

**Town of Bon Accord**  
**AGENDA**  
**Regular Council Meeting**  
**December 16, 2025 9:00 a.m. in Council Chambers**  
Live streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER AND LAND ACKNOWLEDGEMENT**
- 2. ADOPTION OF AGENDA**
- 3. ADOPTION OF MINUTES**
  - 3.1. December 2, 2025; Regular Council Meeting (enclosure)
- 4. DELEGATION**
- 5. DEPARTMENTS REPORT**
  - 5.1. December 2025 (enclosure)
- 6. UNFINISHED BUSINESS**
  - 6.1. Committee of the Whole Meetings – Change of Day/Time (enclosure)
- 7. NEW BUSINESS**
  - 7.1. Bon Accord Solar – Inverters Extended Warranty (enclosure)
- 8. BYLAWS/POLICIES/AGREEMENTS**
  - 8.1. 2025-08 Utilities Bylaw – 2<sup>nd</sup> and 3<sup>rd</sup> Readings (enclosure)
  - 8.2. 2025-09 Waste Collection Bylaw – 2<sup>nd</sup> and 3<sup>rd</sup> Readings (enclosure)
- 9. WORKSHOPS/MEETINGS/CONFERENCES**
  - 9.1. 2026 Brownlee Emerging Trends Registration (enclosure)
- 10. COUNCIL REPORTS**
  - 10.1. Mayor Holden (enclosure)
  - 10.2. Deputy Mayor Bidney (enclosure)
  - 10.3. Councillor Gallant (enclosure)
  - 10.4. Councillor Larson (enclosure)
  - 10.5. Councillor May (enclosure)
- 11. CORRESPONDENCE**
  - 11.1. STARS Support Request Letter (enclosure)
- 12. NOTICE OF MOTION**
  - 12.1. Councillor May – Transport Trucks (enclosure)
- 13. CLOSED SESSION**
  - 13.1. Highway 28/51 Street Drainage – ATIA Section 19 Disclosure harmful to business interests of a third party
- 14. ADJOURNMENT**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
December 2, 2025 6:00 p.m.  
Live streamed on Bon Accord YouTube Channel**

**COUNCIL  
PRESENT**

Mayor Brian Holden  
Deputy Mayor Lynn Bidney  
Councillor Cindy Gallant  
Councillor Tanya May  
Councillor Timothy J. Larson

**ADMINISTRATION**

Tim Duhamel – Interim CAO  
Bill Rogers – Interim CAO  
Falon Fayant – Corporate Services Manager  
Terry Doerkson – Infrastructure Manager  
Jessica Spaidal – Legislative Services & Communications Supervisor

**CALL TO ORDER AND LAND ACKNOWLEDGEMENT**

Mayor Holden called the meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

There were no objections to adding the topic of Interim CAO Appointment to the first item of business on the agenda.

COUNCILLOR LARSON MOVED THAT Council adopt the December 2, 2025, agenda as amended.

**CARRIED UNANIMOUSLY RESOLUTION 25-463**

***Interim CAO Appointment***

DEPUTY MAYOR BIDNEY MOVED THAT Council appoints Bill Rogers as Interim CAO with Tim Duhamel as a back up.

**CARRIED UNANIMOUSLY RESOLUTION 25-465**

**ADOPTION OF MINUTES**

***November 18, 2025; Regular Council Meeting***

COUNCILLOR MAY MOVED THAT Council approves the November 18, 2025, Regular Meeting of Council minutes as amended.

**CARRIED UNANIMOUSLY RESOLUTION 25-466**

***November 26, 2025; Committee of the Whole Meeting***

COUNCILLOR GALLANT MOVED THAT Council approves the November 26, 2025, Committee of the Whole Meeting minutes as presented.

**CARRIED UNANIMOUSLY RESOLUTION 25-467**

**DELEGATION**

**Town of Bon Accord  
Regular Meeting of Council Minutes  
December 2, 2025 6:00 p.m.  
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***S.Sgt. Darcy McGunigal – Morinville RCMP Detachment – Quarterly Presentation***

COUNCILLOR LARSON MOVED THAT Council accepts the delegation as information.

**CARRIED UNANIMOUSLY RESOLUTION 25-468**

**UNFINISHED BUSINESS**

***2026 Interim Budget***

DEPUTY MAYOR BIDNEY MOVED THAT Council approves the 2026 interim operating budget with the amendment to move \$22,000 for heaters at the arena to a different spot in the capital budget and to approve the amended interim capital budget as presented.

**CARRIED UNANIMOUSLY RESOLUTION 25-469**

COUNCILLOR MAY MOVED THAT Council accepts the 3-year operating plans and the 5- and 10-year capital plans as information.

**CARRIED UNANIMOUSLY RESOLUTION 25-470**

**NEW BUSINESS**

***Holiday Closure 2025***

DEPUTY MAYOR BIDNEY MOVED THAT Council approves Option 4 of holiday closure for 2025.

1 Opposed

**CARRIED RESOLUTION 25-471**

***North Saskatchewan Watershed Alliance Membership***

COUNCILLOR MAY MOVED THAT Council decline the contribution to the North Saskatchewan Watershed Alliance in the amount of \$888.60 for the current year.

**CARRIED UNANIMOUSLY RESOLUTION 25-472**

***Council Committee Appointment Amendment***

COUNCILLOR LARSON MOVED THAT Council appoints Councillor May as an alternate on the Regional Emergency Advisory Committee, thereby amending the 2025-2026 Council Appointments to Boards, Commissions and Committees.

**CARRIED UNANIMOUSLY RESOLUTION 25-473**

***Library Board Appointment***

COUNCILLOR MAY MOVED THAT Council appoints Lacey Laing to the Bon Accord Public Library Board for a 3-year term ending December 2, 2028.

**CARRIED UNANIMOUSLY RESOLUTION 25-474**

**BYLAWS/POLICIES/AGREEMENTS**

***2025-08 Utilities Bylaw – 1st Reading***

COUNCILLOR LARSON MOVED THAT Council gives 1st reading to Utilities Bylaw 2025-08 as presented.

**Town of Bon Accord  
Regular Meeting of Council Minutes  
December 2, 2025 6:00 p.m.  
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**CARRIED UNANIMOUSLY RESOLUTION 25-475**

***2025-09 Waste Collection Bylaw – 1st Reading***

DEPUTY MAYOR BIDNEY MOVED THAT Council gives 1st reading to Waste Collection Bylaw 2025-09 as presented.

**CARRIED UNANIMOUSLY RESOLUTION 25-476**

**CORRESPONDENCE**

***National Police Federation – Alberta RCMP Update Letter and Research***

COUNCILLOR LARSON MOVED THAT Council accepts the correspondence as information.

**CARRIED UNANIMOUSLY RESOLUTION 25-477**

**ADJOURNMENT**

COUNCILLOR MAY MOVED THAT the December 2, 2025, Regular Meeting of Council adjourn at 7:01 p.m.

**CARRIED UNANIMOUSLY RESOLUTION 25-478**

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Mayor Brian Holden

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CAO

## News | Projects | Events

### News

- At the December 2, 2025, Regular Council Meeting, Council appointed Bill Rogers as Interim CAO.
- The Town office will be closed December 24-28 and December 31-January 4 for the holiday season. Public works on call staff remain available for emergent situations at 780-975-0770. For resident resources, please visit our website <https://bonaccord.ca/resident-resources>

### Projects

- At the December 2, 2025, Regular Council Meeting, Council approved the 2026 Interim Operating and Capital Budgets resulting in a *projected* tax levy increase of 3.17% or \$90 per year for the average residential assessment. Actual tax levy changes are determined with the passing of the taxation bylaw in the Spring.

### Events & Programs

- NEW Pilot Stick & Puck program for the 2025-2026 season: Tuesdays from 4-5pm, grab your gear and have some fun on the ice! Rules apply.
- November 20th Art Night Out: 10 people registered.
- November 25th Community Field Trip – Greenland Garden Centre: 14 people registered.
- November 30th Rooted in Wellness Community Dinner: 52 people attended.
- December 1st Home Alone course: 6 youth attended.
- December 6th Winter Wonder-Fest: another wonderful year – thank you to the staff and volunteers who make this event a success. 130 people enjoyed Santa's Breakfast and 86 people attended turkey bingo. There were 28 vendors for the Christmas Market and the concession lunch served 76 people.

### Key Meetings

- Nov 20: All-Staff Meeting
- Dec 10: Community Services Advisory Board Meeting
- Dec 12: All-Staff Function (Christmas Party)

### Conferences and Training

- Nov 11-14: AB Municipalities Convention – 2 staff
- Nov 26-28: FCSSAA Conference – 1 staff
- Dec 11: Election, The Aftermath webinar – 1 staff
- Dec 4: AMCA Fall Workshop – 1 staff

## Department Highlights

### Administration | Town Manager

- At the December 2, 2025, Regular Council Meeting, Council appointed Bill Rogers as Interim CAO.
- Tim Duhamel and Bill Rogers attended the 2025 Alberta Municipalities Convention in Calgary
- Tim Duhamel of Bloom Centre for Municipal Education conducted part 2 of Council orientation on December 2 and 3.

### Legislative Services | Communications

- Conducted Access to Information/Protection of Privacy and Cyber Security training during part 2 of Council's orientation. This training is conducted annually.
- Attended the AMCA virtual fall workshop. Topics included new privacy legislation (ATIA/POPA), election review, and code of conduct considerations. As of the workshop, there have been no announcements regarding a release date of code of conduct regulations.

