.4 bees; or

4.2.5 species deemed to be dangerous or infectious by a medical officer of health or veterinarian.

4.3 Notwithstanding Sections 4.1 and 4.2, Livestock may be kept:

4.4.3 within veterinary clinics or animal hospitals;

4.4.4 on exhibition grounds;

4.4.5 on lands designated Agricultural under the Land Use Bylaw;

4.4.6 on lands designated Urban Reserve (UR) under the Land Use Bylaw; and

4.4.7 on lands designated Residential Acreage (RA) under the Land Use Bylaw,

4.4.8 subject to compliance with all applicable provisions of the Land Use Bylaw and any

development permit requirements.

4.4 The keeping of livestock within Urban Reserve and Residential Acreage districts shall:

4.4.1 not create a nuisance relating to noise, odour, dust, manure, or animal waste;

4.4.2 be adequately fenced and contained;

4.4.3 comply with Provincial animal welfare legislation;

4.4.4 comply with any limits on the number or type of livestock established in the Land Use Bylaw; and

4.4.5 not constitute a danger to public safety.

PART 5 - LICENSING OF ANIMALS

Requirements of Licenses

5.1 Every resident of the Village of Acme who is the Owner of a Dog or Cat shall annually purchase a License from the Village for each Dog or Cat owned as per the Village of Acme's Master Rates Bylaw.

5.1.1 on or before January 31 of the current License year;

5.1.2 within thirty (30) days following the Dog or Cat having attained three (3) months of age;

5.1.3 within thirty (30) days after acquiring possession of the Dog or Cat; or

5.1.4 within thirty (30) days after establishing residence in the Village; whichever date is the latter.

5.2 A License shall be valid from January 1 to December 31 regardless of the actual date upon which the License was purchased.

5.3 Before the issuance or renewal of a License, the Owner must submit to the Village:

5.3.1 a completed written application in the form specified by the Village;

5.3.2 the License fee as established by the Village of Acme's Master Rates Bylaw;

5.3.3 proof of the Dog or Cat being Altered, if applicable;

5.3.4 proof of the Dog or Cat being vaccinated for Rabies, unless deemed nonapplicable due to age or another reason decided by the CAO; and

5.3.5 any additional information required by the CAO.

5.4 Where a License is required and has been paid for by the tender of an uncertified cheque, the License

is automatically revoked if the cheque is not accepted by the bank on which it was issued.

5.5 No Person shall be entitled to a License rebate or refund under this Bylaw.

5.6 Every Owner named on a Village Dog or Cat License shall be at least eighteen (18) years of age.

5.7 An Animal left in the care of a Person for a period of thirty (30) consecutive days or more shall be deemed to belong to that Person and that Person shall be responsible for all provisions of this Bylaw as the Owner of the Animal.

5.8 Any Owner of an Animal which is not Licensed, and which is required to be Licensed pursuant to this Bylaw, is guilty of an offence as per "Schedule "B" – Prescribed Penalties" attached to and forming part of this Bylaw.

5.9 Any Person who provides the Village with false or misleading information with respect to the information required in accordance with this Bylaw is guilty of an offence as per "Schedule "B" – Prescribed Penalties" attached to and forming part of this Bylaw.

Non-Resident Animals

5.10 Licensing provisions of this Bylaw shall not apply to a Dog or Cat accompanying a Person temporarily in the Village on business or vacation for a period:

5.10.1 not exceeding thirty (30) days;

5.10.2 not exceeding ninety (90) days in a calendar year if the Dog or Cat is Licensed in another municipality; however, the Owner must provide the Village with:

5.10.3 satisfactory proof of licensing in another municipality; and

5.10.4 record of the Dog or Cat's basic information, reason, place and length of stay;

5.10.5 not exceeding ninety (90) days in a calendar year if the Dog or Cat permanently resides in another municipality that does not require licensing of Dogs and Cats:

5.10.6 satisfactory proof of non-licensing requirement in another municipality; and

5.10.7 record of the Dog or Cat's basic information, reason, place and length of stay.

5.10.8 The CAO may authorize in writing an extended period of time.

Exemptions

5.11 Annual licensing fees shall be waived for the following:

5.11.1 a Registered Guide Dog; and

5.11.2 a Registered Service Dog.

All other provisions of this Bylaw shall still apply.

5.12 Animals in the Village for parades, gymkhanas, exhibitions and rodeos duly authorized by the Village are not subject to the provisions of this Bylaw, provided, that in all instances such Animals are under the direct care and supervision of Competent Persons.

Police Service Dogs

5.13 This Bylaw does not apply to an RCMP Service Dog while it is in active service.

Number of Animals

5.14 No Person shall keep, harbour, or have more than three (3) Dogs or three (3) Cats or a total of four (4) Animals per dwelling unit.

5.15 Any Person who owns, keeps, or harbours more than three (3) Dogs or three (3) Cats or a total of four (4) Animals over the age of three (3) months without obtaining the required development permit and business License for a Kennel in accordance with the Village's *Land Use Bylaw,* is guilty of an offence as per the Village of Acme's Master Rates Bylaw.

5.16 Notwithstanding Sections 5.14 and 5.15, any Person who has more than three (3) Dogs or three (3) Cats or a total of four (4) Animals properly Licensed with the Village in accordance with the *Animal Control Bylaw #2016-08* prior to the date of repeal*,* may renew the Licenses for said Licensed Animals. Any such Licenses in excess of the number permitted under this Bylaw will cease to be valid upon the transfer of Ownership, relocation from Village, or death of said Animal(s) until such time as the number of Animals owned by a Person becomes compliant with this Bylaw.

5.17 Subject to the provisions of the *Land Use Bylaw*, Section 5.14 does not apply to a business Licensed by the Village to provide Kenneling, animal care, or veterinary services.

License Tag

5.18 The Owner or any other Person having care or control of a Dog or Cat shall, at all times while it is off the property of the Owner, ensure the Dog or Cat wears a collar and current License Tag issued by the Village.

5.19 In case a Dog or Cat License Tag is lost or destroyed, the Owner shall contact the Village within ten (10) days and a replacement tag will be issued upon payment of the fee as specified in the Village of Acme's Master Rates Bylaw, provided records indicate such a payment was made.

5.20 License Tags are not transferable from one Animal to another.

Revoking of a License

5.21 The CAO may revoke any License if;

5.21.1 the Owner fails to comply with the conditions of the License;

5.21.2 the License was issued on the basis of incorrect information, or misrepresentation by the

applicant;

5.21.3 the Animal is deemed Vicious;

5.21.4 the License was issued in error; or

5.21.5 the Owner breaches a provision of this Bylaw.

In the case of a revocation of License, the Owner will be given reasons in writing. The revocation may be appealed through the same process as provided for in Part 11.2 to Part 11.4 of this Bylaw.

Animal Services

5.22 No Person shall breed Animals within the Village unless a business License for a Kennel is obtained from the Village pursuant to the Land Use Bylaw and the Business License Bylaw.

5.23 No Person shall provide pet care services, as defined by the Land Use Bylaw, within the Village without an approved development permit pursuant to the Land Use Bylaw and a business License pursuant to the Business License Bylaw.

PART 6 - RESPONSIBILITY OF OWNERS

Running at Large

6.1 The Owner of an Animal shall:

6.1.1 ensure that the Animal is not running at large;

6.1.2 ensure that the Animal, when not on the Owner's property, is Leashed and under the control of a Competent Person; and

6.1.3 ensure that when an Animal defecates on any public or private property other than the property of the Owner, the feces shall immediately be removed and properly disposed of in a garbage receptacle.

6.2 The Owner of a female Animal in heat shall keep the female housed or confined throughout the entire heat period unless the Animal is being walked on a Leash.

Health of Animals

6.3 Owners shall provide their Animal with food, fresh water, and adequate shelter, as per the *Animal Protection Act*, *R.S.A. 2000, c. A-41*, as amended.

6.4 No Owner shall keep, harbour, or have custody of any Animal over three (3) months of age within the boundaries of the Village without having such Animal vaccinated for rabies.

Communicable Diseases

6.5 An Owner of an Animal which is suffering from a communicable disease as defined by Federal or

Provincial authorities shall:

6.5.1 not permit the Animal to be in a public place;

6.5.2 not keep the Animal in contact with or in proximity to any other Animal free of such disease;

6.5.3 keep the Animal secured within the Owner's residence or tied up in the Owner's yard; and

6.5.4 immediately report the matter to the Peace Officer and a veterinarian.

Nuisance Behaviour

6.6 Animal Owners shall ensure that their Animal shall not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about Premises not belonging to the Owner of the Animal.

