Town of Bon Accord
AGENDA
Committee of the Whole Meeting
August 28, 2025 2:00 p.m. in Council Chambers
Live streamed on Bon Accord YouTube Channel

1. CALL TO ORDER AND LAND ACKNOWLEDGEMENT

2. ADOPTION OF AGENDA

3. UNFINISHED BUSINESS

3.1. Meeting Invitation – Minister of Municipal Affairs (enclosure)

4. NEW BUSINESS

5. BYLAWS/POLICIES/AGREEMENTS

5.1. Acceptable Use and Information Security Policy (enclosure)
5.2. Ice Allocation Policy (enclosure)
5.3. Cemetery Bylaw (enclosure)

6. CLOSED SESSION

6.1. Land Acquisition, Stormwater Park Project – ATIA Section 19 Disclosure harmful to business interests of a third party, Section 29 Advice from officials, and Section 32 Privileged information
6.2. Development Matter, Lot 3, Block A, Plan 5261BA– ATIA Section 26 Disclosure harmful to intergovernmental relations, Section 32 Privileged information
6.3. Enforcement Matter - ATIA Section 20 Disclosure harmful to personal privacy, Section 26 Disclosure harmful to intergovernmental relations, and Section 29 Advice from officials
6.4. Property Transaction, 9022300 Lot 2 – ATIA Section 19 Disclosure harmful to business interests of a third party, Section 29 Advice from officials, Section 30 Disclosure harmful to economic and other interests of a public body, and Section 32 Privileged information
6.5. Community Hall – Program and Event Support – ATIA Section 19 Disclosure harmful to business interests of a third party and Section 29 Advice from officials

7. ADJOURNMENT

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TOWN OF BON ACCORD

REPORT TO COUNCIL

Meeting:	Committee of the Whole Meeting
Meeting Date:	August 28, 2025
Presented by:	Jodi Brown, Town Manager
Title:	**Meeting Invitation – Minister of Municipal Affairs**
Agenda Item No.	3.1

BACKGROUND/PROPOSAL

On August 18, 2025, the Town received an invitation from the Honourable Dan Williams, Minister of Municipal Affairs, to request a meeting during the 2025 Alberta Municipalities (ABmunis) Fall Convention in Calgary on November 12th – 14th, 2025.

During the August 19th, 2025, Regular Council Meeting, Council resolved to direct administration to bring this back to the August 28, 2025, Committee of the Whole Meeting to discuss 3 potential topics that Council would like to discuss with the Minister.

The deadline to submit the request to Municipal Affairs for a meeting with the Minister including the chosen topics is September 12th, 2025.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

As noted in the invitation, the meeting topics should connect clearly to the mandate of Municipal Affairs. This may include municipal governance, local government support, property assessment and taxation, and related grants and programs.

Therefore, potentially relevant advocacy topics for this department may include:

Core Municipal Governance & Funding

- Stable, predictable municipal funding (e.g., LGFF – Local Government Fiscal Framework).
- Flexibility in municipal grant programs to meet local needs---particularly, support for small and rural municipalities struggling with limited tax base—perhaps a system and process for applying for financial support for a specific project or issue, not covered by other grants or to address emergent issues.

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Local Government Operations

- Assessment and taxation fairness, especially the collection of taxes on behalf of the province such as education tax or tax from other entities.
- Modernization of the Municipal Government Act (MGA) to reflect evolving needs of municipalities. Council may wish to provide feedback on recent changes to the Municipal Government Act and/or other legislation.
- Support for intermunicipal collaboration (regional partnerships, shared services). The 54th Avenue project would fit into this category and would therefore be a relevant project.

Governance & Capacity

- Funding support for training and resources for councils and municipal staff (governance, financial management, land use planning), particularly for small communities with a limited tax base.
- Streamlined municipal approvals for land use planning and development, when tied to municipal authority.

Emergency & Disaster Support

- Disaster Recovery Program (DRP) improvements – faster approvals and payments to municipalities.
- Emergency management support for small municipalities (training, cost recovery, disaster preparedness).

Topics that are better suited to other ministries (not Municipal Affairs):

- Highway construction/maintenance → Transportation and Economic Corridors.
- Crime prevention, policing, or RCMP funding → Public Safety & Emergency Services.
- Healthcare, housing, homelessness, addiction services → Health / Seniors, Community and Social Services.
- Economic diversification, tourism, job creation → Jobs, Economy and Trade / Forestry and Parks.

Council may consider seeking a meeting with any of the above Ministers to advocate for other topics as well.

STRATEGIC ALIGNMENT

Value Statement: Collaboration

- Discussion is welcome from all levels of government, neighboring communities, residents and businesses in the Town, the place we call home.

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Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

The annual operating budget would be impacted by Council's attendance of the Alberta Municipalities Annual Fall Convention in Calgary, Alberta. This attendance has already been approved in the budget and staff have registered all of Council (and the Town Manager) and booked hotel rooms.

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From:	Jessica Spaidal
To:	Jessica Spaidal
Subject:	FW: Invitation to meet with Minister Dan Williams
Date:	August 13, 2025 9:32:44 AM
Attachments:	2025 ABmunis Meeting Template.xlsx

From: MA Engagement Team <ma.engagement@gov.ab.ca>
Sent: August 13, 2025 8:53 AM
To: MA Engagement Team <ma.engagement@gov.ab.ca>
Cc: Ijeoma Okolo <Ijeoma.Okolo@gov.ab.ca>
Subject: Invitation to meet with Minister Dan Williams

Dear Chief Administrative Officer:

I am writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Dan Williams, Minister of Municipal Affairs, at the 2025 Alberta Municipalities (ABmunis) Fall Convention, scheduled to take place at the Calgary TELUS Convention Centre from November 12-14, 2025. These meetings will be in person at the convention centre, as scheduling permits.

Should your council want to meet with Minister Williams during the convention, please submit a request by email with three potential topics for discussion to ma.engagement@gov.ab.ca **no later than September 12, 2025**. The meeting request template is attached.

We generally receive more requests than can be reasonably accommodated over the course of the convention. Requests meeting the following criteria will be given priority for meetings during the convention:

- Municipalities that identify up to three discussion topics related to policies or issues directly relevant to the Minister of Municipal Affairs and the department.
  - Please ensure details on the discussion topics are provided.
- Priority will be given to requests from municipalities at a distance from Edmonton and to municipalities that Minister Williams has not yet had an opportunity to meet with.

Meeting requests received after the deadline will not be considered for the convention.

Meeting times with the Minister are scheduled for approximately 15 minutes. This allows the Minister to engage with as many councils as possible. All municipalities that submit meeting requests will be notified at least two weeks prior to the convention as to the status of their request.

Municipal Affairs will make every effort to find alternative meeting opportunities throughout the remainder of the year for municipalities the Minister is unable to accommodate during the convention.

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Thank you.

Engagement Team
Municipal Services Division
Municipal Affairs

Classification: Protected A

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TOWN OF BON ACCORD

REPORT TO COUNCIL

Meeting:	Committee of the Whole Meeting
Meeting Date:	August 28, 2025
Presented by:	Jessica Spaidal, Legislative Services and Communications Supervisor
Title:	**Acceptable Use and Information Security Policy**
Agenda Item No.	5.1

BACKGROUND/PROPOSAL

The Acceptable Use and Information Security Policy was developed with Trinus to support the Town's existing Cyber Security Incident and Disaster Recovery Plan Policy, Town-Issued Electronic Device Policy, and Town Facilities Security Policy. It includes administrative, technical and physical safeguards for sensitive information that will also support the requirements of a Privacy Management Program (PMP) that is required under the Protection of Privacy Act by June 2026.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Acceptable Use and Information Security Policy outlines acceptable use for internet, email, devices, and passwords and ensures that Town IT resources are used appropriately at all times when conducting Town business. Topics include:

- Acceptable and unacceptable use for Town-issued and personal electronic devices
- Email usage and how to effectively combat threats like phishing and scams
- Information security techniques for personal and sensitive information to prevent security and data breaches.
- Device security for personal electronic devices, filtering, accessing and monitoring usage records, passwords (how to choose passphrases)

The policy is attached for Council's review and will be brought forward to the next regular council meeting for approval.

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STRATEGIC ALIGNMENT

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

N/A

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Policy xx-xxx

ACCEPTABLE USE AND INFORMATION SECURITY POLICY

SECTION: Administration / Council

DEPARTMENT: Administration

COUNCIL APPROVAL DATE: [date]

LAST REVIEWED BY COUNCIL: [date]

POLICY STATEMENT

The Town is dedicated to ensuring that Users have the necessary technology to maximize their efficiency and improve work processes. Employees are encouraged to utilize all internal computer-based technology (computer, email, internet, network systems) to the fullest to fulfill job requirements effectively.