### Economic Development | Safe Communities

- Hosted "Coffee with a Cop"  
Coordinated and delivered a successful community engagement event, supporting positive relationships between residents and law enforcement.
- Managed Local Bylaw Complaints  
Addressed and followed up on ongoing bylaw concerns, ensuring timely responses and clear communication with affected residents.
- Planning & Development Support  
Worked with Kyle Miller to design and implement an improved filing and tracking system for planning documents, enhancing departmental organization and workflow.
- Municipal Permit Organization (2024–2025) – Ongoing  
Organizing all municipal permits and developing a streamlined tracking system to improve record accuracy and accessibility. This project remains in progress and has taken up most of the past few weeks.
- Grant Research  
Continued researching current grant opportunities to support municipal initiatives and future development projects.

- **Invest Alberta RFI Submission**  
Prepared and applied for a Request for Information with Invest Alberta regarding a 60-acre land opportunity, in collaboration with Infrastructure Manager Terry.
- **Regional Partnership Work**  
Attended the Sturgeon Regional Positive Ticketing meeting with Morinville RCMP to support youth engagement initiatives across the region.

### Corporate Services

- The Canada Summer Jobs Grant is open, and the application deadline is December 11. Administration has applied for four summer positions, two in parks and two for summer youth programs.
- With the close of the 2025 year, administration will begin preparing for the 2025 audit, which typically occurs in February.

### Community Services

- Upcoming programs and events include:
  - Additional/extended times have been scheduled for the holiday season for public skating and stick & puck sessions. Please check our event calendar <https://bonaccord.ca/calendar>
  - Pickleball continues throughout the holiday season on Mondays from 6:30-9PM at Lilian Schick School gymnasium.
  - January 22nd Community Art Night at the arena mezzanine.
  - January 25th Rooted in Wellness Community Dinner at the community hall.
  - January 30th Youth Drop-In and Lunch program at the arena mezzanine.
- Community Services has been busy preparing for our upcoming programs and planning for the 2026 program and event year.

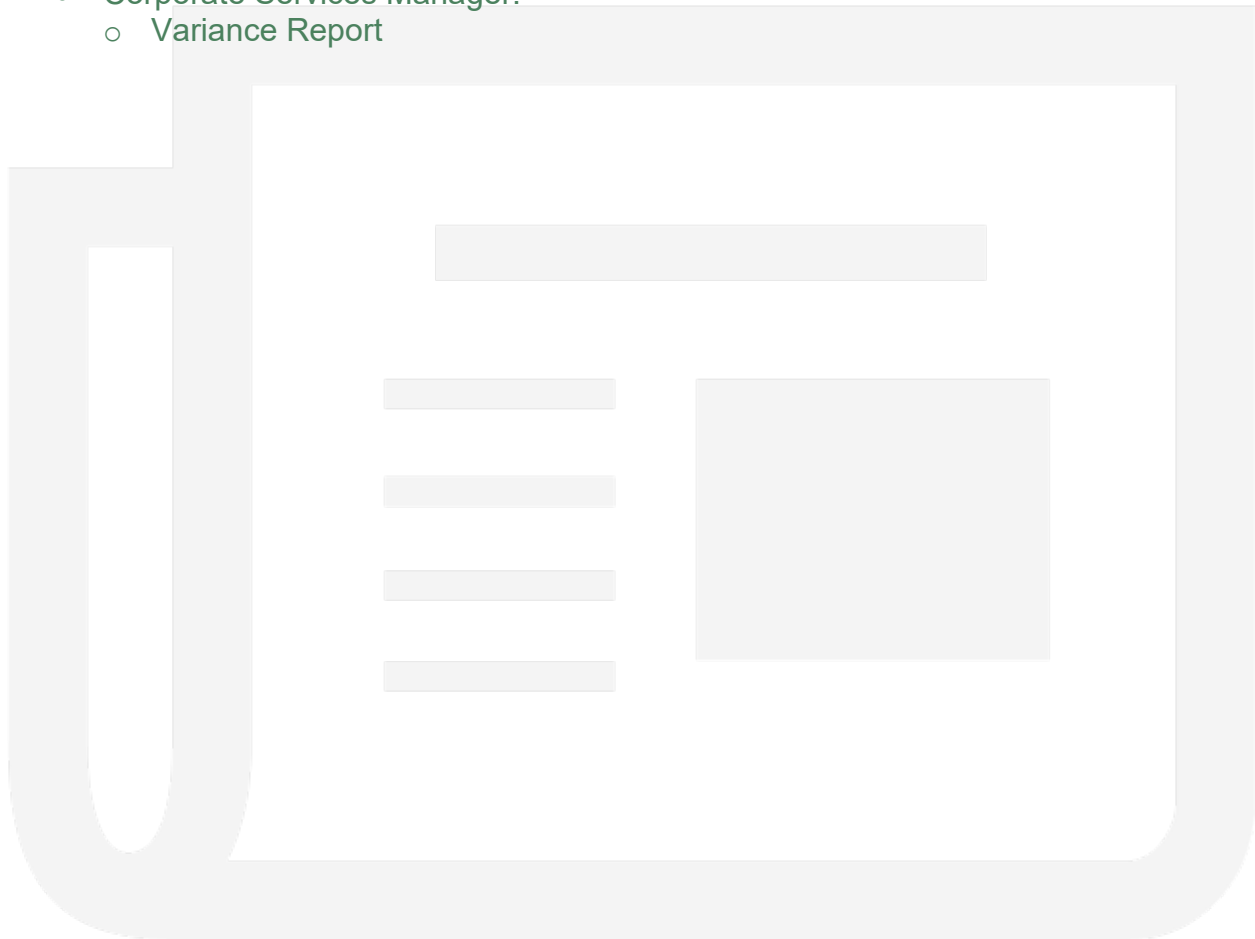
### Operations | Public Works

- Winter operations are well underway because of the recent snow events. Main arteries are being kept clear and sanded as time permits.
- Snow accumulations on road surfaces are increasing, but as this is written, no residential snow clearing is planned. When snowpack levels prompt a removal cycle, the schedule for zone clearing will be posted on the Town's website.
- Staff hours have been spent between servicing equipment and training courses.
- Hydrant 26 has been replaced and back in service.
- Both lift stations have had their annual cleaning.
- Arena facility and programs have been operating with minimal issues.
- The upcoming holiday season has some staff off so this period will be operating

with minimal personnel, but staff will be available in the event of an emergency or heavy snow event.

## Attachments

- Town Manager:
  - Action Item List
- Corporate Services Manager:
  - Variance Report





# *Town Manager Action List*

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**Date:** December 16, 2025  
**Reporting Period:** November 19 – December 15, 2025  
**Submitted by:** Bill Rogers, Interim CAO

## **ACTON ITEM LIST:**

<b>Action Item</b>	<b>Status</b>
<b>Rosieridge Waste Management Services Commission</b> Council resolved to direct administration to enter into conversations with Rosieridge Waste Management Services Commission to explore coordinating waste collection across the region.	In progress
<b>Arena Advertising Agreement – FOIP Act Section 24 Advice from officials</b> Administration to draft a new agreement with CNN Spurs for arena board advertising for Council review and approval.	In progress
<b>Proposed Park Renaming Survey Results</b> Council accepts this report as information and directs administration to investigate the cost of signage for said parks.	In progress Recommendation—staff brings forward costs during the 2026 budget deliberation process.
<b>Joint Use and Planning Agreement</b> Council directs that the Town Manager and the Mayor sign the Joint Use and Planning Agreement.	The Town has advised the School Board of this decision and school officials have advised that the School Board is reviewing the proposed agreement.
<b>School Bus Stop Sign Extender Proposal</b> Council directs administration to draft a letter to local contractors in the area encouraging them to give feedback on the town bus stops.	Administration has reached out to the school board for a list of contractors to forward the letter too. There has been no response to date.
<b>Nature-Based Stormwater Project</b> Council approved engaging Magna Engineering Services to work on a Nature-Based Stormwater Park and to continue working on grant funding opportunities, capital planning, and landowner negotiations as required for this project.	Ongoing

<p><b>Sign Proposal: Jointly Owned School Track Area</b>  Administration to proceed with option 1 as presented and recommend to Sturgeon Public Schools that a bylaw sign be installed and suggest the idea of a monetary fine of \$200 be added to the sign at the school's expense as a less costly option for the track fence retrofit and that the Town grants permission for the sign to be installed on this jointly owned property.</p>	In progress
<p><b>Resident Concern re: Neighbour Video Surveillance</b>  Council directs administration to consult legal and begin to plan for possible bylaw regarding video surveillance and drones.</p>	In progress
<p><b>Council Direction to Administration on Public Engagement and Communication</b>  • <b>Post Election Council Message to Public</b>  • <b>Strategic Plan Communications – Accomplishments/Achievements</b>  • <b>First 60 Days</b>  COUNCILLOR LARSON MOVED THAT Council directs administration to proceed with public engagement and communication to the public as follows:  • Post Election Council Message to Public  • Strategic Plan Communications – Accomplishments/Achievements  • First 60 Days</p>	In progress

**Year-to-Date Variance Report (Unaudited)**  
for the year ending December 31, 2025  
Reporting period: up to December 9, 2025