Threatening Behaviour

6.7 Animal Owners shall ensure that their Animal shall not bite, or chase other Animals, bicycles, automobiles, or other vehicles;

6.7.1 chase or otherwise threaten a Person(s), whether on the property of the Owner or not, unless the Person(s) chased or threatened is a trespasser on the property of the Owner;

6.7.2 cause damage to property or other Animals, whether on the property of the Owner or not;

6.7.3 do any act that injures a Person(s) whether on the property of the Owner or not;

6.7.4 bite a Person(s), whether or not the bite causes harm or 'breaks skin', and whether on the property of the Owner or not;

6.7.5 attack a Person or Persons, whether on the property of the Owner or not;

6.7.6 attack a Person(s), whether on the property of the Owner or not, causing severe physical injury; or

6.7.7 cause death to another Animal.

6.8 No Owner shall use or direct an Animal to attack, chase, harass, or threaten a Person or Animal.

Animals in Prohibited Areas

6.9 The Owner of an Animal shall ensure that such animal does not enter or remain in or on:

6.10.1 a school ground, playground, sports field, wading, or swimming area; or

6.10.2 any other area where Animals are prohibited by posted signs.

Abandoned Animals

6.10 An Animal shall be considered abandoned when:

6.10.1 the Animal is left behind at a Premises or in a neighborhood after the Owner has moved away;

6.10.2 the Animal, for whatever reason, is running at large and the Owner has not made reasonable attempts to locate the Animal; or

6.10.3 the Owner, for whatever reason cannot be located.

Animals in Motor Vehicles

6.11 Animals shall only be permitted to ride in the passenger cab of a motor vehicle regardless of whether the motor vehicle is moving or parked and/or on public or private property when:

6.12.1 there is adequate ventilation and temperature control provided for the health and well-being of the Animal; and

6.12.2 the Animal is restricted and restrained so as to prevent the Animal's escape from the vehicle, or its access to Persons or Animals in the vicinity of the vehicle.

6.12 A driver of a vehicle shall not permit any Animal to occupy the front seat of the vehicle in such a manner so as to impede the driver in the free and uninterrupted access to and use of the steering wheel, brakes, and other equipment required to be used for the safe operation of the vehicle.

6.13 A Person may allow an Animal to be outside of the passenger cab of a motor vehicle, including riding in the back of a pickup or flatbed truck if the Animal is:

6.14.1 in a fully enclosed trailer;

6.14.2 in a ventilated topper enclosing the bed area of a truck;

6.14.3 contained in a ventilated Kennel or similar device securely fastened to the bed of the truck; or

6.14.4 securely tethered in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.

Designated Areas and Parks

6.14 Council may designate a public area in which no Animals are allowed and may post signs to this effect.

6.15 Council may designate any public area where an Animal may be exercised while not restrained by a Leash.

6.16.1 No Owner of a Vicious Dog shall permit the Dog to be in an off-leash area at any time;

6.16.2 The provisions of this Bylaw apply, with all necessary modifications, to an off-leash area.

6.16 The Owner of an Animal shall carry a Leash while with an Animal in a designated off-leash area.

6.17 The Owner of an Animal is guilty of an offence if the Animal is in an off-leash area and exhibits threatening behavior toward any other Animal or a Person and the Owner fails to secure and/or remove the Animal immediately from the off-leash area.

Interference

6.18 No Person other than the Owner shall:

6.19.1 untie or loosen an Animal which is not in distress, as defined by the *Animal Protection Act* as amended; or

6.19.2 willfully or negligently open a gate, door or other opening in a fence, pen or enclosure in which an Animal has been confined.

6.19 No Person shall abuse, tease, torment, or provoke an Animal.

PART 7 - VICIOUS ANIMALS

Insurance

7.1 The Owner of a Vicious Animal shall have liability insurance specifically covering any damages from personal injury caused by the Vicious Animal of not less than three million dollars ($3,000,000).

Signage

7.2 The Owner of a Vicious Animal shall:

7.2.1 display signage at each entrance to the Owner's property and on the secure enclosure in which the Vicious Animal is confined; and

7.2.2 purchase signs, as specified in Schedule "A" of this Bylaw, warning of the presence of a Vicious Animal on the Owner's property.

Licensing Requirements for Vicious Animals

7.3 The Owner of an Animal that has been declared a Vicious Animal pursuant to this Bylaw shall submit an application for a Vicious Animal License from the Village immediately upon becoming the Owner of a Vicious Animal.

7.4 A Vicious Animal License shall be issued to the Owner of a Vicious Animal provided the Owner has:

7.4.1 completed an application as specified by the Village;

7.4.2 paid the annual License fee for a Vicious Animal as specified in the *Fees and Rates Bylaw: Animal Control;* and

7.4.3 supplied to the Village satisfactory proof that:

7.4.3.1 the Animal has been tattooed or implanted with an electronic identification microchip by a veterinarian;

7.4.3.2 the Animal has a current vaccination for rabies;

7.4.3.3 the Animal has been Altered by a veterinarian;

7.4.3.4 the Owner has a secure enclosure capable of preventing entry of any Person except the Owner, and escape of the Animal, in accordance with Section 7.13 of this Bylaw;

7.4.3.5 the Owner has a valid liability insurance policy as required by this Bylaw;

7.4.3.6 clear and visible signs have been posted on the Owner's property warning of the presence of a Vicious Animal, as required by this Bylaw; and

7.4.3.7 submitted any additional information as required by the CAO or a Peace Officer in a timely manner.

7.5 Upon receipt of a written application to License a Vicious Animal, a Peace Officer is authorized to enter upon the property of the Owner to inspect any place where the Animal will be kept, including, but not limited to the secure enclosure, to ensure it meets the requirements of this Bylaw.

7.6 No Owner of a Vicious Animal may own, keep, or have more than one (1) Vicious Animal on the Premises at any time.

Declaration

7.7 An Animal may be declared by a Peace Officer or the CAO to be a Vicious Animal pursuant to this Bylaw and will be Licensed as such by the Village and subject to special provisions of this Bylaw pertaining to Vicious Animals.

7.8 The Owner of an Animal declared to be Vicious pursuant to this Declaration shall be served with a Notice setting out the reasons therefore, the responsibilities of an Owner of a Vicious Animal pursuant to this Bylaw, and the process of an appeal available to the Owner.

7.9 Within two (2) Business Days after the end of the appeal period of an Animal being declared a Vicious Animal, the Owner must become compliant with this Bylaw.

Responsibility of Owners of Vicious Animals

7.10 The Owner of a Vicious Animal shall:

7.10.1 ensure that the Animal wears a current License Tag issued by the Village, and is securely attached to a collar at all times;

7.10.2 when selling or otherwise giving the Animal to a new Owner within the Village, fully inform the new Owner that the Animal has been declared a Vicious Animal by the Village; and

7.10.3 notify the Village of the change in Ownership of the Animal or the death of the Animal within two (2) Business Days of the date of change in Ownership or death.

7.11 When a Vicious Animal is on the Premises of the Owner, the Owner or any other Person having care or control of a Vicious Animal, shall, at all times, ensure that:

7.11.1 the Animal is confined indoors, or

7.11.2 when the Animal is not confined indoors, it is confined in a locked, secure enclosure that complies with the provisions of Section 7.13.

7.12 The Owner of a Vicious Animal shall ensure the Animal does not:

7.12.1 chase or otherwise threaten a Person(s), whether on the property of the Owner or not, unless the Person(s) chased or threatened is a trespasser on the property of the Owner;

7.12.2 cause damage to property or other Animals, whether on the property of the Owner or not;

7.12.3 bite a Person(s), whether on the property of the Owner or not;

7.12.4 attack a Person(s), whether on the property of the Owner or not, causing severe physical injury; or

7.12.5 cause death to another Animal.

Secure Enclosure

7.13 For the purposes of this Bylaw, a secure enclosure shall:

7.13.1 be of minimum dimensions of one and one half (1.5) meters by three (3) meters and two (2) meters in height;

7.13.2 have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded into the ground to a minimum depth of thirty (30) centimeters;

7.13.3 not be located within two (2) meters of the property line of the Owner or within five (5) meters of a neighbouring residential dwelling; and

7.13.4 provide shelter from the elements.

Fencing

7.14 The Owner shall fence the yard of property to the maximum height as per the *Land Use Bylaw*.

Vicious Animal off Owner's Property

7.15 At all times, when a Vicious Animal is off the property of the Owner, the Owner or any other Person having care or control of the Vicious Animal, shall ensure that the Animal is:

7.15.1 securely Muzzled;

7.15.2 secure in a harness or Leash which shall not exceed 1.0 meter in length and is adequate to control the Animal;

7.15.3 under the control of a Competent Person who is at least eighteen (18) years of age;

7.15.4 not running at large.

7.16 If the Animal is running at large, the Village must be notified immediately.

7.17 The Animal is prohibited from any off-leash area.

7.18 An Owner of a Vicious Animal who contravenes any provision of this Bylaw is guilty of an offence and is subject to penalties applicable as provided for in the *Fees and Rates Bylaw: Animal Control.*

PART 8 – PEACE OFFICER AUTHORITY

Seizure and Impounding

8.1 A Peace Officer may capture and Impound any Animal:

8.1.1 which has engaged in any activity that contravenes any provision of this Bylaw; or

8.1.2 which is required to be Impounded pursuant to the provisions of any statute of Canada or the Province of Alberta, or any regulation thereunder.