PURPOSE

The purpose of this policy is to outline acceptable use for internet, email, devices, and passwords and ensure that Town IT resources are used appropriately at all times when conducting Town business. All Town information and correspondence, including email, transmitted/received is considered property of the Town and is to be managed accordingly for appropriate business-related matters.

SCOPE

This policy will govern the action of all Users in relation to any Town-owned or Personal Electronic Device while they are on the job or acting as a representative of the Town in any capacity, including the action of any volunteers and contractors while connected to a network owned/operated by the Town or while using any Town-owned equipment.

Users who are working remotely on Town devices must also ensure these practices are followed. Security of Town-owned Electronic Devices, equipment, and information will be governed by this policy in addition to the **Town Facilities Security Policy and Town-Issued Electronic Device Policy**.

DEFINITIONS

"Acceptable Business Use" means activities that directly or indirectly support Town business.

"User" means any individual who is authorized to access Electronic Devices, including, but not limited to Town employees, Council members, volunteers, contractors, Bon Accord Public Library employees, Sturgeon County Fire Services employees, and those who have entered into facility rental contracts with the Town.

"Town-Issued Electronic Device" means a laptop, desktop, server, tablet, or smartphone that is Town-owned.

"Personal Electronic Device" means an Electronic Device that is not Town-owned.

RESPONSIBILITIES

Users utilizing the internet must conduct themselves in a professional manner at all times, especially while participating in collaborative activities, and must not disclose Town information or intellectual capital to unauthorized third parties.

Users are responsible for familiarizing themselves with procedures for downloading and protecting information in a secure manner, as well as for identifying and avoiding any online material deemed sensitive, private, or copyrighted.

I. ACCEPTABLE USE

1. Acceptable Internet Use

Designated Users may only use the internet to complete their job duties, under the purview of Town business objectives. Permissible, acceptable, and appropriate internet-related work activities include, but are not limited to:

a. Researching, accumulating, and disseminating any information related to the accomplishment of the user's assigned responsibilities, during working hours or overtime.

b. Collaborating and communicating with others according to the individual's assigned job duties and responsibilities.

c. Conducting professional development activities (e.g. news groups, chat sessions, discussion groups, posting to bulletin boards, web seminars, etc.) as they relate to meeting the user's job requirements.

2. Unacceptable Internet Use

Inappropriate and unacceptable internet use includes, but is not limited to:

a. Usage for illegal purposes, such as theft, fraud, slander, libel, defamation of character, harassment, stalking, identity theft, online gambling, spreading viruses, spamming, impersonation, intimidation, and plagiarism/copyright infringement.

b. Accessing, downloading, or printing any content that violates or conflicts with existing Town policies and/or engaging in any other activity which would in any way discredit, disrepute, or bring litigation upon the Town or harm its reputation.

c. Copying, destroying, or altering any data, documentation, or other information that belongs to the Town or any other business entity or individual without authorization.

d. Downloading unreasonably large files that may hinder network performance. All users shall use the internet in such a way that does not interfere with others' usage.

e. Engaging in personal online commercial activities, including offering services or products for sale or soliciting services or products from online providers.

f. Engaging in any activity that could compromise the security of Town host servers or computers.

g. Engaging in any fundraising activity, endorsing any products or services, or participating in any political activity, unless authorized to do so as part of completing one's assigned job duties and responsibilities.

h. Allowing unauthorized or third parties to access Town network(s) and/or resources.

i. Storing or downloading personal files or data on Town hard drives or network file servers.

j. Downloading video and/or sound files unless their use has been authorized for the purposes of conducting Town business.

k. Any online practices or procedures that would expose the network or resources to virus attacks, spyware, adware, malware, or hackers.

3. Personal Electronic Devices Use

a. Personal Electronic Devices may be used to access the following Town-owned resources for job related duties: email, calendars, and contacts.

b. Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing any Town resources, including email. (To jailbreak/root a mobile device is to remove the limitations imposed by the manufacturer. This gives access to the operating system, thereby unlocking all its features and enabling the installation of unauthorized software.)

c. Only Town-Issued Electronic Devices (e.g.: laptops) may be used for remote login access to Town files.

d. Personal Electronic Devices may not be used to:

- **i.** Store or transmit proprietary information belonging to the Town or another company.
- **ii.** Infringe on individual privacy (e.g. record conversations or take photos).

e. See the Town's **Employment Policy** for details on the use of mobile devices and driving.

f. The abuse of personal internet use on Town-Issued Electronic Devices or Personal Electronic Devices during working hours will be subject to disciplinary action, up to and including termination of employment.

II. EMAILS

1. Email Usage

a. All Employees must use an approved method when accessing their email accounts. The list of approved methods are:

- **i.** Outlook Web Access
- **ii.** Office 365 Login portal

iii. Outlook software installed on all Town-Issued or Personal Electronic Devices

b. Remote access to email is only authorized from locations within Canada. Locations outside the borders of Canada will be blocked. Use of a VPN or other method to bypass this filtering is not allowed.

c. Email cannot be used to send credit card numbers or other sensitive personal or financial information.

d. To help ensure compliance with Access to Information and Protection of Privacy legislation, all such related inquiries are to be forwarded to the Privacy Coordinator immediately.

e. An out of office message that includes an estimated return date (if possible) and details on contacting a secondary individual at the organization in case of an emergency, must be enabled for all planned absences.

f. The configuration of automatic forwarding rules to email addresses other than a Town email is strictly prohibited.

2. Phishing and Scams

Emails can host scams and malicious software. To avoid virus infection or data theft, Users should:

a. Avoid opening attachments or clicking on links when the content is not from a verified source.

b. Be suspicious of clickbait i.e.: offering prizes, too good to be true offers, etc.

c. Check email and names of people they receive a message from to ensure they are legitimate.

d. Look for inconsistencies, i.e.: grammar mistakes, capital letters, excessive number of exclamation marks, etc.

e. Forward suspicious emails **as an attachment** to the IT department with a brief explanation.

III. INFORMATION SECURITY

1. Data Transfer

Transferring data introduces security risks. Users must:

- **a.** Avoid transferring sensitive data to other devices or accounts unless necessary.
- **b.** Where possible, only share confidential data over the secure company drive.
- **c.** Ensure recipients are authorized to receive the data being transferred, i.e.: double-checking email addresses before sending, etc.
- **d.** Report scams, privacy breaches or hacking attempts as per the **Cyber Security Incident Response and Disaster Recovery Plan Policy**.

2. Additional Safeguards

To reduce the likelihood of a Cyber Security Incident, Users must:

- **a.** Digitally lock all devices when leaving their desks e.g.: computers, tablets, smartphones, etc.
- **b.** Ensure that all sensitive/confidential information in hardcopy or electronic form is secure in their work area anytime they are expected to be gone for an extended period (e.g.: human resources papers are locked in a cabinet).
- **c.** Ensure file cabinets containing restricted and/or sensitive information are kept closed and locked when not in use or when not attended, and associated keys are not left unattended.
- **d.** Remove printouts containing restricted and/or sensitive information from the printer immediately.
- **e.** Dispose of restricted and/or sensitive documents in the shredding bin.
- **f.** Treat mass storage devices such as CD-ROM, DVD or USB drives as sensitive and secure them in a locked location.
- **g.** Report stolen or damaged equipment as soon as possible to the Town Manager.
- **h.** Change all account passwords at once when a device is stolen.
- **i.** Report perceived threats or possible security weaknesses in Town systems.
- **j.** Refrain from downloading suspicious, unauthorized, or illegal software on

Town devices.

k. Avoid accessing suspicious websites.

IV. DEVICE SECURITY

1. Personal Electronic Devices

Users are expected to use their Personal Electronic Device(s) in an ethical manner at all times. Users who use Personal Electronic Devices for work must:

a. Report lost or stolen Personal Electronic Devices that contain ANY Town information (including email) to the Town Manager within 24 hours. Users are responsible for notifying their mobile carrier immediately upon loss of a device.

b. Not access Town information, including email, using a rooted (Android) or jailbroken (iOS) device. (To jailbreak/root a mobile device is to remove the limitations imposed by the manufacturer. This gives access to the operating system, thereby unlocking all its features and enabling the installation of unauthorized software.)

c. Use the Town's secure WiFi connection while on site and use a secure WiFi or hardwired connection otherwise.

d. Personal Electronic Devices are not allowed to connect directly to any Town-Issued Electronic Devices. This includes, but is not limited to:

- **i.** Using a physical cable (USB, etc.) to connect to a Town-Issued Electronic Device to charge the Personal Electronic Device's battery.
- **ii.** Using software installed on a Town-Issued Electronic Device to perform a backup/sync (e.g.: iTunes).

e. Ensure the device locks itself with a password or PIN if it is idle for five minutes.

f. Inform the Town Manager as soon as possible if a User requires access to Town data outside of their designated parameters.