DEPARTMENT	REVENUES			EXPENSES			NET	NET	NET	% Change between Actual & Budget
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance Actual-Budget	
General Municipal	2,691,224	2,710,651	- 19,427	344,890	464,834	- 119,944	2,346,334	2,245,817	100,517	4%
<b>TOTAL MUNICIPAL</b>	<b>\$ 2,691,223.85</b>	<b>\$ 2,710,651.00</b>	<b>-\$ 19,427.15</b>	<b>\$ 344,889.93</b>	<b>\$ 464,834.00</b>	<b>-\$ 119,944.07</b>	<b>\$ 2,346,334</b>	<b>\$ 2,245,817</b>	<b>\$ 100,517</b>	<b>4%</b>
Election	-	-	-	1,361	2,000	- 639	(1,361)	(2,000)	639	-47%
Council	-	-	-	102,632	125,791	- 23,159	(102,632)	(125,791)	23,159	-23%
<b>TOTAL COUNCIL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,993</b>	<b>\$ 127,791</b>	<b>-\$ 23,798</b>	<b>-\$ 103,993</b>	<b>-\$ 127,791</b>	<b>\$ 23,798</b>	<b>19%</b>
Administration	23,801	23,890	- 89	563,550	650,288	- 86,738	(539,749)	(626,398)	86,649	-16%
EV Chargers	1,332	750	582	3,980	7,425	- 3,445	(2,648)	(6,675)	4,027	-152%
<b>TOTAL ADMINISTRATION</b>	<b>\$ 23,801</b>	<b>\$ 23,890</b>	<b>-\$ 89</b>	<b>\$ 563,550</b>	<b>\$ 650,288</b>	<b>-\$ 86,738</b>	<b>-\$ 539,749</b>	<b>-\$ 626,398</b>	<b>\$ 86,649</b>	<b>14%</b>
Fire Services	10,923	10,708	215	46,389	57,311	(10,922)	(35,466)	(46,603)	11,137	-31%
Emergency Services	-	-	-	17,392	27,643	(10,251)	(17,392)	(27,643)	10,251	-59%
Bylaw	51,458	48,322	3,136	29,912	142,698	(112,786)	21,546	(94,376)	115,922	538%
<b>TOTAL PROTECTIVE SERVICES</b>	<b>\$ 62,381</b>	<b>\$ 59,030</b>	<b>\$ 3,351</b>	<b>\$ 93,693</b>	<b>\$ 227,652</b>	<b>-\$ 133,959</b>	<b>-\$ 31,312</b>	<b>-\$ 168,622</b>	<b>\$ 137,310</b>	<b>81%</b>
Municipal Planning	6,561	15,750	- 9,189	111,724	145,428	- 33,704	(105,163)	(129,678)	24,515	-23%
Economic Development	2,500	5,850	- 3,350	94,308	119,373	- 25,065	(91,808)	(113,523)	21,715	-24%
Safe Communities	-	60	- 60	143	680	- 537	(143)	(620)	477	-333%
<b>TOTAL PLANNING &amp; DEVELOPMEN</b>	<b>\$ 9,061</b>	<b>\$ 21,600</b>	<b>-\$ 12,539</b>	<b>\$ 206,031</b>	<b>\$ 264,801</b>	<b>-\$ 58,770</b>	<b>-\$ 196,971</b>	<b>-\$ 243,201</b>	<b>\$ 46,230</b>	<b>19%</b>
Public Works - Roads	18,312	13,256	5,056	366,062	511,518	- 145,456	(347,750)	(498,262)	150,512	-43%
Storm Sewer & Drain	55,000	48,500	6,500	130,969	107,979	22,990	(75,969)	(59,479)	(16,490)	22%
Water	538,118	521,718	16,400	401,503	603,637	(202,134)	136,616	(81,919)	218,534	160%
Sewer	347,054	348,673	- 1,619	318,224	444,256	(126,032)	28,830	(95,583)	124,413	432%
Garbage	106,526	104,532	1,994	119,193	149,017	(29,824)	(12,668)	(44,485)	31,817	-251%
Cemetery	24,220	13,000	11,220	12,464	17,149	(4,685)	11,756	(4,149)	15,905	135%
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 1,089,231</b>	<b>\$ 1,049,679</b>	<b>\$ 39,552</b>	<b>\$ 1,348,416</b>	<b>\$ 1,833,556</b>	<b>-\$ 485,140</b>	<b>-\$ 259,185</b>	<b>-\$ 783,877</b>	<b>\$ 524,692</b>	<b>67%</b>
FCSS	72,651	58,138	14,513	94,526	121,839	- 27,313	(21,875)	(63,701)	41,826	-191%
<b>TOTAL FCSS</b>	<b>\$ 72,651</b>	<b>\$ 58,138</b>	<b>\$ 14,513</b>	<b>\$ 94,526</b>	<b>\$ 121,839</b>	<b>-\$ 27,313</b>	<b>-\$ 21,875</b>	<b>-\$ 63,701</b>	<b>\$ 41,826</b>	<b>66%</b>
Parks	77,605	73,540	4,065	110,550	171,567	- 61,017	(32,946)	(98,027)	65,081	-198%
Arena	260,867	258,569	2,298	282,427	377,705	- 95,278	(21,560)	(119,136)	97,576	-453%
Recreation	198,342	204,134	- 5,792	108,313	234,516	- 126,203	90,029	24,053	65,976	73%
<b>TOTAL REC &amp; COMMUNITY SERVICE</b>	<b>\$ 536,814</b>	<b>\$ 332,109</b>	<b>\$ 571</b>	<b>\$ 501,291</b>	<b>\$ 783,788</b>	<b>-\$ 282,497</b>	<b>\$ 35,523</b>	<b>-\$ 193,110</b>	<b>\$ 228,633</b>	<b>118%</b>
Library	-	-	-	64,405	65,181	- 776	(64,405)	(65,181)	776	-1%
<b>TOTAL LIBRARY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,405</b>	<b>\$ 65,181</b>	<b>-\$ 776</b>	<b>-\$ 64,405</b>	<b>-\$ 65,181</b>	<b>\$ 776</b>	<b>1%</b>
<b>Total Excl. General Municipal</b>	<b>\$ 1,793,938</b>	<b>\$ 1,544,446</b>	<b>\$ 45,358</b>	<b>\$ 2,975,904</b>	<b>\$ 4,074,896</b>	<b>-\$ 1,098,992</b>	<b>-\$ 1,181,966</b>	<b>-\$ 2,530,450</b>	<b>\$ 1,348,484</b>	<b>-114%</b>
<b>Total Incl. General Municipal</b>	<b>\$ 4,485,162</b>	<b>\$ 4,255,097</b>	<b>\$ 25,931</b>	<b>\$ 3,320,794</b>	<b>\$ 4,539,730</b>	<b>-\$ 1,218,936</b>	<b>\$ 1,164,368</b>	<b>-\$ 284,633</b>	<b>\$ 1,449,001</b>	

## Variance Report Notes

Reporting Period: up to December 9, 2025

### Municipal:

Year-end entries such as reserve transfers and expense accruals have not yet been completed.  
93% of taxes have been collected to date compared to 94% at this time last year.  
Penalties collected on taxes for the year are \$3,915 under budget.  
Franchise fee revenues are currently under budget by \$18,624.  
Investment revenue is currently over budget by \$35,525.

### Administration

Sales of goods and services are over budget by \$3,911.  
Legal is over budget by \$4,490 but should be offset by surplus in other department areas.  
Consultants is over budget by \$25,000 but should be offset by wages and salaries.

### Protective Services:

Bylaw fines revenues are \$1,416 higher than budgeted and animal licenses revenue is \$1,720 higher than budgeted.  
Bylaw revenue budgeted from the LGFF operating grant was received \$45,272.

### Roads, Water & Sewer:

Roads revenue from the sale of asphalt millings, \$5,056.  
Revenue budgeted from the LGFF operating grant was received \$13,256.  
Water sales are over budget by \$796.  
Bulk water sales are over budget by \$12,926  
Penalties are over budget by \$2,116.  
Revenue received from the LGFF operating grant budgeted to water was \$13,256.  
Sewer sales were under budget by \$1,758 and connections over budget by \$90.  
Revenues in water and sewer fluctuate throughout the year; water and sewer are close to budget.  
Bulk water sales can fluctuate based on seasons.  
Expenses are currently under budget for water, wastewater, and garbage services.

### Storm Water

Expenses for contracted services for the storm water projects; these expenses will be offset by approved transfers from reserves and grants for the project.  
Received the LGFF operating grant budgeted to fund the Springbrook Drainage study of \$45,000.  
Reserve transfers are completed with the year-end entries.  
\$10,000 re-allocated from investment income surplus to fund drainage projects.

### Economic Development & Planning:

Municipal planning - timing of expenses. Expected to be close to budget.  
Legal currently under budget by \$25,416.  
Economic development expenses are under budget, expected to be close to budget.  
\$2,500 revenue is the community grant received from Pembina Pipelines.

FCSS & Community Services:

Revenue includes the grant received from Edmonton Community Foundation \$17,000.

Other grants received are under budget by \$1,125.

Expenses are expected to be within budget.

Program revenues are under budget within recreation, however some programs will not run, so there will be no offsetting expenses.

Cemetery:

Plot sales are over budget by \$14,020 and open and close fees are over budget by \$200.

Recreation, Parks & Arena

The Sturgeon Recreation Funding Grant has been received, a total of \$337,758.

Parks revenue is over budget due to the agreement for rental of ball diamond #1.

Arena sales are over budget - rental of ice slab for ball hockey has contributed additional unexpected revenue.