8.2 A Peace Officer may enter any Property or Premises for the purpose of Impounding and capturing of an Animal pursuant to this Bylaw.

8.3 A Peace Officer may use any humane method, including but not limited to, the use of capture devices or tranquilizer equipment to capture an Animal that is subject to Impoundment pursuant to this Bylaw.

Obstruction

8.4 Any Person, whether or not the Owner, who withholds or provides false or misleading information with respect to Ownership of an Animal to a Peace Officer who is conducting an investigation with respect to an offence or alleged offence under this Bylaw, is guilty of an offence as specified by "Schedule "B" – Prescribed Penalties" attached to and forming part of this bylaw.

8.5 Any Person who willfully interferes with or obstructs a Peace Officer who is attempting to capture or Impound an Animal, or is in possession of an Animal captured or Impounded pursuant to this Bylaw, is guilty of an offence as specified by "Schedule "B" – Prescribed Penalties" attached to and forming part of this bylaw.

8.6 Any Person who springs or otherwise tampers with or damages a live trap in which Animals are to be trapped, or have been trapped, so as to allow any Animal to escape from the trap, is guilty of an offence as specified in "Schedule "B" – Prescribed Penalties" attached to and forming part of this bylaw.

Impounded Animals

8.7 An Impounded Animal may be reclaimed by or on behalf of the Owner after payment is made to the Village during normal office hours of:

8.7.1 any required Animal License fee;

8.7.2 the other fees as set out in the Village of Acme's Master Rates Bylaw, relating to the Animal's capture, Impoundment, care, and sustenance; and

8.7.3 the costs of any required veterinary services provided. For the purposes of this section, "day" means any day of the week, including weekends and Holidays, or any portion thereof, when calculating number of days for care and sustenance.

8.8 An Impounded Animal will be retained for a maximum of three (3) days.

8.9 A Peace Officer may retain an Animal for a longer period than provided in Section 8.8 of this Bylaw, if it is determined that circumstances warrant the extension. The decision to allow such an extension is at the discretion of the Peace Officer. All additional expenses are the responsibility of the Owner.

8.10 An Impounded Animal that is not claimed within the applicable time period and in accordance with the provisions of this Bylaw, may be disposed of under the authorization of a Peace Officer by:

8.10.1 selling or adopting out; or

8.10.2 euthanization.

8.11 In the case of an Animal that is obviously in extreme distress due to injury, a Peace Officer may cause the Animal to be euthanized in a humane manner without consulting a veterinarian when such consultation cannot be done in a timely manner.

8.12 When an Impounded Animal is disposed of in accordance with Section 8.10.1 of this Bylaw, the Owner at the time it was Impounded shall cease to have any right to the Animal and such right or title shall transfer to a Person who has adopted the Animal.

Adoption

8.13 Any Person(s) adopting an Impounded Animal shall:

8.13.1 complete an application in the form specified by the Village;

8.13.2 pay the adoption fee as specified in the *Fees and Rates Bylaw: Animal Control;* and

8.13.3 comply with this Bylaw if the Animal will reside within the Village.

PART 9 - EXOTIC ANIMALS

9.1 No Person shall keep or cause to be kept any snake, reptile, lizard, insect, or arachnid not otherwise prohibited by this Bylaw unless housed in an escape-proof enclosure.

9.2 Licensing of an exotic Animal is at the sole discretion of the CAO and is not guaranteed.

9.2.1 licensing will be only be considered upon receipt of a written application in the form specified by the Village;

9.2.2 any fees as specified in the Village of Acme's Master Rates Bylaw shall apply;

9.2.3 the provisions of any statute of Canada of the Province of Alberta, or any regulation thereunder must be followed.

PART 10 - ENFORCEMENT

10.1 A Peace Officer is hereby authorized and empowered to issue a Remedial Order, Municipal Tag and/or Provincial Violation Ticket to any Person, whom the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

10.2 A Peace Officer may, for the purpose of ensuring that the provisions of this Bylaw are being complied with, enter in or upon any Property, in accordance with Section 542 of the *Municipal Government Ac*t, to carry out an inspection, enforcement or other action required or authorized by this Bylaw, the Municipal Government Act, or other statute.

10.3 When exercising their authority to enter onto Property for inspection or enforcement under Section 5.2, a Peace Officer shall provide the Owner or Occupant of the Property with reasonable Notice as required by *the Municipal Government Act*.

10.4 If a Municipal Tag is issued in respect of an offence, the Person receiving the Municipal Tag may pay the fine amount as per the amount specified on the Municipal Tag on or before the required date in order to avoid further prosecution for the offence.

10.5 If a Provincial Violation Ticket is issued in respect of an offence, the Person receiving the Provincial Violation ticket may the fine amount as per the amount specified on the Violation Ticket on or before the required date in order to avoid further prosecution for the offence.

10.6 No Person shall obstruct, hinder or impede any authorized representative of the Village in the exercise of their powers or duties pursuant to this Bylaw

Summary Convictions

10.7 Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine of not more than $5,000 and not less than $100 and in default of payment is liable to imprisonment for a term not exceeding six (6) months.

10.8 Notwithstanding Section 10.10, the minimum fine on summary conviction with respect to this Bylaw in relation to a Vicious Animal shall be $750.

10.9 The specified penalty in respect of a contravention of a specific provision of this Bylaw is the amount provided for in the Village of Acme's Master Rates Bylaw.

Additional Penalties

10.10 A Provincial Court Judge or Justice may, upon convicting the Owner of an Animal, in addition to penalties provided for in this Bylaw:

10.10.1 direct or order the Owner of the Animal to:

10.10.1.1 take measures to stop the Animal from engaging in any activity that constitutes a contravention of this Bylaw;

10.10.1.2 have the Animal removed from the Village;

10.10.1.3 have the Animal euthanized; or

10.10.1.4 be prohibited from owning any Animal for a specified period of time.

10.10.2 declare the Animal involved in the contravention resulting in the conviction to be a Vicious Animal pursuant to this Bylaw.

PART 11 – DEEMED SERVED

11.1 A Municipal Tag issued by a Peace Officer Pursuant to any of the provisions of this Bylaw shall be deemed to have been duly given and served on the Person whom it is addressed:

11.11.1 being personally delivered to the Person named on the Municipal Tag; or

11.11.2 upon sending the Municipal Tag by regular mail to the address as is shown on the assessment roll. A Municipal Tag will be considered served after 5 (five) Business Days upon mailing.

11.2 A Remedial Order issued by a Peace Officer pursuant to any of the provisions of this Bylaw shall be deemed to have been duly given and served on the Person whom it is addressed:

11.21.1 being personally delivered to the Person named on the Remedial Order; or

11.21.2 upon sending the Remedial Order by regular mail to the address as is shown on the assessment roll. A Remedial Order will be considered served after 5 (five) Business Days upon mailing; or

11.21.3 upon being posted on a conspicuous place on the property that is in contravention

11.3 A Provincial Ticket issued by a Peace Officer pursuant to any of the provisions of this Bylaw shall be deemed to have been duly given and served:

11.31.1 on the Person to whom it is addressed pursuant to the Provincial Offences Procedures Act; or

11.31.2 swearing an Information and Complaint against the Person; or

11.31.3 by leaving a copy for such Person at his/her residence with an individual at the residence who appears to be at least 18 years of age, and such service shall be adequate for the purposes of this Bylaw

11.4 A Provincial Violation Ticket may be served on a Person which is a corporation, either:

11.41.1 by sending it by registered mail to the registered office of the corporation. A Provincial Violation Ticket will be considered served after 5 (five) Business Days upon mailing; or

11.41.2 by delivering it personally to the manager, secretary or other executive officer of the corporation or the Person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address, and such service shall be adequate for the purposes of this Bylaw.

11.5 This Section does not prevent a Peace Officer form issuing a Provincial Violation Ticket requiring a Court appearance by the Defendant in accordance with the Provincial Offences Procedures Act.

PART 12 – OFFENCES AND PENALTIES

12.1 Any Person violating a provision of this Bylaw is guilty of an offence and is liable to pay the amount as set out in the Village of Acme Master Rates Bylaw or Schedule “B” Specified Penalties of this bylaw, or any enforcement costs described in this Bylaw.

PART 13 – RECOVERY OF ENFORCEMENT COSTS

13.1 The expenses incurred by the Village in carrying out enforcement action pursuant to this Bylaw constitutes a debt owing to the Village from the Person responsible for the Bylaw contravention and may be collected by civil action for debt in a court of competent jurisdiction, in accordance with the Municipal Government Act.