2. Filtering

The Town reserves the right to monitor and limit any internet activity occurring on its hardware, software, devices, equipment, and accounts. Specifically:

a. The Town utilizes filtering to restrict access to websites deemed unsuitable for

business use. Where the Town discovers activities that conflict with the law or this policy, internet usage records may be retrieved and used to document any wrongdoing.

b. Individuals using Town hardware, software, equipment, devices and/or accounts to access the internet are subject to having online activities reviewed by IT personnel.

c. Use of Town internet resources implies the user's consent to web monitoring for security purposes. All Users covered by this policy should bear in mind that internet sessions are likely not private.

3. Accessing & Monitoring Usage Records

The Town may access and monitor use of Town email and internet systems in the following ways:

a. By monitoring email server performance and retained logs, backups and archives of emails sent and received through the Town server(s). Even when a User has deleted an email, the Town may still retain archived and/or backup copies of the email.

b. By retaining logs, backups and archives of all internet access and network usage. These records may be audited, are subject to provincial, and/or federal laws and may be used as evidence. While individual usage is not routinely monitored, unusual or high-volume activities may warrant more detailed examination.

c. By actively monitoring the traffic generated by devices owned by, or operating within networks owned by, the Town. Instances may include:

- **i.** For the purposes of producing the email in response to a legal requirement or other lawful investigation.
- **ii.** For the purpose of investigating whether there has been unacceptable use of email to abuse or harass other persons.
- **iii.** For the purpose of investigating allegations of misconduct or to provide materials to external investigative authorities lawfully investigating possible criminal conduct.

4. Passwords

When creating passwords, Users should select passwords carefully and use common sense to avoid the risk of being easily hacked. Users must:

a. Choose passwords with at least eight (8) characters, including capital and lower-case letters, numbers and symbols, and avoid use of dates and other easily guessed verbiage i.e.: birthdays, pet names, iterations of the word “password”, etc. Choosing a passphrase is recommended. Please review the Government of Alberta Cybersecurity: Passphrases document for details on creating your passphrase.

b. Remember passwords rather than writing them down. If Users must write down or keep a record of passwords, they are obligated to keep the paper or digital document confidential and destroy it when it is no longer required.

c. Ensure passwords always remain secret. If a password must be disclosed to a trusted Town Employee or the Third-Party IT Support Provider, the User must reset the password and create a new password once the issue requiring the password has been resolved.

d. Change their password when prompted by the system.

e. Choose unique passwords for all Town accounts and may not use a password already in use for a personal account.

f. Not use the same password for different logins within the organization. Some resources can make use of the same user information (e.g.: Windows Login & Outlook), but if a new user needs to be created to access a certain resource, then a separate password must also be used.

g. Not reuse old passwords. When a password is changed it must be set to something that was not used in the past. This will be enforced with software when possible.

h. Regularly change all passwords, with the frequency varying based on the sensitivity of the account in question (at least every 180 days). This will be enforced using software when possible.

i. Change a password immediately and notify IT if the security of a password is in

doubt (e.g.: it appears that an unauthorized person has logged in to the account).

j. Change default passwords on the first login (e.g.: passwords created for new employees). This will be enforced using software when possible.

k. Not use password managers or other tools to help store and remember passwords without IT's permission.

5. Risks/Liabilities/Disclaimers

a. The Town reserves the right to disable access to an account and/or software without notification.

b. Users assume full liability for risks including, but not limited to, the partial or complete loss of Town-owned or personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the Device unusable.

REFERENCES:

Cyber Security Incident Response and Disaster Recovery Plan Policy

Employment Policy

Access to Information Act & Regulations

Protection of Privacy Act & Regulations

Government of Alberta Cybersecurity: Passphrases document

Town Facilities Security Policy

Town-Issued Electronic Device Policy

TOWN OF BON ACCORD

REPORT TO COUNCIL

Meeting:	Committee of the Whole Meeting
Meeting Date:	August 28, 2025
Presented by:	Jodi Brown, Town Manager
Title:	**Ice Allocation Policy**
Agenda Item No.	5.2

BACKGROUND/PROPOSAL

A municipal Ice Allocation Policy is important for managing and distributing ice time at the Bon Accord Arena in a way that maximizes efficiency and fairness.

An Ice Allocation Policy functions as a governance policy because it provides the rules, structure, and oversight for the equitable and effective management of ice as a shared community resource, ensuring fairness, transparency, and accountability in its use.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The enclosed draft Ice Allocation Policy includes the proposed priority ranking:

Priority #1: Town Program or Event

- Community Services Event or Program

Priority #2: Local Minor Ice User Group

- CNN Spurs
- Sturgeon Minor Hockey Association
- Other minor sports association from Bon Accord or Sturgeon County

Priority #3: Local Adult Ice User Group

- Adult organizations from Bon Accord or Sturgeon County

Priority #4 – Other organizations

- Other minor sports associations not from Bon Accord or Sturgeon County
- Other adult organizations not from Bon Accord or Sturgeon County
- For Profit minor or adult sports organizations

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Priority #5 – Free Public Skating

- Free public skating or public shinny sessions will be superseded by paid ice time.

STRATEGIC ALIGNMENT

Value Statement: Collaboration

- Discussion is welcome from all levels of government, neighboring communities, residents and businesses in the Town, the place we call home.

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

The annual operating budget would be impacted by the revenue received for the arena based on ice allocation practices.

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Policy xx-xxx

ICE ALLOCATION

SECTION: Administration

DEPARTMENT: Public Works / Community Services

COUNCIL APPROVAL DATE: [date]

LAST REVIEWED BY COUNCIL: [date]

POLICY STATEMENT

The Bon Accord Arena is made available for community groups and residents of the Town. The Town is committed to balancing the ice usage of all community users to ensure fair and equitable distribution of allocated ice at the Bon Accord Arena.

PURPOSE

To effectively manage ice allocation, ensure fiscal responsibility in ice operations, and provide accessible arena programs that reflect community needs, registration trends, and utilization patterns, while promoting participation among local groups and visitors.

SCOPE

This policy applies to all ice rentals at the Bon Accord Arena.

DEFINITIONS

“Bon Accord Arena” means the facility located at 4812 - 52 Street in Bon Accord Alberta.

“Ice Allocation” means the process by which ice time is assigned to community groups.

“Priority Ranking” means the hierarchy or order of importance for receiving ice time.

“Town” means the Town of Bon Accord.

“Town Manager” means the Chief Administrative Officer of the Town or designate.

I. GUIDING PRINCIPLES

The following principles guide the development of the Ice Allocation Policy:

1. **Access and Equity**: Ensure fair and equitable access to ice time, with transparent application of fees and charges for all users.

2. **Efficiency**: Optimize the use of facilities, ensuring effective allocation of time and space.

3. **Diversity**: Provide a broad range of opportunities, including public skating and organized ice sports, to meet the needs of all participants.

4. **Youth Sport**: Maintain a balanced allocation of ice time across user groups, with a focus on fostering youth sport development.

5. **Partnership**: Encourage cooperation among all users, while balancing regular season requirements with special event needs.

6. **Financial Sustainability**: Ensure the facilities are managed in a cost-effective manner by balancing fiscal responsibility with fair and transparent fee structures.

II. PRIORITY RANKING FOR ICE ALLOCATION

Priority #1: Town Program or Event

1. Community Services Event or Program

Priority #2: Local Minor Ice User Group

1. CNN Spurs
2. Sturgeon Minor Hockey Association
3. Other minor sports association from Bon Accord or Sturgeon County

Priority #3: Local Adult Ice User Group

1. Adult organizations from Bon Accord or Sturgeon County

Priority #4: Other organizations

1. Other minor sports associations outside of Bon Accord or Sturgeon County
2. Other adult organizations outside of Bon Accord or Sturgeon County
3. For Profit minor or adult sports organizations

Priority #5: Free Public Skating

1. Free public skating or public shinny sessions will be superseded by paid ice time.

III. ICE ALLOCATION RESPONSIBILITIES

The Recreational Facilities and Parks Supervisor will be responsible for ice allocation in

accordance with this policy.

IV. CONFLICT RESOLUTION

In the event of a conflict or appeal regarding an ice allocation decision, the final decision will be made by the Town Manager.

TOWN OF BON ACCORD

REPORT TO COUNCIL

Meeting:	Committee of the Whole Meeting
Meeting Date:	August 28, 2025
Presented by:	Falon Fayant, Corporate Services Manager
Title:	**Cemetery Bylaw 2025-07**
Agenda Item No.	5.3

BACKGROUND/PROPOSAL

At the August 19th regular meeting of Council, administration presented the Cemetery Bylaw 2025-07 for first reading.

Following the discussion, Council directed administration to postpone the first reading of Bylaw 2025-07 Cemetery to the September 2nd meeting and the bylaw be brought back to the August 28th, 2025, Committee of the Whole meeting for discussion and review. (Resolution #25-320).