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	December 16, 2025
<b>Presented by:</b>	Jessica Spaidal, Legislative Services & Communications Supervisor
<b>Title:</b>	<b>Committee of the Whole Meeting – Change of Day/Time</b>
<b>Agenda Item No.</b>	6.1

**BACKGROUND/PROPOSAL**

At the May 20, 2025 regular meeting of Council, Councillor May brought forward a motion for Council to have a discussion about changing the day or time of Committee of the Whole meetings.

At the June 3, 2025 regular meeting of Council, Council directed administration to send out a poll for new dates and times for Committee of the Whole meetings. This was done for June and August. Please note, September's Committee of the Whole meeting was cancelled and a Special Meeting was held on the same day.

At the October 30, 2025 Organizational Meeting, Council approved the 2026 Council Meeting Schedule (attached).

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The Procedural Bylaw 2023-05 states the following:

5. Committee of the Whole Procedures
- 5.1. Committee of the Whole meetings will be held on the 4th Wednesday of each month from 5 -7 pm.
- 5.2. The date and time of any Committee of the Whole meeting may be changed by Resolution of Council as needed.

Since the Committee of the Whole meeting procedures in the Procedural Bylaw indicate the day and time of each meeting, administration recommends updating this portion of the Procedural Bylaw to reflect the new date and time at an upcoming meeting.

If Council wishes to update the 2026 Council Meeting Schedule, Council could make a

motion to amend the schedule with one new date/time for all future Committee of the Whole meetings. Please note: July and December of the 2026 schedule do not have Committee of the Whole meetings, and September's meeting was moved to a different week to accommodate the Alberta Municipalities Convention. These considerations were included in the recommendation below.

## **STRATEGIC ALIGNMENT**

### ***Values Statement of Service Excellence:***

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

## **COSTS/SOURCES OF FUNDING**

N/A

## **RECOMMENDED ACTION (by originator)**

THAT Council directs administration to update the 2026 Council Meeting Schedule, changing the day and time for monthly Committee of the Whole meetings to [the fourth Tuesday of every month at 5pm] with the exception of July, September, and December AND FURTHER THAT administration update the Procedural Bylaw to reflect this change.

OR

THAT Council directs administration to...

Regular Meetings of Council are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The 1<sup>st</sup> meeting of the month commences at 6:00 p.m. and the 2<sup>nd</sup> meeting of the month commences at 9 a.m.

Committee of the Whole Meetings are held on the 4<sup>th</sup> Wednesday of each month from 5 p.m. to 7 p.m.

All meetings take place in Council Chambers, unless otherwise posted.

January 20, 2026	9 a.m.
January 28, 2026	5 p.m.
February 3, 2026	6 p.m.
February 17, 2026	9 a.m.
February 25, 2026	5 p.m.
March 3, 2026	6 p.m.
March 17, 2026	9 a.m.
March 25, 2026	5 p.m.
April 7, 2026	6 p.m.
April 21, 2026	9 a.m.
April 29, 2026	5 p.m.
May 5, 2026	6 p.m.
May 19, 2026	9 a.m.
May 27, 2026	5 p.m.
June 2, 2026	6 p.m.
June 16, 2026	9 a.m.
June 24, 2026	5 p.m.
July 7, 2026	5 p.m.
August 18, 2026	9 a.m.
August 26, 2026	5 p.m.
September 1, 2026	5 p.m.
September 15, 2026	9 a.m.
September 30, 2026	5 p.m.
October 6, 2026	5 p.m.
October 6, 2026	6 p.m.
October 20, 2026	9 a.m.
October 28, 2026	5 p.m.
November 3, 2026	6 p.m.
November 17, 2026	9 a.m.
November 25, 2026	5 p.m.
December 1, 2026	6 p.m.
December 15, 2026	9 a.m.



**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	December 16, 2025
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	<b>Bon Accord Solar – Inverters Extended Warranty</b>
<b>Agenda Item No.</b>	7.1

**BACKGROUND/PROPOSAL**

Dandelion Renewables, the contractor the Town worked with to construct the solar farm in 2020, has approached the Town to inform us of the option of purchasing an extended 5-year warranty for the solar inverters.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The solar farm currently has three (3) inverters installed with an original warranty of five (5) years. All three (3) of the inverters have been replaced within the past five (5) years. The lifespan of the inverters is 3 to 5 years.

The cost to replace one (1) inverter if not covered under warranty would be \$19,200; this is the current cost, and prices may continue to increase with inflation.

The cost to purchase an extended warranty for 5-years to 2030 would be \$2,150 per inverter for a total of \$6,450 for the three inverters.

The Town has a fourth inverter in storage, as at the time of installation it was recommended to purchase a spare.

Following the completion of the solar farm, the Town has been budgeting to transfer \$10,000 per year into the Facility Infrastructure Reserve to support potential future costs of repair and replacement. The current balance of the reserve is \$40,846. However, there is funding available in the operating budget through contracted services contingency/surplus in administration, roads, water, sewer, planning, and the arena, which are the department areas that utilize the solar credits received. Therefore, the cost of the extended warranty purchase could be equally allocated to these departments.

The Town has received the following credits from solar:

- 2023 – Total credit of \$130,315
- 2024 – Total credit of \$36,870
- 2025 (to November) – Total credit of \$24,407

## **STRATEGIC ALIGNMENT**

Values Statement of Stewardship – Administration and Council embody the responsible planning and management of our resources.

## **COSTS/SOURCES OF FUNDING**

Total of \$6,450 to purchase the extended warranty for the three inverters to 2030 from the operating budget contracted services in administration, roads, water, sewer, planning, and the arena.

Conversely, should the Town not purchase the extended warranty, should an inverter fail, the cost to replace will be approximately \$19,200 per inverter.

## **RECOMMENDED ACTION (by originator)**

THAT...Council approves the purchase of the extended 5-year warranty for the three solar inverters at a cost of \$6,450 to be funded by the operating budget allocated equally between contracted services in administration, roads, water, sewer, planning, and the area.

*Or*

THAT...Council declines the purchase of the extended warranty for the three solar inverters.

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	December 16, 2025
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	<b>Utilities Bylaw – Bylaw 2025-08, 2nd &amp; 3rd Reading</b>
<b>Agenda Item No.</b>	<b>8.1</b>

**BACKGROUND/PROPOSAL**

Council gave 1<sup>st</sup> reading to Utilities Bylaw 2025-08 at the December 2<sup>nd</sup> regular meeting. Due to the changing utility rates in the 2026 interim operating budget, the rates in the bylaw need to be updated prior to first billing for January 2026.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The rate from Capital Region Northwest Water Services Commission (CRNWSC) is projected to remain the same, and the rate from Arrow Utilities will increase from \$2.05/m<sup>3</sup> to \$2.75/m<sup>3</sup>.

The following rates are presented in the 2026 interim operating budget in order to implement full cost recovery to maintain reliable, safe, and sustainable water and wastewater services and to reduce the reliance on limited tax dollars.

Water

- Water: \$3.75/m<sup>3</sup> (Increase from \$3.30/m<sup>3</sup> in 2025).
- Bulkwater: \$5.84/m<sup>3</sup> with a 10% discount for customers who use their online account (No change from 2025).

Water rates have not increased for residents since 2020.

- Base Service Charge: \$11.00 (No change from 2025).
- Capital Rate Rider: \$1.50 (No change from 2025).

Wastewater

- Wastewater: \$4.53/m<sup>3</sup> (Increase from \$3.58/m<sup>3</sup> in 2025).
- Base Service Charge: \$11.00 (No change from 2025).
- Capital Rate Rider: \$2.00 (No change from 2025).

The budget presentation recommended a slight increase to the capital rate rider to replenish reserves and continue planning for infrastructure asset management repair and replacement. Half of the increase goes to wastewater and half to stormwater.

A Utility Bill Comparison has been attached to this RFD to show the impact on the average residential, commercial, and institutional resident. Please also note that per legislation requirements, the rates are the same for each resident whether they are considered residential, commercial, or institutional.

Administration recommends a repeal and replacement, whereas Utilities Bylaw 2025-08 would repeal Bylaw 2024-12 rather than amending Schedule "A" Utility Rates and Other Charges. This process keeps all the utilities' bylaw information together in one document rather than having to reference two separate documents, helping keep the information clear and concise.

Amending the presented Utilities Bylaw 2025-08 would require adjustments to the 2026 interim draft budget.

The loss of projected 2026 budget revenue if no increases are made to the rates would be:

- Water department: deficit increases by \$36,194
- Sewer department: deficit increases by \$20,108

## **STRATEGIC ALIGNMENT**

### ***Values Statement: Professionalism***

- Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

### ***Values Statement: Stewardship***

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

### ***Priority #3: Infrastructure***

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

## **COSTS/SOURCES OF FUNDING**

2026 Operating Budget

**RECOMMENDED ACTION (by originator)**

**Resolution #1**

THAT Council gives 2<sup>nd</sup> reading to Utilities Bylaw 2025-08 as presented.

**Resolution #2**

THAT Council gives 3<sup>rd</sup> and final reading to Utilities Bylaw 2025-08 as presented.