13.2 In the event of the Village carrying out enforcement action pursuant to a Remedial Order, the CAO is responsible for sending a demand for payment of enforcement expenses incurred by the Village, per Schedule “A”, to the Owner of the property where the infraction took place. If the Owner fails to pay the enforcement expenses incurred by the Village within the time frame set out in the demand for payment, the CAO shall place the unpaid expense amount onto the tax roll of the

subject Property and that amount:

13.2.1 is deemed to for all purposes to be a tax imposed under Division 2 of Part 10 of the Municipal Government Act from the date it was added to the tax roll, and

13.2.2 forms a special lien against the Land in favour of the Village from the date it was added to the tax roll for the Land, in accordance with the Municipal Government Act.

PART 14 – TRANSITIONAL

14.1 An existing License issued under Bylaw #2016-08 remains valid until the term of such License expires.

PART 15 – GENERAL

15.1 If any Section or Parts of this Bylaw are found in any court of law to be illegal, or are otherwise invalid and beyond the power of the Council to enact, such Section or parts shall be deemed to be severable and all other Section or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such.

15.2 Bylaw 2019-11 and any amendments thereto are hereby repealed.

15.3 This Bylaw shall come into effect after a third reading and upon being signed.

READ a first time this 26th day of October 2026.

READ a second time this 26th day of October 2026.

MOTION TO PROCEED TO THIRD READING **CARRIED UNANIMOUSLY**

READ a third and final time and passed this 26th day of October 2026.

Jason Bates
Mayor

Colleen Herrera
Chief Administrative Officer

Schedule "A" Vicious Dog Signage

Warning signs for a Vicious Dog must meet the following specifications:

1. Be a minimum six (6) inches by six (6) inches (15 cm by 15 cm) in size.
2. Contain the word "WARNING" or "DANGER" in minimum ¾" (2 cm) size font.
3. Contain wording identifying a "VICIOUS DOG on Premises".
4. Contain a visual warning symbol of a Dog.
5. Be made of a rigid material that is resistant to weather and capable of being attached outdoors to a secure enclosure or fence.

A sample sign (not to scale):



Schedule "B" Prescribed Penalties

Section	Offence	Offence Fee
4.1	Keeping Wildlife within the Village of Acme	$500
4.2	Keeping Livestock in a District where livestock are not permitted under the Land Use Bylaw	$500
5.1	Failing to License a Dog or Cat (excluding vicious Dogs)	$250
5.14	Having more than the allowed number of Dogs and/or Cats in one residence without securing a Kennel License	$100
5.2O	Transferring a License Tag from one Animal to another	$100
5.22	Breeding Animals within the Village without a business License for a Kennel	$200
5.23	Providing pet care services within the Village of Acme without an approved development permit and a business License	$150
6.1.1	Animal (Dog or Cat) running at large	$100

6.1.2	Failing to ensure that an animal is Leashed and under the control of a Competent Person when not on the Owner's property	$150
6.1.3	Failing to immediately remove animal feces while off the property of the Owner	$150
6.2	Failing to keep a female animal that is in heat properly confined	$250
6.3	Failing to provide a Dog or Cat with adequate food, fresh water, or shelter	$250
6.4	Failing to vaccinate an Animal whose age exceeds 3 months	$250
6.5	Allowing an Animal which is suffering from a communicable disease to be in a public space or within proximity to any other Animal free of such disease	$150
6.6	Animal creating a nuisance, including upsetting any waste receptacles or scattering their contents on any premises not belonging to the Owner of the animal	$150
6.7.1	Animal (Dog or Cat) acting threatening to a Person or other animals (unless the Person(s) threatened is a trespasser on the property of the Owner)	$150
6.7.2	Animal causing damage to property or other Animals, whether on the property of the Owner or not	$150
6.7.4	bite a Person(s), whether or not the bite causes visible harm or not, and whether on the Owner's property or not (unless the Person(s) bitten is a trespasser on the property of the Owner)	$500
6.9	Allowing an Animal in or remain in prohibited area	$75
6.13	Failing to properly secure an Animal in a vehicle	$100
6.18	Untie or loosen an Animal while not being the Owner, while the Animal is not is distress as defined by the Animal Protection Act as amended	$250
6.19	Abuse, tease, torment, or provoke an Animal whether or not the individual owns it	$150
7.2	The Owner of a vicious Dog failing to display appropriate signage as required	$250
7.3	Failing to submit an application for a Vicious Animal License from the Village when an Animal has been declared a Vicious Animal	$250
7.6	Owning, keeping, or having more than one (1) Vicious Animal on the Premises at any time	$250
7.13	The Owner of a vicious Dog failing to secure the Dog as required	$250
7.14	The Owner of a vicious Dog failing to fence their property as required	$250
7.15	Failing to properly Muzzle or Leash the vicious Dog while off the Owner's property	$250
7.16	Vicious Dog running at large	$250
7.17	Allowing a Vicious Animal in an off-leash area	$250
7.18	The Owner of a vicious Animal contravening any provision of this Bylaw	$150
8.4	Providing false information to a Peace Officer or the CAO with respect to Ownership of an Animal	$500
8.5	Interfering with or obstructing a Peace Officer in their duties	$500
8.6	Springing, tampering, or damaging a live trap meant to trap an Animal	$75
9.1	The Keeping of an exotic Animal without a proper License	$150

BYLAW #2019-01
VILLAGE OF ACME
IN THE
PROVINCE OF ALBERTA
ANIMAL CONTROL BYLAW

BEING A BYLAW OF THE VILLAGE OF ACME TO REGULATE THE KEEPING OF ANIMALS WITHIN ITS COPORATE LIMITS.

WHEREAS the Council of the Village of Acme supports responsible pet ownership within the Village and will support and enforce that all Owners are caring for and controlling their Animals within the Village;

AND WHEREAS section 7(a) of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, authorizes a municipality to pass Bylaws respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS section 7(h) of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, authorizes a municipality to pass Bylaws respecting wild and domestic Animals and activities in relation to them;

AND WHEREAS Council has deemed it necessary to pass a Bylaw to regulate and control Dogs, Cats and other Animals;

NOW THEREFORE, the Council of the Village of Acme, duly assembled, enacts as follows:

PART 1 - SHORT TITLE

1.1 This Bylaw shall be cited as **"The Animal Control Bylaw"**.

PART 2 - DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires

2.1.1 **"Altered"** means spayed or neutered;

2.1.2 **"Animal"** means any bird, reptile, amphibian, or mammal excluding humans and wildlife, includes domestic dogs and cats;

2.1.3 **"Animal Control Officer"** means CAO, any member of the Royal Canadian Mounted Police, Community Peace Officer, Bylaw Enforcement Officer, or designate; including but not limited to, a person hired or contracted by the Village to enforce the provisions of this Bylaw;

2.1.4 **"Animal Shelter"** means any facility designated by the Village for the care of and impoundment of Animals and includes Premises supplied by an independent contractor;

2.1.5 **"Business Day" or "Day"** means any day that the administration office of the Village of Acme is open for regular business.

2.1.6 **"CAO"** means Chief Administrative Officer for the Village of Acme or his/her designate;

2.1.7 **"Cat"** means any domestic member of the feline family;

2.1.8 **"Cat Trap"** means a humane trap designed to contain a cat without injuring or killing the cat;

2.1.9 **"Competent Person"** means a person who is physically and mentally capable of restraining and controlling an Animal to an extent that the Animal cannot interfere with other persons, Animals, or damage property;

2.1.10 **"Council"** means the body of elected representatives that govern the Village;

2.1.11 **"Dangerous Dog"** means a dog that the courts declare to be dangerous under the *Dangerous Dogs Act R.S.A. 2000 c. D-3* as amended from time to time;

2.1.12 **"Dog"** means any domestic member of the canine family;

2.1.13 **"Fowl"** means a creature with feathers, including all poultry. This does not include small pet birds;

2.1.14 **"Guide Dog"** means a guide dog as defined by the *Blind Persons' Rights Act R.S.A. 2000 c. B-3* as amended;

2.1.15 **"Highway"** means a highway as defined in the *Traffic Safety Act R.S.A. 2000 c.T-6* as amended;

2.1.16 **"Holiday"** means a day declared to be a holiday by Federal, Provincial, or Municipal Statutes;

2.1.17 **"Impound"** means to retain in a place designated by Council;

2.1.18 **"Kennel"** means a shelter, room, or place located in a properly zoned area, according to the Village's *Land Use Bylaw* as amended;

2.1.19 **"Land Use Bylaw"** means the Land Use Bylaw in the Village of Acme as amended;

2.1.20 **"Leash"** means a restraint made of material capable of restraining the Animal on which it is being used;

2.1.21 **"License"** means an Animal license issued by the Village in accordance with the provisions of this Bylaw;

2.1.22 **"License Tag"** means an identification tag issued by the Village showing the license number of a specific Animal;

2.1.23 **"Livestock"** includes but is not limited to:

2.1.23.1 a horse, ass, mule, swine, emu, ostrich, camel, llama, alpaca, sheep, or goat;

2.1.23.2 domestically reared or kept deer, reindeer, moose, elk, or bison;

2.1.23.3 farm bred fur bearing animals including foxes or mink;

2.1.23.4 a member of the bovine species;

2.1.23.5 a member of the avian species, including chickens, turkeys, ducks, geese, or pheasants;

2.1.23.6 bees; and

2.1.23.7 all other animals that are kept for agricultural purposes; but does not include dogs, cats or small pet birds.