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The main topics for discussion for amendments brought forward at the August 19th meeting include the following:

1. Section 8 Installation of Markers and Memorials
    a. Currently, the draft bylaw (and the current Bylaw) only allow flat markers to be placed at the cemetery in the new section. Both flat and pillow markers are allowed in the old section.
        i. Discussion Point: Should the Town allow flat and pillow markers to be placed at the cemetery in both sections or just the Old Section?
        ii. Things to consider:
            1) Maintenance – flat markers allow for efficient maintenance of the cemetery.
            2) Families that have already had burials within the new section have had to abide by the current no-pillow-markers rule.

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2. Section 9 Grave Decorations
    a. The draft bylaw prohibits the use of solar lights, ornaments, toys, or statues.
        i. *Discussion Point: Should the Town allow solar lights, ornaments, toys, and statues within reason, so long as there remains the following statement within the Bylaw: they will be removed by Town staff without notice if they become unsightly, wilted or wind-strewn.*
        ii. Things to consider:
            1) Depending upon public works staff time, the cemetery could become unkempt-looking if items are not taken care of by the Owners.
            2) Many families like to adorn their plots with sentimental items.

3. Schedule “A” Cemetery Fees
    a. The draft bylaw proposes increasing the fees from the current Bylaw by 10%.
        i. *Discussion Point: Should the fees be raised by 10% or remain the same?*
        ii. Things to Consider:
            1) Cemetery fees serve as other sources of revenue. Diversification of revenue can reduce reliance on taxation.
            2) Not all plot purchases/burials are for residents of Bon Accord. We receive burial deed purchases from people across the County and Edmonton.
            3) A Cemetery Fee Comparison of local area cemeteries has been supplied along with this report for Council review.

STRATEGIC ALIGNMENT

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

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COSTS/SOURCES OF FUNDING

Bon Accord Cemetery

Year	2020	2021	2022	2023	2024	2025 *to date*
Revenue						
Open/Close	3,407.14	4,300.00	7,500.00	7,250.00	11,250.00	2,650.00
Plot Sales	2,500.00	9,600.00	7,150.00	8,250.00	19,700.00	14,100.00
Expenses	6,952.84	7,567.13	11,768.05	9,089.19	16,037.20	9,488.15
TOTAL	- 1,045.70	6,332.87	2,881.95	6,410.81	14,912.80	7,261.85

** Expenses do not include an allocation for fuel for equipment used in cemetery maintenance, as all fuel expenses are budgeted to Roads and Parks.

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Category	Edmonton Municipal Cemeteries	Fort Saskatchewan Cemetery	St. Albert Cemetery	Gibbons Cemetery	Redwater Cemetery
Full Size Plot	Full size: $3,300-4500 depending on location	4x9 Plot: $1,480.50 (with foundation: $1,891.05)	Standard Plot Adult $1,750, Child $700	Regular Plot: $1,050	Regular Plot: $500
Cremation Plot	Cremation for one: $1,600; Two: $1,900; Four: $2,300; Six: $3,300	4x4 Plot: $746.55 (with foundation: $1,157.10); Infant plot: $301.35; Shrub bed: $746.55	Cremation Plot Adult $825, Child (Under 6) $330	Cremation plot (up to 6 urns): $1,050 first urn + $100 for each additional (2nd–6th)	Cremation Plot: $500
Columbarium Niche	Varies by size & type (not fully listed)	Level 1–2: $1,890; Level 3–4: $2,625	Depending on Row $2,070 - $2,600	Double Niche: $1,100–$1,250 depending on row	Single Niche: $400
Opening & Closing - Full Size	Standard (6ft): $1,425; Deep (9ft): $2,425; Green Burial: $2,000	6ft: $1,275.75; 9ft: $1,438.50; Infant: $670.95	Adult Plot $1,010, Child Plot $440; Double Depth $1,320; weekend/Holiday $530	$200 weekday + $550 Saturday AM + $200/275 Sat PM/Holidays	$450 summer; $550 winter; $250 overtime/after-hours surcharge
Opening & Closing - Cremation	In Ground: $650; Green Burial: $1,000; Scattering: $400; Niche: $400	$525.00	$530; weekend/Stat Holiday surchage $570	$200 weekday + $250 + weekend premiums (same as above)	$250 summer; $350 winter; $150 overtime/after-hours surcharge
Opening & Closing - Columbarium	$400 niche interment (opening/closing)	$197.40	$140; weekend/holiday surcharge $320	$150–$250 + weekend premiums	$250 summer/winter; $150 overtime/after-hours surcharge
Other Notes	Premiums for weekends/after hours; liners extra ($1,250–$1,600)	Overtime surcharge: $670.95; Monument permit: $93		50% discount for veterans/indigent; perpetual care fee* $150-200	perpetual care fee* $100.00
Marker Permit Fee	$150; markers installed $475-$1,875 based on size	$93	Markers installed by Cemetery ($320-480 installation price)	$25	$25

* Perpetual care fees are a one-time charge typically collected by commercial cemeteries that goes into a special trust to ensure the long-term maintenance and care of cemetery grounds.
The Cemeteries Act requires these funds to be held in trust and managed by authorized trustees.

Current Cemetery Bylaw

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TOWN OF BON ACCORD
BY-LAW 2020-04
CEMETERY BYLAW

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE CONTROL AND REGULATION OF THE TOWN OF BON ACCORD MUNICIPAL CEMETERY.

WHEREAS the Town of Bon Accord is the owner and operator of the Town of Bon Accord Municipal Cemetery; and

WHEREAS the Municipal Government Act RSA 2000, Chapter M-26 authorizes Council to pass such a Bylaw.

NOW, THEREFORE, the Council of the Town of Bon Accord duly assembled enacts as follows:

1. DEFINITIONS

a) **"Artificial Ornaments"** means any cut flowers, silk flowers or wreaths.

b) **"Caretaker"** means the Town employee working at the cemetery under the instruction and supervision of the Town Manager.

c) **"Cemetery"** means the cemetery in the Town of Bon Accord known as the Municipal Cemetery owned and operated by and under the control of the Town and named "Bon Accord Cemetery"

d) **"Council"** means the Council of the Town of Bon Accord.

e) **"Family Plot"** means a plot or several plots which lie adjacent to one another, and which are to be reserved for the burial of more than one deceased member of the family.

f) **"Flowering Ornamental"** means any perennial, annual, and biannual flowering plant.

g) **"Grave"** means a plot or columbarium niche used as a place of burial.

h) **"Manager"** means the Manager for the Town or CAO, or any person acting under his or her instructions, or other persons designated by the Town of Bon Accord.

i) **"Marker"** means a memorial which shall be flat and not exceed the surface of the ground.

j) **"Plot"** means a plot as shown on a plan of subdivision on record in the Town Office.

k) **"Public Works Department"** means the Department of Public Works, including Parks and Recreation, of the Town of Bon Accord.

l) **"Summer"** means May 1 to October 31.

m) **"Town"** means the Town of Bon Accord.

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n) **"Winter"** means November 1 to April 30.

o) **"Greenery"** means any living trees, shrubs, creepers, and climbers.

2. GENERAL

a) The Manager shall have charge of the cemetery and shall exercise control over all persons employed therein.

b) The Town shall have authority to remove any weeds, or grass, funeral designs or floral pieces which may become wilted, or any other article or thing, which is, in its opinion, unsightly.

c) If, in the opinion of the Town, any greenery situated on or about the cemetery shall become, by means of their roots or branches, prejudicial to the general appearance to the ground or dangerous or inconvenient to the public, the Town shall have the right to remove such greenery, or any parts thereof.

d) No person shall disturb the quiet or good order of the cemetery by improper noise, improper conduct or otherwise. A member of the Royal Canadian Mounted Police, Special Constable or a representative appointed by the Town to be in charge of the cemetery may evict there from, using such force as is reasonably necessary, or deny entrance to any person who contravenes this Bylaw.

e) No person shall turn loose or allow going at large or feed any cattle, swine, horses, dogs or any other animal in the cemetery.

f) Any Society desiring to hold a memorial service shall give the Town at least three (3) business days' notice in writing of their intention to do so.

g) No person shall destroy, damage, deface or write upon any marker, tablet or other structure or object in the cemetery.

h) No person shall deposit any paper, sticks, or refuse of any sort on any portion of the land within the boundaries of the cemetery except in receptacles provided for the purpose and as excepted by the Town Public Works department.

i) All grading, seeding of grass, and sod work shall be done under the direction of the Town by employees of the Town.

j) Benches of a style approved by the Town may be permitted in the cemetery under such conditions as the Town may order.