**TOWN OF BON ACCORD  
BYLAW 2025-08  
UTILITIES BYLAW**

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**A BYLAW OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION, OPERATION, AND MAINTENANCE OF A WATER SYSTEM, SEWER SYSTEM, AND STORM SEWER SYSTEM, AND TO PROVIDE FOR THE AUTHORIZATION TO LEVY RATES AND CHARGES THEREOF IN THE TOWN OF BON ACCORD.**

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WHEREAS the *Municipal Government Act* gives the Municipalities the power to establish charging and collecting of water, sewer, and storm rates to meet the cost of maintaining and operating its utilities distribution systems;

AND WHEREAS the *Municipal Government Act* gives the Municipalities the power to set forth the terms and conditions for the supply and provisions of water, wastewater, and storm systems;

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

This Bylaw maybe be cited as the “Utilities Bylaw”,

**1.0 DEFINITIONS**

- 1.1 “Abut” means, in relation to a physical object, to be next to or to have a common boundary with;
- 1.2 “Arrow Utilities” is the organization that provides responsible transmission and treatment for member municipalities.
- 1.3 “Appurtenance” means anything that is attached to the Utility System;
- 1.4 “Backflow Prevention Valve” means a device or mechanism that prevents backflow to avoid untreated or potentially contaminated water/wastewater migration into the waterworks system, approved by the Town or the Government of Alberta;
- 1.5 “Best Management Practices (BMP)” means an integrated plan to control and reduce the release of restricted and Prohibited Waste into the wastewater works to a practicable extent, through methods including physical controls, pre-treatment processes, operational procedures and staff training;
- 1.6 “Biological Waste” means waste from a hospital, medical clinic, health care facility, mortuary or biological research laboratory;
- 1.7 “Bulk Water Outlet” means the Town overhead standpipe capable of dispensing potable water; and does not include the Town’s barrel that is located on the premises
- 1.8 “CC” or “Curb Cock” means a shut off valve constructed in line on the Water Service enabling shutting off water supply to a property or section of properties;
- 1.9 “Code of Practice” means a set of practices applicable to specific industrial, commercial, or Institutional sector operations; a Code of Practice identifies mandatory procedures, equipment, training, or other provisions required as a condition of wastewater discharge into the wastewater works system by the specified sector discharger. A Code of Practice may be included in approved Best Management Practices;
- 1.10 “Compliance Program” means the necessary steps undertaken by a discharger to bring wastewater discharged into the wastewater works into compliance with the terms and conditions of this Bylaw or related permit. Compliance Programs are applicable to existing dischargers only; new dischargers must fully comply with the requirements of this bylaw.

**TOWN OF BON ACCORD**  
**BYLAW 2025-08**  
**UTILITIES BYLAW**

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- 1.11 "Consumer" means any Person who has applied for or actively holds an Account or Service Connection, has received any Utility Service or is otherwise responsible for paying for the Utility Services;
- 1.12 "Council" means the Municipal Council of The Town of Bon Accord;
- 1.13 "Disconnection" means the cessation or turning off of utility service for a building or a property and may include a final meter reading;
- 1.14 "Emulsifier" means any ingredient used to bind together normally non-combinative substances, such as oil and water;
- 1.15 "Facilities" means any physical Facilities and infrastructure including transmission and distribution pipelines, valves, reservoirs, lagoons, pumping stations, fire hydrants, chambers and pressure reducing valves, meters, and measurement devices owned and operated by the Town, used to supply potable water, and to collect and dispose of wastewater;
- 1.16 "Flashpoint" means the temperature at which enough vapour collects on the surface of a liquid to become flammable. The lower the Flashpoint, the more flammable the material is.
- 1.17 "Institutional" shall mean a hospital, nursing home, hotel, or school;
- 1.18 "Meter Pit" means a pit-like enclosure that protects Water Meters installed outside of buildings and allows access for reading the Meters;
- 1.19 "Municipal Servicing Standards" means the Town's engineered servicing standards as approved by Council;
- 1.20 "Overstrength" means wastewater released to a sewer that is higher in concentration for one or more constituent concentrations set out in Schedule "D" of this Bylaw;
- 1.1. "Overstrength Surcharge" means the rate per kilogram per cubic meter of water consumed and charged to a user who releases wastewater to the sewer that exceeds one or more constituent concentrations set out in Schedule "D";
- 1.21 "Owner" means the Person who is registered under the Land Titles Act, RSA 2000 c. L-4, as amended or replaced from time to time, as the Owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 1.22 "Person" means any Person, Householder, firm, partnership, association, corporation, company or organization of any kind;
- 1.23 "Planning and Development Services" means the Town representatives responsible for the approval of plumbing and gas installations within the Town;
- 1.24 "Point of Delivery" means the point where the Service Connection occurs, which is, in most cases, at or near the property line that defines the point that the Owner has the responsibility for ownership, maintenance and repair to the Private Service Line;
- 1.25 "Private Service" means all the utility Facilities serving the premises downstream of the Point of Delivery and includes the pipes, fittings, valves and Appurtenances owned by the Owner but does not include the Meter;
- 1.26 "Prohibited Waste" means matter set out in Schedule "B" of this Bylaw;
- 1.27 "Public Health Inspector" means the medical health officer of the Capital Health Authority, or their authorized representative;
- 1.28 "Publication" means Publication of a notice in a newspaper in general circulation with the Town or the mailing or delivering of a notice to a Person or Persons, due to immediate

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- needs the Town, as an interim measure, may post a notice on the Town's webpage or social media;
- 1.29 "Reconnection" means the process where the delivery of potable water to the private system is activated after Disconnection.
- 1.30 "Remote Meter Reading Device" means equipment installed to remotely read the Water Meter without obtaining access into the premise.
- 1.31 "Residential" means any detached single-family dwelling or residence, duplex, or Multi-Family Complex designed for individual family living;
- 1.32 "Restricted Waste" means matter set out in Schedule "C" of this Bylaw;
- 1.33 "Service Connections" means the lateral water and wastewater Service Pipes which connect an Owner's premises to the Town's Utility System with the Owner owning that portion of the Service Pipe lying within the boundaries of the Owner's premises excluding any Service Pipe lying within the boundaries of the any easement area granted to the Town for it's Utility System;
- 1.34 "Service Pipe" means a pipe which carries water from the Town Water System onto or across private property - from and within the Owners premise to the CC and a pipe which carries wastewater from the dwelling, onto or across private property, to the Town Facilities;
- 1.35 "Spills" means a direct or indirect discharge into the wastewater system, Storm Sewer or the natural environment which is abnormal in quantity and quality in light of all the circumstances of the discharge;
- 1.36 "Shut-Off" means the cessation or turning off of Utility service for a building or a property and may include a final meter reading;
- 1.37 "Storm Sewer" means a natural drainage system or a sewer for the collection and transmission of uncontaminated water, storm water, and drainage from land or from a Watercourse or any combination thereof but excluding any portion of a combined sewer for the combined collection of wastewater and uncontaminated water or storm water;
- 1.38 "Town" means The Town of Bon Accord, or its delegate;
- 1.39 "Town Manager" means the Chief Administrative Officer as appointed by the Council of the Town of Bon Accord;
- 1.40 "Utility Bill" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for Utility Services provided by the Town;
- 1.41 "Utility Mains" means the water and sewer pipe in the street, public thoroughfare or easement area granted to the Town, which forms part of the Town water distribution and wastewater collection networks and delivers services to and from the Service Connections;
- 1.42 "Utility Services" means the provision of water, sewer, and storm systems;
- 1.43 "Utility System" means the Municipality's Storm Sewer system, sewage or wastewater system, and water system;
- 1.2. "Watercourse" means a natural or artificial channel through which water flows;
- 1.44 "Wastewater Discharge Permit" means a permit issued through ARROW UTILITIES which will govern the discharge of non-domestic waste and hauled wastewater into a sewer;
- 1.45 "Water Demand Management Measures" means restrictions upon the use of water for non-essential purposes, including but not limited to irrigation, washing of vehicles,



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driveways or sidewalks, and any other purpose where water is utilized externally to a residence, place of business or any other premise located within the Town on any certain day for a certain period of time;

- 1.46 “Water Meter” or “Meter” means any Approved device installed by the Town which is designed to measure the quantity of water used by a Consumer and which may have attached to it a Remote Reading Device;

## **2.0 CONDITIONS**

- 2.1 The Town will supply Utility Services to any Owner with an approved connection to the Town's Utility System.
- 2.2 The Town operates the wastewater service in compliance with the Bylaws and regulations of Arrow Utilities.
- 2.3 The Town does not guarantee or warrant the continuous supply of Utility Services, and the Town reserves the right to change the operating pressure, restrict the availability of water services, change the capacity of wastewater services, or to disconnect Utility Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- 2.4 In providing a Service Connection to the Town Utility Mains, the Town will provide and install all Facilities up to the Point of Delivery or Service Connection subject to the terms of this Bylaw. The Town will remain the Owner of all Facilities provided by the Town for a Service Connection up to the Point of Delivery unless the Town and the Consumer have expressly agreed in writing otherwise. Any payment made by the Consumer for reimbursing costs incurred by the Town for installing Facilities does not entitle the Consumer to ownership of any such Facilities unless an agreement in writing between the Town and the Consumer specifically provides otherwise.
- 2.5 An Owner is responsible for providing such Facilities as considered necessary to have a continuous and uninterrupted service of water or wastewater collection for the Owner's specific needs provided such Facilities are approved by Planning and Development Services and provided that such Facilities do not interfere with the operation of the Utility System.
- 2.6 No Consumer will prevent or hinder the Town's access to the Town's utility Facilities, including but not limited to the Water Meter. Prevention or hinderance of access may result in the Consumer being liable for the Interference or Tampering Penalty as set in Schedule “A” Utility Rates and Other Charges as attached to this Bylaw. Consumers must allow or arrange for access by the Town's personnel to inside or outside utility Facilities for the purposes of:
- 2.6.1 Installation, inspection, testing or sampling, repair, replacement, or removal of Town Facilities.
  - 2.6.2 Reading of the meter.
  - 2.6.3 Maintenance of Town Facilities.
  - 2.6.4 Investigation of a Consumer complaint or query.
  - 2.6.5 Surprise inspection relating to a concern of unauthorized use of water or tampering with Town Facilities including but not limited to the Meter and Services.
- 2.7 Before entering a premise, the Town will make all reasonable effort to notify the Consumer or other authorized Persons on the premise, except:

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- 2.7.1 In the case of emergency.
- 2.7.2 Where entry is permitted by order of a court or administrative tribunal or where otherwise legally empowered to enter.
- 2.7.3 Where the purpose of entry is in accordance with Section 2.6.5.
- 2.8 No Person will connect, or allow connection of, any other source of water or wastewater disposal to the Utility System, either directly or indirectly.
- 2.9 In all cases where the Town's Utility System supplies water to boilers or equipment of a similar nature, the Owners of the boilers or equipment will ensure the following:
  - 2.9.1 The boiler or other equipment has at least one safety valve, vacuum valve, or other device to prevent collapse and/or explosion.
  - 2.9.2 The boiler or other equipment is equipped with backflow prevention.
- 2.10 Any Person obtaining water service from the Town will only use the water supplied for that Person's own use and will not vend, sell, dispose, or distribute the water supplied to third parties.
- 2.11 An Owner will be responsible to thaw out frozen Service Pipes, including and up to the distribution main. The Town may provide the service and the Owner will be liable for the cost.
- 2.12 The Town will not be liable for damages, including building losses caused by a break within the Town's Water System or caused by the interference or cessation of the water supply necessary in connection with the repair and proper maintenance of the Town's Water System, or caused by any accident due to the operation of the Town's Water System.

### **3.0 ADMINISTRATION AND MANAGEMENT**

- 3.1 The Town Manager is responsible for the administration and enforcement of this Bylaw.
- 3.2 The Town Manager may delegate the administration of this Bylaw to the Infrastructure Manager or the Corporate Services Manager, or positions similar thereof.
- 3.3 In addition to the Municipal Servicing Standards, the Town may establish standards, guidelines, and specifications for the design, construction, and maintenance of the Utility System.

### **4.0 CONSTRUCTION, INSTALLATION, AND REPAIR OF SERVICES**

- 4.1 No Persons will connect to the Town's Utility System without first obtaining permission and any required permits from the Town. All applications and contracts are hereby subject to the terms and conditions of this bylaw. Permit applications must be accompanied by a detailed plan including connection information, location, elevation, scope of work, size of pipes, and the locations and type of all fittings.
- 4.2 Neither the Town nor any of its employees will be liable for the damages caused either directly or indirectly by a Utility connection and the applicant will be responsible for all backfill, surface replacement, safety, etc.
- 4.3 All new construction and installation, and all renewals, alterations, or changes and repairs to old construction will be conducted in accordance with the provisions of the Safety

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- Codes Act and applicable regulations, and the Municipal Servicing Standards. The applicant will be liable for all damages caused while making such connections.
- 4.4 No Person will install or permit to be installed, an additional Service Pipe between a Water Meter and the CC, located at or near the property line.
- 4.5 The Owner of multiple housing and commercial developments will submit service design plans, duly signed by a professional engineer to the Town Manager, or their delegate, for review and approval prior to the start of construction.
- 4.6 An Owner will provide to the Town Manager, or their delegate, two (2) sets of "As Built" plans, together with a letter, duly signed by a professional engineer, indicating that the Private Service is fully operational and satisfactory bacteria sampling results have been provided.
- 4.7 Neither the Town employees, nor their agents, will carry out any work pertaining to the construction or repair or renewal of Service Pipe on private property, except with the authority of the Town Manager or their delegate, and then only after satisfactory arrangements have been made with the Owner for payment for doing such work.
- 4.8 Unless the Town Manager, or their delegate, determines otherwise, at the request of the Owner, a Service Pipe will be constructed only to those properties, which Abut directly on the Town Utility System.
- 4.9 A Service Pipe will not be extended from one lot to another, unless determined by Council.
- 4.10 Upon written notice to any Owner that an existing Private Service fails to meet the requirements of the Bylaw, or for any reason is unsatisfactory to the Town Manager, or their delegate, the Owner will affect the changes required in the notice by the date specified at the expense of the Owner.
- 4.11 For development on private property, all additional construction costs on the Service Pipe after Point of Delivery, including additional costs required for repairing of disturbed streets, will be borne by the Owner on whose property the development is occurring.
- 4.12 When a Service Pipe passes through an excavation or backfill, or through a basement way, finished or unfinished, or through a retaining wall, the Town will not be responsible for any damage due to displacement, settlement, or any cause due to the Owner's operations, whether the damage occurs during construction or afterwards.
- 4.13 If mains are required to provide services for the applicant, the applicant will be required to pay the cost of the said mains.
- 4.14 Council may refuse to make any new connection, installation, or changes to any existing service at any time for any reason which it may consider sufficient. Council may revoke or annul any permit granted to connect to the Town Utility System if it is found that the work is not being completed in accordance with the provisions of this bylaw, and the Person(s) making such connections or their successors in interest, will have no right to demand or claim any damages in consequence of permits being revoked or annulled.
- 4.15 The Point of Delivery to private property for a Service Pipe, as agreed to at the time of application, will be strictly adhered to; costs arising from non-adherence will be borne by the Owner.
- 4.16 No Person, other than Town employees or agents, or those authorized to complete new installations or repairs to existing services will operate, handle, or interfere with the Town's provision of Services and/or Facilities. Any Person found in violation of this is subject to the Interference and Tampering Charge as provided for in Schedule "A" Utility Rates and Other Charges attached to this Bylaw.

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- 4.17 No unauthorized Person will cut, break, pierce, tap, impede, or obstruct, or otherwise tamper or interfere in any manner with the Town Wastewater System including manhole covers and ventilators.
- 4.18 No Person will make or cause to be made any connection with any Town Utility system or house drain, or Appurtenance thereof for the purpose of conveying, or which may convey, a flammable or explosive material, storm water, roof drainage cistern, tank overflow, condensing, or cooling water.
- 4.19 Where deemed necessary to prevent or reduce basement or cellar flooding, the Town may require the Owner to install and operate a suitable Backflow Prevention Valve or other mechanical device for the purpose of controlling the connection between the sewage system and the basement or cellar. The cost of such installation will be the responsibility of the Owner or applicant.
- 4.20 Grease traps of sufficient size and approved design will be placed on the waste pipe from all hotels, restaurants, laundries, and other such places as the Town may direct, under advisement from Municipal Service Standards.

## **WATER SYSTEM**

### **5.0 WATER METERS**

- 5.1 The Town will remain the owner of all metering Facilities it provides to serve the Consumer unless the Town and the Consumer have agreed otherwise. This agreement must be in writing. The Town Manager, or their delegate, will determine the size and type and number of Water Meters to supply and install. The Town Manager, or their delegate, will approve the Metering requirements where water is supplied for fire protection purposes.
- 5.2 The Town will supply, install, maintain, and retain ownership of all Water Meters and Meter Pits in accordance with manufacturers' specifications, except those privately owned or in a separate agreement for ownership and operation with the Town on the understanding that the Owner will supply every facility for the introduction, placing, and inspection of such Water Meter and Meter Pit and the reading of such Water Meter.
- 5.3 No Person, other than an employee or representative of the Town will install, test, remove, repair, replace, or disconnect a Water Meter.
- 5.4 No Person will interfere or tamper with the operation of any Water Meter or Remote Meter Reading Device, subject to 5.3. Any Person interfering or tampering with any meter seal, meter reading equipment, or water Shut-Off equipment, will be liable for the Interference or Tampering Penalty as provided for in Schedule "A" Water Rates and Charges.
- 5.5 The Town may charge for and recover from the Owner the cost of supplying, installing, altering, repairing, relocating, or replacing a Water Meter. Any such charge may be collected in the same manner as utility rates.
- 5.7 No Owner will relocate, alter, or change any existing Water Metering Facilities. The Owner will submit plans and specifications for any proposed relocation of Water Metering Facilities and, if approved by the Town Manager, or their delegate, the Owner will pay the entire cost, including any costs incurred by the Town, in making such relocation, alteration, or change unless agreed otherwise between the Owner and Council.
- 5.8 The Owner/Consumer of a premise in which a Meter is located will:

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- 5.8.1 Comply with all directions of the Town to prevent Meter damage due to frost, heat, or other causes.
- 5.8.2 Promptly notify the Town of any condition or event which has resulted in any meter damage for any reason.
- 5.8.3 Promptly notify the Town if they feel their Water Meter is operating incorrectly.
- 5.9 If a Meter is damaged or destroyed, the Owner of the premise will pay for the entire cost of the removal, repair or replacement, and re-installation.
- 5.10 Should the Town Manager, or their delegate, determine that a Meter should not be positioned inside a premise to which Service is provided, the Owner will construct a Meter Pit on the Owner's property near the property line at the Owner's expense and in accordance with the Municipal Servicing Standards unless agreed otherwise between the Owner and Council.
- 5.11 Unless otherwise determined by Council, for single-family dwellings and for single unit commercial or industrial buildings, a single Water Service Connection will be constructed, and a single Meter will be installed by the Town.
- 5.12 Water Meters will be read at the discretion of the Infrastructure Manager or position similar thereof, or their delegate. If a Meter reader cannot gain access to the premise to read the Water Meter, a notice may be left requesting the Owner allow Town personnel access as soon as possible to obtain a meter reading. If a Meter cannot be read or ceases to operate between meter readings, the Town will send estimated bills. In the event a Consumer refuses to allow a Meter to be read for a period more than two (2) months, the Infrastructure Manager or position similar thereof, or their delegate, may shut off the supply of water to that Meter and charges for interference as per Schedule "A" Utility Rates and Other Charges may apply.
- 5.13 If required for any reason, Town employees may request to have a Town Bylaw Enforcement Officer accompany them to any Consumer's residence or business.
- 5.14 In the event of a discrepancy between the Remote Meter Reading Device and the Meter, the Meter will be deemed correct.
- 5.15 If an Owner doubts the accuracy of the meter installed, the Owner may provide the Town with a written notice and request for Meter testing. The Town will have the Meter tested by an approved external agency. The Owner will be notified of the test results and receive a copy.
  - 5.15.1 If the test shows the meter is recording between 98.5% and 101.5% of true consumption, the Owner will be liable for the full costs of the test and any Town related costs, including but not limited to Service Call charges. The costs will be charged to the Owner's Account.
  - 5.15.2 If the test shows the meter is not recording between 98.5% and 101.5% of true consumption, the meter will be repaired or replaced, and all expense will be borne by the Town. The rates for the previous two (2) meter readings periods will be adjusted by the same percentage as the meter found to be in error. No rate will be reduced below a minimum rate normally charged if one has been established.