2.1.24 **"Municipal Ticket"** means a written notice, in a form approved by the CAO, issued by an Animal Control Officer, to advise a person that a violation of this Bylaw has occurred and that, by payment of a specified amount for the offence within a set time period, that person will avoid prosecution for the offence;

2.1.25 **"Muzzle"** means a device of sufficient strength placed over an Animal's mouth to prevent it from biting;

2.1.26 **"Notice"** means written or verbal communication;

2.1.27 **"Owner" or "Ownership"** means any person:

2.1.27.1 to whom an Animal is licensed pursuant to this Bylaw;

2.1.27.2 who has legal title to the Animal;

2.1.27.3 who has permanent possession, custody, and financial responsibility of an Animal;

2.1.27.4 who temporarily has found or trapped an Animal and has taken control of it for the purposes of locating its Owner and/or turning it over to a pound, Animal shelter, or Animal Control Officer;

2.1.27.5 who harbours the Animal, or allows the Animal to remain on his/her Premises;

2.1.27.6 For the purposes of this Bylaw, an Animal may have more than one Owner, any or all who may be charged under this Bylaw.

2.1.28 **"Person"** means any male or female, firm, corporation, society or partnership;

2.1.29 **"Person"** means any male or female, firm, corporation, society or partnership;

2.1.30 **"Property" or "Premises"** means any vehicles, land, or buildings, excluding dwellings;

2.1.31 **"Running at Large"** means any Animal that is not under control of a Competent Person by means of a Leash and is upon property other than that which the Owner of the Animal has the right of occupancy;

2.1.32 **"Secure Enclosure"** means a building, cage, or fenced area of such construction that will not allow the Animal to jump, climb, dig, or force its way out, and is capable of being locked;

2.1.33 **"Service Dog"** means a service dog as defined in the *Service Dogs Act R.S.A. 2007 c. S-7.5* as amended;

2.1.34 **"Strict Liability Offences"** means liability that is set upon the defendant without need to prove intent, negligence or fault, as long as it can be proven that it was the defendant's object that caused the damage;

2.1.35 **"Vicious Animal"** means any Animal, whether on public or private property, that:

2.1.35.1 has, without provocation, chased, attacked, or bitten any person or Animal, causing physical injury and resulting in a conviction under this Bylaw;

2.1.35.2 has, without provocation, chased, attacked, or bitten any person or Animal on more than one occasion, with or without causing physical injury, and resulting in separate convictions under this Bylaw;

2.1.35.3 has threatened or created the reasonable apprehension of a threat to any person or other domestic Animal;

2.1.35.4 has been declared by a court to be a Vicious Animal, or declared, pursuant to a Bylaw of another municipal jurisdiction, to be a Vicious Animal; or

2.1.35.5 has been made subject to an order under the *Dangerous Dogs Act R.S.A. 2000 c. D-3,* as amended.

2.1.36 **"Violation Ticket"** means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedures Act, R.S.A. 2000, c. P-34*, as amended, and any regulations thereunder;

2.1.37 **"Wildlife"** means wildlife as defined by the *Wildlife Act, R.S.A. 2000, W- 10,* as amended.

2.1.38 **"Village"** means the Village of Acme.

PART 3 - INTERPRETATION

3.1 The provisions of this Bylaw shall apply to any Animal, as specified by this Bylaw.

3.2 In the event of any proceedings under this Bylaw, whether it is the impounding of any Animal or the commencement of any proceedings by way of summons, the burden of establishing Ownership and whether any Animal is under the control of a competent person shall be upon the Owner.

3.3 The Owner of an Animal is guilty of an offence if the Owner fails to comply with any of the provisions of this Bylaw and is subject to the penalty as specified in "Schedule C – Prescribed Penalties" attached to and forming part of this Bylaw.

PART 4 - SPECIFIC PROHIBITIONS

4.1 No person will have possession of or keep wildlife within the Village of Acme.

4.2 No person will have possession of or keep any of the following within the Village of Acme:

4.2.1 livestock, other than one pet rabbit per household;

4.2.2 pot-bellied pigs;

4.2.3 poultry or fowl;

4.2.4 bees; or

4.2.5 species deemed to be dangerous or infectious by a medical officer of health or veterinarian.

4.3 Notwithstanding Sections 4.1 and 4.2, livestock may be kept temporarily within the following locations:

4.3.1 veterinary clinics or animal hospitals;

4.3.2 exhibition grounds; or

4.3.3 those areas of the Village which are classified as agricultural in compliance with the Land Use Bylaw.

PART 5 - LICENSING OF ANIMALS

Requirements of Licenses

5.1 Every resident of the Village of Acme who is the Owner of a dog or cat shall annually purchase a

License from the Village for each dog or cat owned as per "Schedule B – Rates and Fees" attached to and forming part of this Bylaw.

5.1.1 on or before January 31 of the current license year;

5.1.2 within thirty (30) days following the dog or cat having attained three (3) months of age;

5.1.3 within thirty (30) days after acquiring possession of the dog or cat; or

5.1.4 within thirty (30) days after establishing residence in the Village; whichever date is the latter.

5.2 A License shall be valid from January 1 to December 31 regardless of the actual date upon which the License was purchased.

5.3 Before the issuance or renewal of a license, the Owner must submit to the Village:

5.3.1 a completed written application in the form specified by the Village;

5.3.2 the license fee as established by "Schedule B – Rates and Fees" attached to and forming part of this Bylaw;

5.3.3 proof of the dog or cat being altered, if applicable;

5.3.4 proof of the dog or cat being vaccinated for Rabies, unless deemed nonapplicable due to age or another reason decided by the CAO; and

5.3.5 any additional information required by the CAO.

5.4 Where a license is required and has been paid for by the tender of an uncertified cheque, the license is automatically revoked if the cheque is not accepted by the bank on which it was issued.

5.5 No person shall be entitled to a license rebate or refund under this Bylaw.

5.6 Every Owner named on a Village dog or cat license shall be at least eighteen (18) years of age.

5.7 An Animal left in the care of a person for a period of thirty (30) consecutive days or more shall be deemed to belong to that person and that person shall be responsible for all provisions of this Bylaw as the Owner of the Animal.

5.8 Any Owner of an Animal which is not licensed, and which is required to be licensed pursuant to this Bylaw, is guilty of an offence as per "Schedule C – Prescribed Penalties" attached to and forming part of this Bylaw.

5.9 Any person who provides the Village with false or misleading information with respect to the information required in accordance with this Bylaw is guilty of an offence as per "Schedule C – Prescribed Penalties" attached to and forming part of this Bylaw.

Non-Resident Animals

5.10 Licensing provisions of this Bylaw shall not apply to a Dog or Cat accompanying a person temporarily in the Village on business or vacation for a period:

5.10.1 not exceeding thirty (30) days;

5.10.2 not exceeding ninety (90) days in a calendar year if the Dog or Cat is licensed in another municipality; however, the Owner must provide the Village with:

5.10.3 satisfactory proof of licensing in another municipality; and

5.10.4 record of the dog or cat's basic information, reason, place and length of stay;

5.10.5 not exceeding ninety (90) days in a calendar year if the Dog or Cat permanently resides in another municipality that does not require licensing of Dogs and Cats:

5.10.6 satisfactory proof of non-licensing requirement in another municipality; and

5.10.7 record of the dog or cat's basic information, reason, place and lengthof stay.

5.10.8 The CAO may authorize in writing an extended period of time.

Exemptions

5.11 Annual licensing fees shall be waived for the following:

5.11.1 a Registered Guide Dog; and

5.11.2 a Registered Service Dog.

All other provisions of this Bylaw shall still apply.

5.12 Animals in the Village for parades, gymkhanas, exhibitions and rodeos duly authorized by the Village are not subject to the provisions of this Bylaw, provided, that in all instances such Animals are under the direct care and supervision of competent persons.

Police Service Dogs

5.13 This Bylaw does not apply to an RCMP Service Dog while it is in active service.

Number of Animals

5.14 No person shall keep, harbour, or have more than three (3) dogs or three (3) cats or a total of four (4) Animals per dwelling unit.

5.15 Any person who owns, keeps, or harbours more than three (3) dogs or three (3) cats or a total of four (4) Animals over the age of three (3) months without obtaining the required development

permit and business license for a kennel in accordance with the Village's *Land Use Bylaw,* is guilty of an offence as per "Schedule B – Rates and Fees" attached to and forming part of this Bylaw.

5.16 Notwithstanding Sections 5.14 and 5.15, any person who has more than three (3) dogs or three (3) cats or a total of four (4) Animals properly licensed with the Village in accordance with the *Animal Control Bylaw #2016-08* prior to the date of repeal, may renew the licenses for said licensed Animals. Any such licenses in excess of the number permitted under this Bylaw will cease to be valid upon the transfer of Ownership, relocation from Village, or death of said Animal(s) until such time as the number of Animals owned by a person becomes compliant with this Bylaw.