3. PLOTS

a) The plans of subdivision of the lands made available by the Town for burial purposes on record at the Town Office, together with all subsequent plans of subdivision of such lands approved by the Town, shall be the

plans of the cemetery herein referred to and all interments shall be made, and records kept by the Town in accordance with such plans. Copies of all such plans shall be available for inspection free of charge at the Town Office during normal office hours.

b) The Manager shall supervise all sales of plots.

c) Plots in the cemetery shall be sold by the Town upon the purchaser paying in advance the amounts shown in Schedule "A" of the resolution in support of this Bylaw, and subsequent Bylaws pertaining to the Cemetery, and on completion of an application to purchase a burial deed in the form of Schedule "B". One individual may purchase a maximum of eight (8) plots at any one time.

d) The Council may from time to time, by resolution, amend the fees and charges for plots and service shown on Schedule "A" of this Bylaw.

e) The owner of a plot may transfer the burial deed only upon payment of the necessary fees as shown on schedule "A" and make the necessary application to the Town as shown on Schedule "D"

f) No plots shall be used for any purpose other than burial grounds for human bodies, and the cremated remains of human bodies.

g) No person other than an employee of the Town or its designate, or the owner of a plot or his agent, shall be permitted to care for any plot in the cemetery.

h) Fences, railings, walls, cooping, hedges, greenery, and flowering ornamentals in or around the plots are prohibited.

i) The top of plots or graves shall be kept level with the surrounding ground.

j) The purchaser(s), or its legal representative(s), of a single or family plot will have direct control over the burial access rights of said plot, unless a transfer of title is obtained per Schedule "D".

4. BURIALS

a) Disinterment of a body or ashes shall not take place until a permit for disinterment is issued by the Provincial Director of Vital Statistics and delivered to the Town. All disinterment's are to be conducted using an approved contractor under the supervision of the Town.

b) No interment shall be permitted until a burial application and permit in the form of Schedule "B", hereto annexed, has been completed and given to the Town. Such permit shall contain the following particulars:

- Name of Deceased
- Date and Time of Burial
- Description of Burial Plot
- Name of Undertaker or Person Responsible for Burial
- Name of Applicant for Burial Permit

c) (i) Orders for all burials must reach the office of the Town Manager three (3) business days before the burial is to take place, unless the Town, for emergent reasons, otherwise allows.

(ii) Additional charges in respect of burials carried out on a weekend, Statutory holiday, a declared holiday or after 3:00 p.m. weekdays shall be in accordance with the rates as established in Schedule "A" attached hereto.

d) The owner of a plot, or the person instructing the Town to open a grave, shall give complete and precise instructions regarding the location of the grave, and the Town shall not be responsible for any errors resulting from the lack of proper instruction.

e) Graves shall be opened and closed, and interments made only by persons authorized to do so by the Town.

f) No grave for the burial of a deceased shall be less than five (5) feet in depth from the surface of the ground surrounding the grave.

g) No grave for the burial of cremated remains shall be less than twenty-four (24) inches in depth from the surface of the ground surrounding the grave.

h) Cremated remains may be interred in a plot or in the same plot with a full burial or in a plot with other cremated remains. A maximum of two (2) cremated remains may be interred in the same plot as a body. A maximum of eight (8) cremated remains may be interred in one regular plot.

i) The full burial of a person shall not be interred in the same grave in which another full body has previously been interred.

j) No second inurnment shall be permitted in any plot in the cemetery on which there are unpaid charges due and payable to the Town.

k) All burials within the limits of the cemetery shall be under the supervision and control of the Town.

l) Concrete liners or vaults are required for the burials of a body.

5. MARKERS

a) All markers will be flat markers (i.e., not to exceed ground surface) except in the old section (initial phase) of the cemetery grounds where pillow markers are allowed (Upright markers may be allowed in the old section, upon written permission).

b) All persons employed in the construction and erection of markers or doing other work in the cemetery shall be subject to the direction and control of the Town.

c) No markers shall be erected in the cemetery until an application is made to the Town and a permit in the form of Schedule "C", hereto annexed, has been issued. Permit fees shall be charged in accordance with the amounts shown on Schedule "A" of this Bylaw.

d) When cremated remains are placed in a plot where a body has been interred, flat markers shall be placed over top of the plot marking the cremated remains.

e) When up to eight (8) cremated remains are placed in a plot, flat markers shall be placed at the top of each of the burial sites.

f) No markers shall be erected on Saturdays, Sundays, or holidays unless permission in writing has been granted by the Town.

g) All persons erecting markers shall insure that such markers are firmly secured to a foundation.

h) All persons erecting markers shall insure that the surrounding areas are left in the same condition as found.

i) No work shall be done upon any marker, nor shall any marker be removed from any grave or plot without permission from the Town.

j) No permanent marker shall be placed on any grave plot prior to the interment of human remains in such grave plot unless it is a double and one of the persons are interred in the plot or is placed so as not to interfere with future burials (e.g., cremations). If a double marker is erected prior to both interments, the Town of Bon Accord will not be responsible for the removal of the marker. Families will need to have the marker removed before Town staff begin the excavation. Extra notice may be required for the burial.

k) No grave cover is allowed in any portion of the cemetery.

6. VISITORS

a) No persons shall enter or remain in the cemetery between the hours of 11:00 p.m. of any day and 6:00 a.m. of the next day following.

7. VEHICLES IN CEMETERY

a) No person shall drive any vehicles through the cemetery at a greater rate of speed than 10 km per hour on designated roadways.

b) The Town may prohibit the driving of vehicles in any part of the cemetery.

c) Unless authorized by the Town, no bicycle, motorcycle, or horse shall be allowed in the cemetery except when it is a part of a funeral procession.

d) The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the cemetery.

8. PROVISIONS FOR RULES AND REGULATIONS

a) The Council may make rules and regulations consistent with this bylaw for the effectual carrying out of this bylaw and for the efficient management, control, and regulation of the cemetery.

9. PENALTY

a) Any person who is guilty of an offence is liable.
   1. to a fine of $250.00 or
   2. on summary of conviction, to a fine not exceeding $10,000.00 or to an order of imprisonment for not more than 1 year, or both.

10. Other

This bylaw repeals:
2011 – 08 Cemetery bylaw
2014-08 Cemetery bylaw

READ A FIRST TIME THIS 21st DAY OF January 2020.

_____ _____

Mayor David Hutton Chief Administrative Officer Joyce Pierce

READ A SECOND TIME THIS 18th DAY OF February 2020.

_____ _____

Mayor David Hutton Chief Administrative Officer Joyce Pierce

READ A THIRD TIME THIS 17th DAY OF March 2020.

_____ _____

Mayor David Hutton Chief Administrative Officer Joyce Pierce

SCHEDULE "A"

CEMETERY FEES

Plots

	Grave	Weekday Open & Close	Weekday Overtime & Weekend & Holiday Additional Charges for Open & Close
Regular Plot			
Summer	$850	$550	$450
Winter	$850	$650	$450
Cremation Plots – Family (one plot will accommodate up to 8 urns)			
Summer	$850	$350/burial	$450
Winter	$850	$450/burial	$450
Cremation Plots – Individual (Single Burial)			
Summer	$250	$350	$450
Winter	$250	$450	$450
Cremation Plots – Interred with previous casket (two inurnments can be made in one site where a casket is interred).			
Summer	-	$350	$450
Winter		$450	$450
Columbarium			
Single Niche			
Summer	$950	$150	$450
Winter	$950	$150	$450

A damage deposit fee in the amount of $500, must be received prior to the interment or removal of Columbarium door, for graving (if done by family). The damage deposit is taken to cover the cost of lost key or damage to the Columbarium door. The damage deposit will be returned within 14 business days after interment or replacement of the door.

Other Charges

1. Transfer of Burial Deed - $250
2. Disinterment (on production of certificate from Vital Statistics) - Flow through of external contractor costs plus 10%, if billed through the Town
3. Re-interments shall be at burial costs
4. Grave Marker Permit Fee $100.00
5. Inscription on Columbarium Doors: Damage Deposit fee as per schedule “A”

SCHEDULE "B"

PART I - PURCHASE OF BURIAL DEED

In making this application, and in consideration of the Town of Bon Accord selling to the undersigned, the undersigned acknowledges and agrees:

1. This application shall constitute a binding contract between the parties for the purchase of the lot(s) specified, and all the provisions of the Cemetery Bylaw, as amended from time-to-time hereafter shall be deemed to be included as terms and conditions of this contract.

2. That the title deed issued for the lot shall not be a title in fee simple but shall be an easement or license only to use the burial plot.

3. That this agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and, where permitted, their assigns.

4. The undersigned hereby waives, releases, and discharges the Town, its officers, agents, and employees from all claims demands and rights of action which the undersigned may hereafter have against the Town for loss or damages, howsoever caused, resulting from the theft or vandalism to the grave markers situated with, upon or under the lots howsoever caused.

5. The undersigned understands that any/all grave markers will not exceed the surface of the ground unless Section 5a. of the Bylaw applies. The applicant further understands that they will abide by the rules and regulations for the installation of grave markers.

6. The owner of a Burial Deed may sell re-assign or dispose of the deed. The deed holder shall file with the CAO/Delegate a transfer of assignment in writing and the CAO/Delegate shall issue a new contract of Burial Deed as required.