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**6.0 HYDRANTS AND VALVES**

- 6.1 No Persons other than Town employees or Persons authorized by the Town will open, close, or interfere with any valve, hydrant, or fireplug, or draw water therefrom.
- 6.2 The Chief of the Town Fire Department, their assistants , officers and members of that Department, are authorized to use the hydrants or plugs for the purpose of extinguishing fires, for fire protection, for equipment testing, and for fire training practices, but all such uses must be under the direction and supervision of the said chief or his/her duly authorized assistants, and in no event will any inexperienced or incompetent Person be permitted to manipulate or control in any way, hydrants or plugs.
- 6.3 No Persons will in any matter whatsoever obstruct or interfere with the free access to any hydrant, valve or curb stop. No vehicle, building, rubbish, or any other matter which would cause such obstruction or interference will be placed nearer to a hydrant than the property line of the street where the hydrant is located nor within five (5) meters of either side of the hydrant in a direction parallel with the property line. Costs of repairs required because of obstruction or damage to any hydrant, valve or curb stop are the responsibility of the Person who caused the obstruction or damage.

**7.0 BULK WATER**

- 7.1 The Town Manager, or their delegate, at their discretion and with just cause, may restrict, or deny use of Bulk Water Facilities to any Person if receiving tanks, trucks, or hoses are in a condition deemed unsanitary for the transference of water, or for misuse of the facility and/or surrounding area.
- 7.2 A minimum air gap of twice the pipe diameter of the downspout piping will be always maintained while transferring water from the Bulk Water Outlet.
- 7.3 Commercial tanks and vessels used for Bulk Water transportation to offsite locations for human consumption must be inspected approved and have a permit issued by the local Public Health Inspector, water use and maintenance of the tanks, etc. are at the responsibility of the Commercial operator.

**WASTEWATER SYSTEM**

**8.0 SANITARY SEWER REQUIREMENTS**

- 8.1 No Person will release, or permit the release of, any matter into the sanitary sewer system wastewater works expect:
  - 8.1.1 Domestic wastewater.
  - 8.1.2 Non-domestic wastewater that complies with the requirements of this bylaw.
  - 8.1.3 Hauled wastewater, including septage, that complies with the requirements of this bylaw, or where a Wastewater Discharge Permit has been issued by the Town.
  - 8.1.4 Storm water, clear-water waste, subsurface water, or other water where permission has been granted by the Town Council.

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- 8.2 No Person will release, or permit the release of, any prohibited substance listed in Schedule "A" of this bylaw.
- 8.3 No Person will release, or permit the release of, any restricted substance which exceeds the respective concentrations listed in Schedule "C" of this bylaw into the wastewater works without a valid Wastewater Discharge Permit.
- 8.4 If required by the Town, non-domestic and hauled wastewater dischargers will not discharge to the wastewater works system until the discharger has obtained a Wastewater Discharge Permit from the Town. The completion of a Wastewater Discharge Permit by dischargers to ARROW UTILITIES wastewater transmission system is required under certain circumstances by ARROW UTILITIES bylaws addressing sewer use in the ARROW UTILITIES service area in conjunction with the Town.
- 8.5 The Town may issue and amend a Wastewater Discharge Permit to allow the discharge of non-domestic waste and hauled wastewater into a sewer upon such terms and conditions as the Town considers appropriate and without limiting the generality of the foregoing, may in the Wastewater Discharge Permit:
  - 8.5.1 Place limits and restrictions on the quantity, compositions, frequency, and nature of the waste permitted to be discharged.
  - 8.5.2 Require the holder of a Wastewater Discharge Permit to repair, alter, remove, or add to works or construct new works, and,
  - 8.5.3 Provide that the Wastewater Discharge Permit will expire on a specified date.
- 8.6 Should a Homeowner's wastewater line become blocked or plugged the following applies:
  - 8.6.1 The Homeowner must notify the Town of the blockage or plug.
  - 8.6.2 If the Utility Main is not blocked or plugged, it is then the responsibility of the Homeowner to clear the line up to the Utility Main, and the Homeowner will be responsible for all associated costs.

**9.0 STORM WATER REQUIREMENTS**

- 9.1 No Person will discharge or deposit or cause or permit the discharge or deposit into any Storm Sewer, land drainage works, or Watercourse whether added directly or indirectly any wastewater:
  - 9.1.1 That may interfere with the proper operation of a Storm Sewer.
  - 9.1.2 That may damage a Storm Sewer.
  - 9.1.3 That could obstruct or restrict a Storm Sewer or the flow therein.
  - 9.1.4 That could result in a hazard or adverse impact to any Person, animal, property, or vegetation.
  - 9.1.5 That may impair the quality of water in any well, lake, river, pond, spring, stream, reservoir other water of Watercourse.
  - 9.1.6 That may result in the contravention of an approval, requirement, direction, or other order issued by Alberta Environment or other enforcing agency with respect to the Storm Sewer or its discharge.
  - 9.1.7 That has a temperature greater than 40 degrees Celsius.
  - 9.1.8 Having a pH of less than 6.5 or greater than 9.0.

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- 9.1.9 Containing more than 20 milligrams per liter of suspended solids.
  - 9.1.10 Containing more than 20 milligrams per liter of BOD.
  - 9.1.11 Containing more than 100 milligrams per liter of COD.
  - 9.1.12 Containing dyes or coloring material which discolors the wastewater.
  - 9.1.13 That has two or more separate liquid layers.
  - 9.1.14 That contains solvent-extractable matter of vegetable, mineral or synthetic origin which causes a visible film, sheen, or discoloration on the water surface.
  - 9.1.15 Containing and ignitable waste or explosive matter which, by itself or in combination with other substances, can cause or contribute to any explosion or supporting combustion.
  - 9.1.16 Containing E. coli (fecal coliform) colonies more than 200 per 100 ml.
  - 9.1.17 Containing concentrations of various chemicals as indicated in the Environmental Quality Guidelines for Alberta Surface Waters (EQGASW).
  - 9.1.18 Containing the following matter, material, or waste in any amount:
    - i) Floating debris
    - ii) Sewage
    - iii) Once-through cooling water
    - iv) Blowdown
    - v) Automotive or machine oils and greases
    - vi) Fuels
    - vii) Paints and organic solvents
    - viii) Substances and contaminants from raw materials, intermediate or final products used or produced in, through or from an industrial process
    - ix) Substances used in the operation or maintenance of an industrial site
    - x) Waste disposal site leachate
    - xi) Hazardous wastes
    - xii) Biological wastes, and
    - xiii) Reactive wastes
- 9.2 Notwithstanding the above, once-through cooling water or blowdown may be released when:
- 9.2.1 A once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or order relating to the premises issued by Alberta Environment.
  - 9.2.2 The Owner or tenant of the premises has written approval from the Town which expressly authorizes the discharge from the premises, and
  - 9.2.3 A copy of the certificate of approval or order referred to in subsection 9.2.1, herein, has been provided to and approved by the Town.



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**10.0 PROHIBITION OF DILUTION**

- 10.1 No Person will discharge directly or indirectly or permit the discharge or deposit of wastewater into a sanitary sewer works where water has been added to the discharge for the purposes of dilution to achieve compliance with Schedule "B" or Schedule "C" of this bylaw.
- 10.2 No Person will discharge directly or indirectly or permit the discharge or deposit of sanitary sewer matter or any other matter in a Storm Sewer where water has been added to the discharge for the purposes of dilution to achieve compliance with this bylaw.

**11.0 SAMPLING**

- 11.1 Where sampling is required for the purposes of determining the concentration of constituents in the wastewater, storm water or uncontaminated water, the sample may:
  - 11.1.1 Be collected manually or by using an automatic sampling device, and
  - 11.1.2 Contain additives for its preservation.
- 11.2 For the purposes of determining compliance with Schedule "B", "C", or "D", discrete wastewater streams within the premises may be sampled, at the discretion of the Town.
- 11.3 Any single grab sample may be used to determine compliance with Schedules "B", "C", or "D".
- 11.4 All tests, measurements, analyses, and examinations of wastewater, its characteristics, or contents pursuant to this Bylaw will be carried out in accordance with "Standard Methods" and be performed by a laboratory accredited for analysis of the substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Town as agreed in writing prior to sample analysis.