5.17 Subject to the provisions of the *Land Use Bylaw*, Section 5.14 does not apply to a business licensed by the Village to provide kenneling, animal care, or veterinary services.

License Tag

5.18 The Owner or any other person having care or control of a dog or cat shall, at all times while it is off the property of the Owner, ensure the dog or cat wears a collar and current license tag issued by the Village.

5.19 In case a dog or cat license tag is lost or destroyed, the Owner shall contact the Village within ten (10) days and a replacement tag will be issued upon payment of the fee as specified in "Schedule B – Rates and Fees" attached to and forming part of this Bylaw, provided records indicate such a payment was made.

5.20 License tags are not transferable from one Animal to another.

Revoking of a License

5.21 The CAO may revoke any license if;

5.21.1 the Owner fails to comply with the conditions of the license;

5.21.2 the license was issued on the basis of incorrect information, or misrepresentation by the applicant;

5.21.3 the Animal is deemed Vicious;

5.21.4 the license was issued in error; or

5.21.5 the Owner breaches a provision of this Bylaw.

In the case of a revocation of license, the Owner will be given reasons in writing. The revocation may be appealed through the same process as provided for in Part 11.2 to Part 11.4 of this Bylaw.

Animal Services

5.22 No person shall breed Animals within the Village unless a business license for a kennel is obtained from the Village pursuant to the Land Use Bylaw and the Business License Bylaw.

5.23 No person shall provide pet care services, as defined by the Land Use Bylaw, within the Village without an approved development permit pursuant to the Land Use Bylaw and a business license pursuant to the Business License Bylaw.

PART 6 - RESPONSIBILITY OF OWNERS

Running at Large

6.1 The Owner of an Animal shall:

6.1.1 ensure that the Animal is not running at large;

6.1.2 ensure that the Animal, when not on the Owner's property, is leashed and under the control of a competent person; and

6.1.3 ensure that when an Animal defecates on any public or private property other than the property of the Owner, the feces shall immediately be removed and properly disposed of in a garbage receptacle.

6.2 The Owner of a female Animal in heat shall keep the female housed or confined throughout the entire heat period unless the Animal is being walked on a leash.

Health of Animals

6.3 Owners shall provide their Animal with food, fresh water, and adequate shelter, as per the *Animal Protection Act, R.S.A. 2000, c. A-41*, as amended.

6.4 No Owner shall keep, harbour, or have custody of any Animal over three (3) months of age within the boundaries of the Village without having such Animal vaccinated for rabies.

Communicable Diseases

6.5 An Owner of an Animal which is suffering from a communicable disease as defined by Federal or Provincial authorities shall:

6.5.1 not permit the Animal to be in a public place;

6.5.2 not keep the Animal in contact with or in proximity to any other Animal free of such disease;

6.5.3 keep the Animal secured within the Owner's residence or tied up in the Owner's yard; and

6.5.4 immediately report the matter to the Animal Control Officer and a veterinarian.

Nuisance Behaviour

6.6 The Owner of an Animal shall ensure that such Animal shall not bark, howl, or otherwise make or cause a noise which disturbs any person(s).

6.7 Animal Owners shall ensure that their Animal shall not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about Premises not belonging to the Owner of the Animal.

Threatening Behaviour

6.8 Animal Owners shall ensure that their Animal shall not:

6.8.1 bite, or chase other Animals, bicycles, automobiles, or other vehicles;

6.8.2 chase or otherwise threaten a person(s), whether on the property of the Owner or not, unless the person(s) chased or threatened is a trespasser on the property of the Owner;

6.8.3 cause damage to property or other Animals, whether on the property of the Owner or not;

6.8.4 do any act that injures a person(s) whether on the property of the Owner or not;

6.8.5 bite a person(s), whether on the property of the Owner or not;

6.8.6 attack a person or persons, whether on the property of the Owner or not;

6.8.7 attack a person(s), whether on the property of the Owner or not, causing severe physical injury; or

6.8.8 cause death to another Animal.

6.9 No Owner shall use or direct an Animal to attack, chase, harass, or threaten a person or Animal.

Animals in Prohibited Areas

6.10 The Owner of an Animal shall ensure that such animal does not enter or remain in or on:

6.10.1 a school ground, playground, sports field, wading, or swimming area; or

6.10.2 any other area where Animals are prohibited by posted signs.

Abandoned Animals

6.11 An Animal shall be considered abandoned when:

6.11.1 the Animal is left behind at a Premises or in a neighbourhood after the Owner has moved away;

6.11.2 the Animal, for whatever reason, is running at large and the Owner has not made reasonable attempts to locate the Animal; or

6.11.3 the Owner, for whatever reason cannot be located.

Animals in Motor Vehicles

6.12 Animals shall only be permitted to ride in the passenger cab of a motor vehicle regardless of whether the motor vehicle is moving or parked and/or on public or private property when:

6.12.1 there is adequate ventilation and temperature control provided for the health and well-being of the Animal; and

6.12.2 the Animal is restricted and restrained so as to prevent the Animal's escape from the vehicle, or its access to persons or Animals in the vicinity of the vehicle.

6.13 A driver of a vehicle shall not permit any Animal to occupy the front seat of the vehicle in such a manner so as to impede the driver in the free and uninterrupted access to and use of the steering wheel, brakes, and other equipment required to be used for the safe operation of the vehicle.

6.14 A person may allow an Animal to be outside of the passenger cab of a motor vehicle, including riding in the back of a pickup or flatbed truck if the Animal is:

6.14.1 in a fully enclosed trailer;

6.14.2 in a ventilated topper enclosing the bed area of a truck;

6.14.3 contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or

6.14.4 securely tethered in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.

Designated Areas and Parks

6.15 Council may designate a public area in which no Animals are allowed and may post signs to this effect.

6.16 Council may designate any public area where an Animal may be exercised while not restrained by a leash.

6.16.1 No Owner of a Vicious dog shall permit the dog to be in an off-leash area at any time;

6.16.2 The provisions of this Bylaw apply, with all necessary modifications, to an off-leash area.

6.17 The Owner of an Animal shall carry a leash while with an Animal in a designated off-leash area.

6.18 The Owner of an Animal is guilty of an offence if the Animal is in an off-leash area and exhibits threatening behavior toward any other Animal or a person and the Owner fails to secure and/or remove the Animal immediately from the off-leash area.

Interference

6.19 No person other than the Owner shall:

6.19.1 untie or loosen an Animal which is not in distress, as defined by the *Animal Protection Act* as amended; or

6.19.2 willfully or negligently open a gate, door or other opening in a fence, pen or enclosure in which an Animal has been confined.

6.20 No person shall abuse, tease, torment, or provoke an Animal.

PART 7 - VICIOUS ANIMALS

Insurance

7.1 The Owner of a Vicious Animal shall have liability insurance specifically covering any damages from personal injury caused by the Vicious Animal of not less than three million dollars ($3,000,000).

Signage

7.2 The Owner of a Vicious Animal shall:

7.2.1 display signage at each entrance to the Owner's property and on the secure enclosure in which the Vicious Animal is confined; and

7.2.2 purchase signs, as specified in Schedule "A" of this Bylaw, warning of the presence of a Vicious Animal on the Owner's property.

Licensing Requirements for Vicious Animals

7.3 The Owner of an Animal that has been declared a Vicious Animal pursuant to this Bylaw shall submit an application for a Vicious Animal license from the Village immediately upon becoming the Owner of a Vicious Animal.

7.4 A Vicious Animal license shall be issued to the Owner of a Vicious Animal provided the Owner has:

7.4.1 completed an application as specified by the Village;

7.4.2 paid the annual license fee for a Vicious Animal as specified in the *Fees and Rates Bylaw: Animal Control;* and

7.4.3 supplied to the Village satisfactory proof that:

7.4.3.1 the Animal has been tattooed or implanted with an electronic identification microchip by a veterinarian;

7.4.3.2 the Animal has a current vaccination for rabies;

7.4.3.3 the Animal has been altered by a veterinarian;

7.4.3.4 the Owner has a secure enclosure capable of preventing entry of any person except the Owner, and escape of the Animal, in accordance with Section 7.13 of this Bylaw;

7.4.3.5 the Owner has a valid liability insurance policy as required by this Bylaw;

7.4.3.6 clear and visible signs have been posted on the Owner's property warning of the presence of a Vicious Animal, as required by this Bylaw; and

7.4.3.7 submitted any additional information as required by the CAO or Animal Control Officer in a timely manner.

7.5 Upon receipt of a written application to license a Vicious Animal, an Animal Control Officer is authorized to enter upon the property of the Owner to inspect any place where the Animal will be kept, including, but not limited to the secure enclosure, to ensure it meets the requirements of this Bylaw.