7. The opening and closing fees will be charged at the rate in effect on the date of internment or inurnment.

Regular Grave (___) Family Grave (____) Section (_____)		Plot (_____)	$_____
Cremation Grave (_____)	Section (_____)	Plot (_____)	$_____
Columbarium (_____)	Niche (_____)		$_____
		Administration Fee	$100.00_____
		Subtotal	$_____
		GST	$_____
		Total	**$_____**

Signature of Purchaser

Printed Name of Purchaser

Address of Purchaser

Telephone No. of Purchaser

Date of Purchase

In consideration of the payment made by the Applicant, the Town hereby grants to the Applicant a burial lot deed entitling the Applicant to a license or easement to use the burial lot herein described and has access thereto.

Town of Bon Accord Representative

PART II - BURIAL APPLICATION AND PERMIT

Date: _____

Name of Deceased: _____

Maiden Name: _____

Age: _____ Sex: M / F

Date of Death: _____

Date of Birth of Deceased: _____

Residence at time of death: _____

Date of Burial: _____

Time of Burial: _____

Service from: _____Church/Chapel

Funeral Home in Charge: _____

Name of Applicant: _____

Address of Applicant: _____

_____

Phone No. of Applicant: _____

Lot Description Section: _____ Plot No: _____

Regular Grave (_____) with Concrete Liner (____) Vault (____)

Cremation Grave (_____) Columbarium (_____) Other (_____)

Opening & Closing Fee: Weekdays Regular Hours $_____

Weekday Overtime & Weekend & Holiday Additional Charges $_____

Subtotal	$ _____
GST	$ _____
TOTAL	$ _____

The Applicant acknowledges and agrees that a permit for burial is issued subject to the provisions of the Town of Bon Accord Cemetery Bylaw and amendments thereto.

_____
Signature of Applicant

PERMIT FOR BURIAL

The Town of Bon Accord grants permission for the burial of the above deceased in the Bon Accord Cemetery this _____ day of _____, 20___.

_____
Town of Bon Accord

SCHEDULE "C"

GRAVE MARKER PERMIT

Permit No: _____

Name of Monument Company: _____

Address of Monument Company: _____
_____
_____

Phone No. of Monument Company: _____

Name of Purchaser: _____

Address of Purchaser: _____
_____
_____

Name of Deceased: _____

Location: Section: _____ Plot: _____

Type of Marker: Not to exceed ground surface

Material Used: Granite _____ Other _____

Size of Monument: Width _____ Height _____ Foundation Proposed: Yes ____ No ____

Inscription on Monument: _____
_____
_____

Date of Application: _____ Est. Date of Placement: _____

Permit Fee: _____ Cash _____ Cheque _____

_____ _____
Application Completed by Signature of Applicant

Fee: $100.00 plus GST as per schedule "A" **SCHEDULE "D"**

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TRANSFER OF DEED FROM OWNER TO ANOTHER PERSON

Name of Current Owner: _____

Name of Person Receiving the Transfer: _____

Address of Person Receiving the Transfer: _____

_____

_____

_____

Phone No. of Person Receiving the Transfer: _____

Date of Transfer: _____

Section: _____ Plot No: _____ Niche No: _____

_____ _____

Signature of Transferor Signature of Transferee

NOTE: TRANSFER FEES MUST BE PAID IN ACCORDANCE WITH SCHEDULE "A"

DRAFT Cemetery Bylaw

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TOWN OF BON ACCORD
BYLAW 2025-07
CEMETERY BYLAW

A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE CONTROL AND REGULATION OF THE TOWN OF BON ACCORD MUNICIPAL CEMETERY.

WHEREAS, pursuant to the *Cemeteries Act*, R.S.A 2000 c. C-3, as amended and the regulations thereunder, a municipality may own and operate a cemetery within its boundaries;

AND WHEREAS the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, empowers a municipal Council to pass bylaws for municipal purposes in relation to the safety, health, and welfare of people and the protection of people and property; people, activities, and things in, on, or near a public place or place that is open to the public; services provided by or on behalf of the municipality, and nuisances including unsightly property;

AND WHEREAS, the municipal Council wishes to establish a bylaw respecting the operation of the Cemetery;

NOW, THEREFORE, the Council of the Town of Bon Accord duly assembled hereby ENACTS AS FOLLOWS:

1. TITLE

a. This Bylaw may be referred to as the "Cemetery Bylaw."

2. DEFINITIONS

a. "**Burial Deed"** shall mean a legal document by which the Town conveys a Cemetery Grave Plot or Niche for Interment, which shows the name of the Purchaser, date of purchase, amount of sale, and the Plot or Niche designation.

b. **"Burial Permit"** means a permit to bury, cremate, remove to a place outside Alberta or otherwise dispose of a deceased human body. Issued under the Vital Statistics Act, R.S.A. 2007, c. V-4/1, as amended, by the Director of Vital Statistics.

c. **"Cemetery"** means land that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried.

d. **Chief Administrative Officer" or "CAO"** means a person appointed to a position under S.205 of the Municipal Government Act. Also known as the Town Manager.

e. **"Columbaria" or "Columbarium"** means a structure erected in a Cemetery designed for storing funeral urns.

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f. **"Cremation Plot"** shall mean a Grave used for the Interment of cremated human remains.

g. **"Disinterment"** means the removal of human remains, including cremated remains, from a closed Grave or sealed Niche.

h. "Double Grave Marker" or double headstone means a memorial or marker designed to commemorate two individuals buried side-by-side in a shared plot.

i. **"Employee"** means an Employee of the Town of Bon Accord.

j. **"Family Plot"** means a Grave Plot, Cremation Plot, or several Plots that lie adjacent to one another and are to be reserved for the burial of more than one deceased family member.

k. **"Foundation"** shall mean a concrete or granite slab of specific proportions for placing a Marker.

l. **"Grave"** means a burial place for a deceased body or cremated remains, typically a hole dug in the ground.

m. **"Grave Decoration"** shall mean anything that is placed on a Grave Plot or Columbarium Niche for Memorial purposes and does not include Memorial Plaques and/or Markers.

n. **"Grave Liner"** means a burial receptacle placed in the ground at the Cemetery, either in dome or box form, designed and built to support the weight of the earth and standard Cemetery maintenance equipment and to prevent the ground from collapsing.

o. **"Grave Plot"** means the portion of the land in the Cemetery designated for the Interment or Inurnment of human remains.

p. **"Interment"** means the casket burial in a Grave Plot.

q. **"Inurnment"** means the burial of an urn in an in-ground Grave Plot or a Columbarium Niche.

r. **"Marker"** means a Monument of approved materials such as but not limited to granite, marble, or bronze.

s. **"Memorial"** means something, typically a structure, such as a bench or statue, established to remind people of a person or event.

t. **"Monument"** means a headstone or Marker.

u. **"Niche"** means a recessed space in a Columbarium used or intended to be used for the Inurnment of cremated remains.

v. **"Owner"** shall mean a person or persons who purchase a Grave Plot, Plot, Cremation Plot, or compartment or compartments of a Columbarium in the Cemetery.

w. **"Peace Officer"** means a member of the Royal Canadian Mounted Police (RCMP), a Community Peace Officer appointed by the Town, or a Bylaw Enforcement Officer appointed to enforce the Town's Bylaws.

x. **"Public Works"** means the Department of Public Works, including Parks and Recreation, of the Town of Bon Accord.

y. **"Plots" or "Plot"** means either a single, or multiple, Grave Plots, Cremation Plots or a Family Plot.

z. **"Town"** means the Town of Bon Accord, or where context permits, the geographic boundaries of the Town.

aa. **"Vegetation"** shall mean trees, shrubs, creepers, climbers, perennials, biennials, or other growing or flowering matter.

3. RESPONSIBILITIES AND DELEGATION

a. Council hereby delegates to the Chief Administrative Officer all those powers stipulated by this Bylaw to be exercised by the Town and all necessary authority to carry out these powers, except those powers which are reserved exclusively for Council under the Municipal Government Act or reserved for other Persons pursuant to the provisions of this Bylaw. The Chief Administrative Officer is authorized to further delegate the powers granted by this Section.

4. ADMINISTRATION

a. The Town of Bon Accord shall be responsible for the selling of Plots and the keeping of all necessary records, which shall include the location, the name of the proprietor of each Plot or Niche, the name and location of each and every Interment and Disinterment, and the collecting of fees and charges in connection with the Cemetery.

b. All fees and charges in connection with the sale, use and care of Plots and/or other facilities which are or may in the future be offered in connection with the Cemetery operation shall be in accordance with Schedule "A" attached to and forming part of the Bylaw, or as may be amended from time to time by Council.

c. The Town shall have sole control of all matters related to the Cemetery, including maintenance, burials, and enforcement of this Bylaw.

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d. Any person acquiring a Plot or Plots or Columbarium Niche or Niches under the provisions of the Bylaw shall only acquire the right and privilege of burial of the remains of the deceased therein subject to the provisions of this Bylaw and shall not be deemed to acquire any title to the land which shall remain vested in the name of the Town.

e. The Town shall take all reasonable precautions to protect the property rights of the Owners within the Cemetery from loss or damage, but the Town distinctly disclaims all responsibility or liability for loss or damage from causes beyond its control and especially from damage caused by elements, of an act of God, thieves, vandals, strikers, malicious mischief, makers, explosion, unavoidable accidents, invasions, insurrections, riots, or an act of war.

5. PLOTS

a. The plans for subdivision of lands made available by the Town for use as a Cemetery shall be kept on record at the Town office, together with all subsequent plans for subdivision of such other lands approved by the Town for use as a Cemetery, which shall be the plans of the Cemetery herein referred to and all Interments shall be made, and records kept by the Town in accordance with such plans of subdivision. Copies of all such plans of subdivision shall be available for inspection free of charge at the Town office during normal office hours.

b. The Town shall issue a Burial Deed to each purchaser of a Grave Plot, Plots, or Columbarium Niche and will be responsible for collecting all fees per Schedule A.

    i. The Burial Deed shall include the following information:

        1. The full legal name of the purchaser(s).
        2. Purchasers' contact information.
        3. Physical and mailing address.
        4. Date of purchase.
        5. Amount of the sale and terms of payment.
        6. Location of Plots/Niche.

c. Plots and Niches in the cemetery shall be sold by the Town upon the Purchaser paying in advance the amounts shown in Schedule "A" of the resolution in support of this Bylaw and subsequent Bylaws pertaining to the Cemetery and on completion of an application to purchase a Burial Deed.

    i. One individual may purchase a maximum of eight (8) Grave Plots at any time.

d. Burial rights in the Cemetery shall not be sold, transferred or disposed of in any way by any person without the written consent of the Town. The Plot/Niche Owner may transfer

the Burial Deed only upon payment of the necessary fees as shown in Schedule "A" and make the necessary application to the Town.

e. No person shall further subdivide or alter any Niche or Plot in any manner at variance with the subdivision plans on record in the Town Office for lands approved for use as a Cemetery.

f. The Owner may sell their Plot or Niche to the Town, and the Town will buy back the Plot or Niche at an amount representing at least 85% of the market value of the Plot or Niche at the date of resale.

g. The Purchaser(s), or the legal representative(s), of a single Plot will have direct control over the burial access rights of said Plot unless a transfer of Ownership is obtained.

h. Plot configurations are as follows:
   i. Full burial Grave Plots are 4' x 8'.
   ii. Cremation Plots are 2' x 2'.
   iii. An individual Columbarium Niche is 1' x 1' x 1' deep.

i. Fences, railings, walls, copings and other enclosures around the Grave Plots are prohibited.

6. INTERMENT

a. No Interment is permitted to be undertaken within the Cemetery until the Town has received the following:

   i. Burial Deed and confirmation of Ownership.
   ii. The Burial Application for the deceased, including the following information:

      1. Name of deceased.
      2. Age and Date of Birth.
      3. Burial Date and Time.
      4. Residence at time of death.
      5. Plot Information.

   iii. The burial permit/certificate of burial/disposition permit from the government of Alberta vital statistics or proper governing authority.

   iv. Payment of all applicable fees and charges, in full.

b. No Plots shall be used for any purpose other than burial grounds for human remains or cremated human remains.

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c. No person shall be buried in any Plot or Niche unless they are the registered Owner of the Burial rights for said Plot or Niche or have received written consent from the Owner or agent of the Owner, or unless, where two or more persons hold the Plot or Niche, the surviving person or persons consent thereto in writing. Ultimately, the Town has full discretion to determine Ownership of a Plot or Niche.
    i. In the case of dispute or question of Ownership, the burden of proof is on the holder of the Burial Deed or the applicant, not the Town of Bon Accord.

d. An authorized person of the deceased must sign the Burial Application.

e. Graves for Interments and Inurnments shall be opened and closed only by persons employed by the Town of Bon Accord. A fine may be levied for unauthorized digging.

f. The funeral home shall be responsible for lowering the casket.

g. Only one (1) casket Interment and up to two (2) Inurnments may take place within one (1) plot.

    i. The casket must be placed first.

h. A maximum of eight (8) cremated remains may be interred in one regular Grave Plot.

i. No cremated remains shall be scattered at the cemetery.

j. Interment will not be permitted in Plots or Niches where written records are insufficiently accurate to confirm either Ownership or occupancy.

k. Advance notification of Interment is required in accordance with the following:

    i. Three (3) business days between May 1st and October 31st.
    ii. Five (5) business days between November 1st and April 30th.
    iii. If there is a good reason for the grieving family to accelerate the Interment time, the Town may consider an application subject to staff time, availability, and weather conditions.

l. Additional charges for burials carried out on a weekend, Statutory holiday, a declared holiday or after 3:00 p.m. weekdays shall follow the rates as established in Schedule “A” attached and forming part of this Bylaw.

m. The Owner of a Plot or Niche, or the person instructing the Town to open a Plot or Niche, shall give complete and precise instructions regarding the location, and the Town shall not be responsible for any errors resulting from the lack of proper instruction.

n. No Grave for the burial of a deceased shall be less than five (5) feet in depth from the surface of the ground surrounding the grave.

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o. No Grave for the burial of cremated remains shall be less than twenty-four (24) inches in depth from the surface of the ground surrounding the Grave.

p. Concrete liners or vaults are required for the burial of a body.

7. DISINTERMENT

a. A written order from the Owner of the Plot or Niche and/or authorized person of the deceased, and a permit for the Disinterment or removal of a body from the provincial medical health officer must be provided and approved by the Town of Bon Accord before disinterring a body.

b. The Owner of the Plot or Niche, permit holder, or provincial medical officer requesting the Disinterment shall be responsible for the cost of the Disinterment process, including post-plot cleanup, to be completed by a qualified company or person(s) only during regular work hours to the satisfaction of the Town.

c. No person not authorized by the Town shall disinter or remove a body or cremated remains from any Plot or Niche.

8. INSTALLATION OF MARKERS AND MEMORIALS

a. All persons wishing to place a new Marker must first obtain a permit from the Town of Bon Accord. A Marker permit must be completed and returned to the Town office before any work is undertaken in relation to the placing of the Marker or Memorial. The Marker permit fee must be submitted to the Town before any Marker or Memorial is placed in the Cemetery.
    i. The Town recommends that families wait 6 months to 1 year for the ground to settle before installing markers. The Town is not responsible or liable for Markers or Memorials damaged by the ground settling or any other natural occurrence.

b. All firms or individuals wishing to repair, replace, or remove an existing Marker must obtain permission from the Town of Bon Accord.
    i. Persons must provide proof that they have the legal right to repair, replace, or remove an existing Marker.
    ii. The onus will be on the person to prove that they have the legal right to repair, replace, or remove an existing Marker.

c. No Markers shall be erected except during regular working hours unless prior permission in writing has been granted by the Town.

d. All Markers must be flat Markers (i.e., not to exceed ground surface) except in the old section (initial phase) of the cemetery grounds where pillow Markers are allowed.

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e. All Markers, including applicable Foundation, shall be confined within the boundaries of a Grave Plot and placed in such a manner as to maintain proper alignment.

f. Pillow Markers require a concrete Foundation.

g. No person shall solicit business or distribute business cards or place an advertising trademark on any Marker or Memorial or any other fixture or structure within the Cemetery.

h. Ownership of Markers and Memorials belongs to the estate of the deceased person(s).

i. All persons employed in the construction, erection, and maintenance of Markers, whether employed by the Town or not, shall be subject to the direction and control of the Town.

j. All persons erecting, repairing, or replacing Markers shall ensure that the surrounding areas are left in the same conditions as found.

k. The Town shall not be liable for damages resulting from theft, vandalism or damage, howsoever caused to Markers erected upon a Plot.

l. Markers with urns or vases attached are prohibited. Vases may be inverted into the ground at the plot site.

m. No fixture of any type, such as pictures or ornaments, may be attached or affixed to any part of a Marker.

n. No Grave cover is allowed in any portion of the cemetery.

o. When cremated remains are placed in a plot where a body has been interred, flat Markers shall be placed over the top of the plot marking the cremated remains.

p. When up to eight (8) cremated remains are placed in a plot, flat Markers shall be placed at the top of each burial site.

q. No permanent Marker shall be placed on any Grave Plot before the Interment of human remains in such Grave Plot unless it is a Double Grave Marker and one of the persons is interred in the plot or is placed so as not to interfere with future burials (e.g., cremations). If a double Marker is erected before both Interments, the Town of Bon Accord will not be responsible for removing the Marker. Families must have the Marker removed before Town staff begin the excavation. Extra notice may be required for the burial. A form must be signed indicating that the family understands they must have the marker removed before future excavation.

r. No work shall be done upon any Marker, nor shall any Marker be removed from any Grave Plot without permission from the Town.

s. Inscription of the Columbarium will be permitted only on the granite front provided for the Niche and only upon receipt of deposit payment as stated in Schedule "A".

t. Persons wishing to place or install a Memorial in the cemetery must obtain prior permission from the Town in accordance with this Bylaw.

   i. Applications for a Memorial in the Cemetery can be submitted to the CAO for approval.
   ii. The Town reserves the right to deny applications for any reason.
   iii. The Town must approve the location of the Memorial.
   iv. Applicants are responsible for the cost and installation of the Memorial and any associated plaques.
   v. The Town must approve all wording for commemorative plaques.
   vi. The CAO may approve Memorials in the Cemetery.

u. The Town shall report to a family member or responsible party of an installation that is in disrepair *if* the disrepair is noted during general maintenance. It shall be the duty of the family member or responsible party to repair or remove the installation within 30 days after receiving written notice from the Town.

v. The Owner is responsible for the proper condition of a Marker or Memorial. The Town may remove an out-of-repair Marker or Memorial that is deemed to cause a safety hazard without notice.