7.6 No Owner of a Vicious Animal may own, keep, or have more than one (1) Vicious Animal on the Premises at any time.

Declaration

7.7 An Animal may be declared by an Animal Control Officer or the CAO to be a Vicious Animal pursuant to this Bylaw and will be licensed as such by the Village and subject to special provisions of this Bylaw pertaining to Vicious Animals.

7.8 The Owner of an Animal declared to be Vicious pursuant to this Declaration shall be served with a Notice setting out the reasons therefore, the responsibilities of an Owner of a Vicious Animal pursuant to this Bylaw, and the process of an appeal available to the Owner.

7.9 Within two (2) business days after the end of the appeal period of an Animal being declared a Vicious Animal, the Owner must become compliant with this Bylaw.

Responsibility of Owners of Vicious Animals

7.10 The Owner of a Vicious Animal shall:

7.10.1 ensure that the Animal wears a current license tag issued by the Village securely attached to a collar at all times;

7.10.2 when selling or otherwise giving the Animal to a new Owner within the Village, fully inform the new Owner that the Animal has been declared a Vicious Animal by the Village; and

7.10.3 notify the Village of the change in Ownership of the Animal or the death of the Animal within two (2) business days of the date of change in Ownership or death.

7.11 When a Vicious Animal is on the Premises of the Owner, the Owner or any other person having care or control of a Vicious Animal, shall, at all times, ensure that:

7.11.1 the Animal is confined indoors, or

7.11.2 when the Animal is not confined indoors, it is confined in a locked, secure enclosure that complies with the provisions of Section 7.13.

7.12 The Owner of a Vicious Animal shall ensure the Animal does not:

7.12.1 chase or otherwise threaten a person(s), whether on the property of the Owner or not, unless the person(s) chased or threatened is a trespasser on the property of the Owner;

7.12.2 cause damage to property or other Animals, whether on the property of the Owner or not;

7.12.3 bite a person(s), whether on the property of the Owner or not;

7.12.4 attack a person(s), whether on the property of the Owner or not, causing severe physical injury; or

7.12.5 cause death to another Animal.

Secure Enclosure

7.13 For the purposes of this Bylaw, a secure enclosure shall:

7.13.1 be of minimum dimensions of one and one half (1.5) meters by three (3) meters and two (2) meters in height;

7.13.2 have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded into the ground to a minimum depth of thirty (30) centimeters;

7.13.3 not be located within two (2) meters of the property line of the Owner or within five (5) meters of a neighbouring residential dwelling; and

7.13.4 provide shelter from the elements.

Fencing

7.14 The Owner shall fence the yard of property to the maximum height as per the *Land Use Bylaw*.

Vicious Animal off Owner's Property

7.15 At all times, when a Vicious Animal is off the property of the Owner, the Owner or any other person having care or control of the Vicious Animal, shall ensure that the Animal is:

7.15.1 securely muzzled;

7.15.2 secure in a harness or leash which shall not exceed 1.0 meter in length and is adequate to control the Animal;

7.15.3 under the control of a competent person who is at least eighteen (18) years of age;

7.15.4 not running at large.

7.16 If the Animal is running at large, the Village must be notified immediately.

7.17 The Animal is prohibited from any off-leash area.

7.18 An Owner of a Vicious Animal who contravenes any provision of this Bylaw is guilty of an offence and is subject to penalties applicable as provided for in the *Fees and Rates Bylaw: Animal Control.*

PART 8 - ANIMAL CONTROL AUTHORITY

Seizure and Impounding

8.1 An Animal Control Officer may capture and impound any Animal:

8.1.1 which has engaged in any activity that contravenes any provision of this Bylaw; or

8.1.2 which is required to be impounded pursuant to the provisions of any statute of Canada or the Province of Alberta, or any regulation thereunder.

8.2 An Animal Control Officer may enter any Property or Premises for the purpose of impounding and capturing of an Animal pursuant to this Bylaw.

8.3 An Animal Control Officer may use any humane method, including but not limited to, the use of capture devices or tranquilizer equipment to capture an Animal that is subject to impoundment pursuant to this Bylaw.

Obstruction

8.4 Any person, whether or not the Owner, who withholds or provides false or misleading information with respect to Ownership of an Animal to an Animal Control Officer who is conducting an investigation with respect to an offence or alleged offence under this Bylaw, is guilty of an offence as specified by "Schedule C – Prescribed Penalties" attached to and forming part of this bylaw.

8.5 Any person who willfully interferes with or obstructs an Animal Control Officer who is attempting to capture or impound an Animal, or is in possession of an Animal captured or impounded pursuant to this Bylaw, is guilty of an offence as specified by "Schedule C – Prescribed Penalties" attached to and forming part of this bylaw.

8.6 Any person who springs or otherwise tampers with or damages a live trap in which Animals are to

be trapped, or have been trapped, so as to allow any Animal to escape from the trap, is guilty of an offence as specified in "Schedule C – Prescribed Penalties" attached to and forming part of this bylaw.

Impounded Animals

8.7 An impounded Animal may be reclaimed by or on behalf of the Owner after payment is made to the Village during normal office hours of:

8.7.1 any required Animal licence fee;

8.7.2 the other fees as set out in "Schedule B – Rates and Fees" attached to and forming part of this Bylaw, relating to the Animal's capture, impoundment, care, and sustenance; and

8.7.3 the costs of any required veterinary services provided. For the purposes of this section, "day" means any day of the week, including weekends and holidays, or any portion thereof, when calculating number of days for care and sustenance.

8.8 An impounded Animal will be retained for a maximum of three (3) days.

8.9 An Animal Control Officer may retain an Animal for a longer period than provided in Section 8.8 of this Bylaw, if it is determined that circumstances warrant the extension. The decision to allow such an extension is at the discretion of the Animal Control Officer. All additional expenses are the responsibility of the Owner.

8.10 An impounded Animal that is not claimed within the applicable time period and in accordance with the provisions of this Bylaw, may be disposed of under the authorization of an Animal Control Officer by:

8.10.1 selling or adopting out; or

8.10.2 euthanization.

8.11 In the case of an Animal that is obviously in extreme distress due to injury, an Animal Control Officer may cause the Animal to be euthanized in a humane manner without consulting a veterinarian when such consultation cannot be done in a timely manner.

8.12 When an impounded Animal is disposed of in accordance with Section 8.10.1 of this Bylaw, the Owner at the time it was impounded shall cease to have any right to the Animal and such right or title shall transfer to a person who has adopted the Animal.

Adoption

8.13 Any person(s) adopting an impounded Animal shall:

8.13.1 complete an application in the form specified by the Village;

8.13.2 pay the adoption fee as specified in the *Fees and Rates Bylaw: Animal Control;* and

8.13.3 comply with this Bylaw if the Animal will reside within the Village.

PART 9 - EXOTIC ANIMALS

9.1 No person shall keep or cause to be kept any snake, reptile, lizard, insect, or arachnid not otherwise prohibited by this Bylaw unless housed in an escape-proof enclosure.

9.2 Licensing of an exotic Animal is at the sole discretion of the CAO and is not guaranteed.

9.2.1 licensing will be only be considered upon receipt of a written application in the form specified by the Village;

9.2.2 any fees as specified in "Schedule B – Rates and Fees" attached to and forming part of this bylaw shall apply;

9.2.3 the provisions of any statute of Canada of the Province of Alberta, or any regulation thereunder must be followed.

PART 10 - ENFORCEMENT PROCEDURES

Issuing of Tickets

10.1 Where an Animal Control Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he may serve such person a violation ticket in accordance with Part 2 of the *Provincial Offences Procedure Act, R.S.A. 2000, c. P-34* as amended.

10.2 Notwithstanding Section 10.1, an Animal Control Officer may, in lieu of prosecution, issue to any person a municipal ticket in a form as approved by the CAO.

10.3 A person who has been issued a Bylaw violation pursuant to this Bylaw and who has paid the penalty in lieu of prosecution within the time specified shall not be liable for prosecution.

10.4 A municipal ticket shall be deemed to be sufficiently served if:

10.4.1 served personally on the Owner of the Animal, or left at the Owner's residence; or

10.4.2 mailed to the address of the Owner of the Animal.

Continuing Offences

10.5 Penalties for a second and subsequent offence will be applicable, where those offences occur within one (1) year of the previous offence.

10.6 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part day, on which the offence continues. Any person guilty of such an offence is liable to a fine in the amount not less than that established by this Bylaw for each such day.

Summary Convictions

10.7 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine of not more than $5,000 and not less than $100 and in default of payment is liable to imprisonment for a term not exceeding six (6) months.

10.8 Notwithstanding Section 10.10, the minimum fine on summary conviction with respect to this Bylaw in relation to a Vicious Animal shall be $750.

10.9 The specified penalty in respect of a contravention of a specific provision of this Bylaw is the amount provided for in "Schedule B – Rates and Fees" attached to and forming part of this Bylaw.