9. GRAVE DECORATIONS

a. No person shall place any Grave Decorations on or at a Plot or Niche at any time, including but not limited to Grave covers, foot Markers, statues, fencing, plants, lawn ornaments, solar lights, toys, and loose vases. Any items so placed may be removed by the Town without notice
b. No person shall plant any Vegetation anywhere in the Cemetery except persons contracted or employed by the Town. Any Vegetation planted by a person not contracted or employed by the Town shall be removed by the Town.

c. Vegetation in or around Plots is prohibited, except as placed or installed by the Town.

d. Fresh-cut flowers and other funeral floral arrangements may be placed on a Grave or at the base of a Columbarium; however, they will be removed by Town staff without notice if they become unsightly, wilted or wind-strewn.

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e. Artificial flowers on Graves or at the base of a Columbarium are allowed; however, they will be removed by Town staff without notice at the discretion of the maintenance staff.

10. MAINTENANCE AND CONTROL

a. No person other than an Employee of the Town or its designate, or the Owner of a Plot or Niche or his agent, shall be permitted to care for any Plot or Niche in the cemetery.

b. The Town shall have the authority to remove from any Plot or Niche any weeds, grass, funeral designs and/or floral pieces that have become wilted or any other articles or things deemed unsightly.

c. All grading, seeding of grass, and sod work shall be done under the direction of the Town by Employees of the Town.

    i. No person shall change the grade of any Plot other than the Town or an authorized representative of the Town. Where the grade of a Plot has been changed, the Town may, without notice, proceed to restore the grade at the Owner's sole expense.

d. No person shall place anything on or adjacent to a Plot or Niche, which in the opinion of the Town restricts or hampers regular maintenance activities. The Town shall have the authority to remove, without notice, any such object or thing.

e. The Town shall not be held liable for the loss of any item removed from any Plot or Niche in the Cemetery.

f. If, in the opinion of the Town, where any greenery, vegetation, plants, or other landscaping situated on or about the Cemetery has become unsightly, dangerous, or inconvenient to the public or the Town, the Town shall have the right to remove such greenery, plants, or landscaping without notice to any affected Owner or other person.

g. No person shall pick flowers, break, injure any tree, shrub, or plant, or write upon, destroy, deface, or damage any Memorial, Marker, Monument, fence, fixture, or structure within the Cemetery.

h. No person shall throw, abandon, or dispose of rubbish or waste anywhere within the Cemetery except in the receptacles specifically provided for such a purpose by the Town, or otherwise create an unsightly condition within the Cemetery.

11. VISITORS

a. Gatherings permitted in the Cemetery are limited to funerals, graveside or remembrance ceremonies, and with the written consent of the Town Manager, gatherings for historical, educational, and/or spiritual purposes.

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b. Under no circumstances may a party or other unscheduled gathering occur in the Cemetery.

c. No person other than an Employee or contractor under the direction of the Town shall enter or remain in the Cemetery between 11:00 PM and 6:00 AM.

d. No person shall disturb the quiet or good order of the Cemetery by noise or any other improper conduct including, but not limited to:

    i. Willfully and unlawfully disturbing persons assembled for an Interment;
    ii. Committing any willful damage to the Cemetery's landscape, sod, trees, shrubs, flowers, plants, Markers, Memorials, Monuments, Niches, buildings, structures, fences, or any other ornaments, structures, or fixtures in the Cemetery.

e. No person shall drive any vehicle through the Cemetery at a speed exceeding 10 KMPH or drive upon any part of the Cemetery except for the roadways provided specifically for vehicular access.

f. The Town may prohibit the driving of vehicles in any part of the Cemetery.

g. The Owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.

h. No person shall ride a horse in the Cemetery except as part of a funeral procession.

i. No dogs or other animals shall be allowed in the Cemetery.

j. The use of snowmobiles and other all-terrain recreation vehicles within the Cemetery shall not be permitted.

k. No person shall enter the Cemetery carrying a firearm unless such a person is participating in a military funeral and has lawful authority to bear such a firearm.

l. Persons within the Cemetery shall take care to use walkways and not walk upon or across plots, except Cemetery staff or contractors directed by the Town in performing their work. The Town expressly disclaims liability for any injuries sustained by anyone violating this rule.

m. A Peace Officer may evict any person(s) contravening this Section or any part of this Bylaw from the Cemetery and applying any other remedy provided for in this Bylaw.

12. PENALTY

a. Any person who destroys, damages, defaces, or writes upon any Marker, Memorial, Monument or other structure or object in the Cemetery in contravention of this Bylaw shall be guilty of an offence and liable upon summary conviction to a fine not less than five hundred dollars ($500.00) and to a total fine of not more than two thousand, five hundred dollars ($2,500.00) plus all costs of restoration and in default of payment to imprisonment for a period not exceeding six (6) months.

b. Any person who commits a breach of any other provisions of this Bylaw shall, on conviction for such breach, be liable to a penalty of not less than two hundred dollars ($200) and not exceeding ten thousand dollars ($10,000.00) exclusive of costs, or in the case of non-payment of the fine and costs imposed, to imprisonment for any period not exceeding sixty (60) days.

c. If a person is found guilty of an offence under this Bylaw, the Court may, in addition to any other penalty imposed, order the person to comply with this Bylaw.

d. The levying and payment of any fine or imprisonment for any period provided in the Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which they are liable under the provisions of this Bylaw.

e. Bylaw 2020-04 is hereby repealed.

f. This Bylaw shall come into force and effect on the date of 3rd reading, regardless of the date that it is signed in accordance with section 213 of the *Municipal Government Act*.

SCHEDULE "A"

CEMETERY FEES

GRAVE PLOTS

Regular Plot (Full Burial)	$935.00
Family Cremation Plot (Accommodate up to 8 Urns)	$935.00
Cremation Plot (Accommodate 1 Urn)	$275.00
Columbarium Niche (Accommodate 1 Urn)	$1,045.00

OPEN & CLOSE

Summer (May 1st through to October 31st) Weekdays before 3:00 PM

Regular Plot (Full Burial)	$605.00
Family Cremation Plot (Accommodate up to 8 Urns)	$385.00 per urn
Cremation Plot (Accommodate 1 Urn)	$385.00
Columbarium Niche (Accommodate 1 Urn)	$165.00

Summer (May 1st through to October 31st) Weekdays *after 3:00 PM* and Weekends and Holidays

Regular Plot (Full Burial)	$1,100.00
Family Cremation Plot (Accommodate up to 8 Urns)	$880.00 per urn
Cremation Plot (Accommodate 1 Urn)	$880.00
Columbarium Niche (Accommodate 1 Urn)	$660.00

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Winter (November 1st through to April 30th) Weekdays before 3:00 PM

Regular Plot (Full Burial)	$715.00
Family Cremation Plot (Accommodate up to 8 Urns)	$495.00 per urn
Cremation Plot (Accommodate 1 Urn)	$495.00
Columbarium Niche (Accommodate 1 Urn)	$165.00

Winter (November 1st through to April 30th) Weekdays *after 3:00 PM* and Weekends and Holidays

Regular Plot (Full Burial)	$1,210.00
Family Cremation Plot (Accommodate up to 8 Urns)	$990.00 per urn
Cremation Plot (Accommodate 1 Urn)	$990.00
Columbarium Niche (Accommodate 1 Urn)	$660.00

OTHER CHARGES

Damage Deposit – Columbarium Niche**	$500.00
Transfer of Burial Deed	$250.00
Disinterment Fees	Flow-through charges + 10 %
Marker Permit Fee	$110.00

**A damage deposit fee in the amount of $500 must be received before the Interment or removal of the Columbarium door for engraving (if done by family). The damage deposit is taken to cover the cost of a lost key or damage to the Columbarium door. The damage deposit will be returned within 14 business days after the Interment or replacement of the door.