Additional Penalties

10.10 A Provincial Court Judge or Justice may, upon convicting the Owner of an Animal, in addition to penalties provided for in this Bylaw:

10.10.1 direct or order the Owner of the Animal to:

10.10.1.1 take measures to stop the Animal from engaging in any activity that constitutes a contravention of this Bylaw;

10.10.1.2 have the Animal removed from the Village;

10.10.1.3 have the Animal euthanized; or

10.10.1.4 be prohibited from owning any Animal for a specified period of time.

10.10.2 declare the Animal involved in the contravention resulting in the conviction to be a Vicious Animal pursuant to this Bylaw.

PART 11 - NOTICES

11.1 For the purposes of this Bylaw, a Notice will be deemed to have been sufficiently served when:

11.11.1 served personally upon the Owner of the Animal, or served upon any person who is eighteen (18) years of age or older who resides in the same residence as the Owner of the Animal; or

11.11.2 the Owner of the Animal, or any person who is eighteen (18) years of age or older who resides in the residence where the Animal is kept, is notified verbally by an Animal Control Officer, and a written Notice is sent by regular or registered mail or by electronic means to the Owner as soon as practicable thereafter; or

11.11.3 the Notice is posted in a conspicuous location on the Premises of the Owner.

Appeal

11.2 A Notice issued pursuant to this Bylaw may be appealed in writing to the CAO within seven (7) days of being served with a Notice.

11.3 A decision on an appeal made pursuant to Section 11.2 will be communicated to the appellant in writing within seven (7) days of receipt of the appeal.

11.4 Where a Notice has been served on the Owner of an Animal declared to be a Vicious Animal by an Animal Control Officer, the Animal will be deemed to be a Vicious Animal throughout any appeal proceedings until a decision arising from an appeal is rendered that the Animal is not a Vicious Animal.

PART 12 - GENERAL

12.1 Whenever the singular masculine gender is used in this Bylaw, the same shall include the feminine and neutral gender whenever context requires.

12.2 No action or damages shall be taken against the Village or any person acting under the authority of this Bylaw in respect of the impoundment, adoption, destruction, sale, or disposal of any Animal dealt with pursuant to this Bylaw.

12.3 All monies received for licensing, impoundment fees, veterinary services, or sale of an Animal become part of the general revenue of the Village.

12.4 It is the intention of Council that all offences created pursuant to this Bylaw be considered as being Strict Liability Offences.

12.5 It is the intention of Council that each section of this Bylaw be considered as being separate and severable from all other sections. Should any section of this Bylaw be found to have been improperly enacted, such section or part shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall be fully effective and enforceable.

12.6 Without restricting any other power, duty, or function granted by this Bylaw, the CAO may:

12.6.1 carry out whatever inspections are reasonably required to determine compliance with this Bylaw;

12.6.2 delegate any powers, duties or functions under this Bylaw to an employee of the Village; and

12.6.3 create forms for the purposes of this Bylaw.

PART 13 - TRANSITIONAL

13.1 An existing license issued under Bylaw #2016-08 remains valid until the term of such license expires.

PART 14 - REPEAL

14.1 Bylaw No. 2016-08 and any amendments thereto are hereby repealed.

14.2 Bylaw No. 2015-07 and any amendments thereto are hereby repealed.

14.3 Bylaw No. 5-1979 and any amendments thereto are hereby repealed.

14.4 Bylaw No. 2000-2 and any amendments thereto are hereby repealed

14.5 Bylaw No. 3-1980 and any amendments thereto are hereby repealed

14.6 Bylaw No. 7-89 and any amendments thereto are hereby repealed.

14.7 Bylaw No. 2018-15 Animal Control Bylaw adopted on the 10th Day of December 2018 is hereby repealed.

PART 15 - ENACTMENT

15.1 This Bylaw shall come into force and effect upon the date of the passing of the third and final reading and signing thereof.

READ a first time this 25th day of February 2019.

Bruce McLeod
Mayor

Catherine Murray
Chief Administrative Officer

READ a second time this 25th day of February 2019.

Bruce McLeod
Mayor

Catherine Murray

Chief Administrative Officer

MOTION TO PROCEED TO THIRD READING CARRIED UNANIMOUSLY

READ a third and final time and passed this 25th day of February 2019.

Bruce McLeod
Mayor

Catherine Murray
Chief Administrative Officer

Schedule "A" Vicious Dog Signage

Warning signs for a Vicious Dog must meet the following specifications:

1. Be a minimum six (6) inches by six (6) inches (15 cm by 15 cm) in size.
2. Contain the word "WARNING" or "DANGER" in minimum ¾" (2 cm) size font.
3. Contain wording identifying a "VICIOUS DOG on Premises".
4. Contain a visual warning symbol of a dog.
5. Be made of a rigid material that is resistant to weather and capable of being attached outdoors to a secure enclosure or fence.

A sample sign (not to scale):



Schedule "B" Rates and Fees

Dog and Cat Licenses			
Prior to January 31st		**After January 31st**	
Sterilized	$20.00	Sterilized	$35.00
Unsterilized	$35.00	Unsterilized	$65.00
Vicious Dog	$500.00	Vicious Dog	$1,000.00
Replacement License Tags	$5.00		
Impound Fees shall be as charged by the kennel plus 15% Administration fee			

Licensing fees shall only be prorated for animals acquired during the year (proof of purchase/adoption is required), and those residents who move to Acme during the year.

Schedule "C" Prescribed Penalties

Section	Offence	1st Offence	Subsequent Offence
4.1	Keeping Wildlife within the Village of Acme.	$500	$1,000
4.2	Keeping livestock within the Village of Acme (except one pet rabbit per household).	$500	$1,000
9.1	The keeping of an exotic animal without a proper license.	$150	$350
5.1	Failing to license a dog or cat (excluding vicious dogs).	$250	$500
5.14	Having more than the allowed number of dogs and/or cats in one residence without securing a kennel license.	$100	$150
6.1.1	Animal (dog or cat) running at large.	$100	$200
6.1.2	Failing to ensure that an animal is leashed and under the control of a competent person when not on the owners property.	$150	$250
6.1.3	Failing to immediately remove animal feces while off the property of the owner.	$150	$250
6.2	Failing to keep a female animal that is in heat properly confined.	$250	$500
6.3	Failing to provide a dog or cat with adequate food, fresh water, or shelter.	$250	$500
6.5	Failure to vaccinate a dog or cat for rabies.	$250	$500
6.6	Animal creating a nuisance.	$150	$250
6.7	Animal upsetting any waste receptacles or scattering their contents on any premises not belonging to the owner of the animal.	$150	$250
6.8	Dog behaving threatening to a person or other animals.	$150	$300
6.8	Dog harming a person or other animal.	$500	$1,000
6.10	Dogs or cats in prohibited areas.	$75	$150
6.12	Failing to provide adequate ventilation or temperature control for an animal in a motor vehicle.	$250	$500
6.13	Failing to properly secure an animal in a vehicle.		
7.2	The owner of a vicious dog failing to display appropriate signage as required.	$250	$500
7.13	The owner of a vicious dog failing to secure the vicious dog as required.	$250	$500
7.14	The owner of a vicious dog failing to fence their property as required.	$250	$500
7.15	Failing to properly muzzle or leash the vicious dog while off the owners property.	$250	$500
7.16	Vicious Dog running at large.	$250	$500
8.4	Providing false information to an Animal Control Officer or the CAO with respect to ownership of an animal.	$500	$1,000
8.5	Interfering with or obstructing an Animal Control Officer in their duties.	$500	$1,000
8.6	Springing, tampering or damaging a live trap meant to trap an animal.	$75	$150
	Any violation of Any section not already included in this list.	$150	$350

REQUEST FOR DECISION

AGENDA ITEM
9.1

Subject: **Accounts Payable**

Meeting Date: Monday, October 26, 2026

Presented By: Administrative Advisor

Link to Strat Plan: Level of Service

Recommended Motion:	That Council approve payment of the Accounts Payable listing of October 26, 2026 in the amount of $71,313.89.

Background/ Proposal	The Accounts Payable listing of October 26, 2026 has been circulated for Council's information.
Discussion/ Options/ Benefits/ Disadvantages:	NA
Financial Implications:	Expenses are incurred according to the approved Operating and Capital Budgets.
Council Options:	Council may accept the listing for information.
Recommended Engagement:	
Attachments:	NA
Follow-up Actions:	NA

Approval:
Mike Haugen, Advisor

CAO Report – Council Meeting – October 26th, 2026

Infrastructure Update

Troubleshooting of minor and normal issues is occurring.

Development

The Village continues to field normal development related questions.

Village staff recently met with a prospective businesses owner as part of the Rural Entrepreneur Stream program.

Legislative

Recruitment of a new CAO is ongoing. The posting has now closed. Council should expect to shortlist candidates soon and proceed with interviews shortly thereafter.

At the time of writing, my last final day at the Village Office appears to by November 10th. Until that time I will continue to establish a transition for the permanent person.

COMMUNITY

Nothing to report.