**12.0 DISCHARGER SELF-MONITORING & COMPLIANCE PROGRAMS**

- 12.1 The discharger will complete any monitoring or sampling of any discharge to a wastewater works as required by the Town and provide the results to the Town in the form specified.
- 12.2 The obligations set out in or arising from 12.1 will be completed at the expense of the discharger.
- 12.3 When required as a condition of a Wastewater Discharge Permit, a discharger will provide the Town with a Compliance Program setting forth activities to be undertaken by the discharger that will result in the prevention or reduction and control of a non-compliant discharge from the premises.
- 12.4 The discharger will ensure that:
  - 12.4.1 The Compliance Program is provided and, if necessary, amended within the period specified by the Town.
  - 12.4.2 The final completion date for all activities in the Compliance Program is within the period established within the applicable Wastewater Discharge Permit, and
  - 12.4.3 The Compliance Program meets all requirements specified by the Town. Each Compliance Program shall include:

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- i A description of the processes at the premises which produce discharges that do not comply with the requirements of this Bylaw.
- ii A description of those processes as the premises which are to be the subject of the Compliance Program.
- iii A list of non-complying pollutants present at the premises at any stage of the premise's operations.
- iv A description setting out the types, quantities, and concentrations of all non-complying pollutants discharge, directly or indirectly, to a sewer.
- v A description of current wastewater reduction, recycling, wastewater treatment and compliance activities at the premises with respect to discharges to a sewer from the premises.
- vi A description of compliance options for non-complying pollutants and wastewater discharge and an evaluation of those options.
- vii A list of possible targets and timeframes (in compliance with any Wastewater Discharge Permit) to reduce or eliminate the discharge of non-complying matter to the wastewater works.
- viii A declaration from an authorized Person that the content of the Compliance Program is, to the best of that Person's knowledge, true, accurate, and complete.

12.5 Following the approval and during the term of a Compliance Program, a discharger will:

12.5.1 Submit a progress report within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program.

12.5.2 Revise and update the Compliance Program as required by the Town, and

12.5.3 Always keep an updated copy of the Compliance Program and progress reports at the subject premises and make copies to the Town upon request.

12.6 The Town may suspend or terminate a Wastewater Discharge Permit if the discharger fails or neglects to carry out or diligently pursue the activities required under a Compliance Program.

### **13.0 ADDITIONAL REQUIREMENTS**

#### **13.1 FOOD WASTE GRINDERS**

In the case of industrial, commercial, or Institutional premises where food waste grinding devices are installed in accordance with the Building Code, the effluent from such food waste grinding devices must comply with Schedule "B" and Schedule "C".

#### **13.2 FOOD-RELATED GREASE INTERCEPTORS**

13.2.1 Every Registered Owner of a restaurant or other commercial or Institutional premises where food is cooked, processed, or prepared, for which the premises is connected directly or indirectly to the Wastewater system, will take all necessary measures to ensure that oil and grease are prevented from entering the Wastewater system in excess of the provisions of this bylaw. Oil and grease interceptors will not discharge to Storm Sewers.

13.2.2 The Registered Owner of a premises described in Subsection 13.2 (1) will install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater system. The

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oil and grease interceptors will be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor will meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.2, as amended.

- 13.2.3 All oil and grease interceptors must be maintained according to the manufacturer's recommendations. The testing, maintenance and performance of the interceptor must meet the requirements of CAN/CSA B-481. Traps must be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent of the available volume; cleaning frequency must not be less than every four weeks. Maintenance requirements must be available at the workplace where the grease interceptor is installed. Maintenance and clean out must be documented at the time of completion.
- 13.2.4 Emulsifiers will not be discharged to the Wastewater system from interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor.
- 13.2.5 A maintenance schedule and record of maintenance carried out must be submitted to the Town upon request for each interceptor installed.
- 13.2.6 The Owner or operator of the restaurant or other industrial, commercial or Institutional premises where food is cooked, processed or prepared, must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.

**13.3 VEHICLE AND EQUIPMENT SERVICE OIL AND GREASE INTERCEPTORS**

- 13.3.1 Every Registered Owner of a vehicle or equipment service station, repair shop or garage or of a commercial or Institutional premises or any other establishment where motor vehicles or equipment are repaired, lubricated, or maintained and where the wastewater is directly or indirectly connected to the Wastewater System must install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the wastewater system in excess of the limits in this bylaw.
- 13.3.2 The Registered Owner of the premises described this section must install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater system. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI).
- 13.3.3 All oil and grease interceptors and separators must be maintained in good working order and according to the manufacturer's recommendations and must be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level. In the absence of manufacture's recommendations, the settled solids must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time they are performed.
- 13.3.4 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each oil and grease interceptor installed.

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- 13.3.5 The Owner or operator of the premises as set out in this section must, for two years, keep the records which document the maintenance and clean outs performed for interceptor clean-out and oil and grease disposal.
- 13.3.6 Emulsifiers must not be discharged to the Wastewater system into interceptors. No Person will use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an oil and grease interceptor.

**13.4 SEDIMENT INTERCEPTORS**

- 13.4.1 Every Registered Owner of the premises from which sediment may directly or indirectly enter the Wastewater system, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, must take all necessary measures to ensure that such sediment is prevented from entering the drain or the Wastewater system in excess of the limits in this bylaw.
- 13.4.2 Catch basins installed on private property for the purposes of collecting storm water and carrying it into Storm Sewers must be equipped with an interceptor and the installation of these catch basins on private property must comply with the requirements of the Town.
- 13.4.3 All sediment interceptors must be maintained in good working order and according to manufacturer's recommendations and must be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance. In the absence of manufacturer's recommendations, the settled solids must not accumulate in the final stage chamber of the sediment interceptor in excess of 25% of the wetted height. Maintenance and clean out must be documented at the time it is performed.
- 13.4.4 The Owner or operator of a premises as referred to in this section must, for 2 years, keep the records which document interceptor clean-out and sediment disposal.
- 13.4.5 A schedule and record of maintenance must be submitted to the Town upon request for each sediment interceptor installed.

**13.5 DENTAL WASTE AMALGAM SEPARATOR**

- 13.5.1 Every Owner or operator of the premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, must install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified *ISO 11143 – "Dentistry - Amalgam Separators"*, in any piping system at its premises that connects directly or indirectly to a sewer, except where the sole dental-related practice at the premises consists of one or more of the following specialties or type of practice:
  - i Orthodontics and dentofacial orthopedics
  - ii Oral and maxillofacial surgery
  - iii Oral medicine and pathology
  - iv Periodontics or,
  - v A dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to the wastewater works.

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13.5.2 Notwithstanding compliance with Subsection 13.5.1, all Persons operating or carrying on the business of a dental practice shall comply with Schedules “B” and “C” of this Bylaw.

- i All dental waste amalgam separators must be maintained in good working order and according to the manufacturer’s recommendations.

13.5.3 A maintenance schedule and record of maintenance must be submitted to the Town upon request for each dental amalgam separator installed.

**13.6 PRE-TREATMENT FACILITIES**

13.6.1 When not adhering to the requirements and prohibitions to the bylaw or where required by the Town, the Owner or operator must install on the premises, and prior to the sampling point, a wastewater pre-treatment facility.

13.6.2 The Owner or operator must ensure the design, operation, and maintenance of the pre-treatment facility achieves the treatment objectives and operates and is maintained in accordance with the manufacturer’s recommendations.

13.6.3 The Owner or operator must not deposit the waste products from the pre-treatment facility in a wastewater works and must ensure any waste products from the pre-treatment facility are disposed of in a safe manner.

13.6.4 The maintenance records and waste disposal records must be submitted to the Town upon request.

13.6.5 The Owner and operator must keep documentation pertaining to the pre-treatment facility and waste disposal for two years.

**13.7 HAULED WASTEWATER/WASTE**

13.7.1 No Person will discharge hauled wastewater/waste to the wastewater works unless:

- i The carrier of the hauled wastewater/waste, operating as a waste management system is certified according to all applicable Federal and Provincial legislation, as amended from time to time, and haul wastewater/waste meets the conditions set out by all applicable Federal and Provincial environmental protection regulations, as amended from time to time.
- ii The carrier meets all conditions for discharge that are or may be set from time to time with respect to the discharge of hauled wastewater/waste by ARROW UTILITIES and,

13.7.2 No Person will discharge or permit the discharge of hauled wastewater/waste to the wastewater works:

- i At a location other than a hauled wastewater/waste discharge location approved by the Town.
- ii Without a manifest, in a form approved by the Town, completed and signed by the carrier prior to the discharge, and
- iii Without the use of a discharge hose placed securely in the discharge port at the approved location.

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**13.8 NON-CONTACT COOLING WATER**

The discharge of non-contact cooling water or uncontaminated water to a sanitary sewer for from any Residential property is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

**13.9 WATER ORIGINATING FROM A SOURCE OTHER THAN THE MUNICIPAL WATER SUPPLY**

The discharge of water originating from a source other than the Town's water supply, including storm water or groundwater, directly or indirectly to a sanitary sewer is prohibited unless the discharge is in accordance with a Wastewater Discharge Permit.

**14.0 SPILLS**

In the event of a spill to a wastewater works and/or Storm Sewer works, the Person responsible or the Person having the charge, management, and control of the spill will immediately notify and provide any requested information regarding the spill to:

14.1 If there is any immediate danger to human health and/or safety:

14.1.1 911 emergency

14.1.2 The Infrastructure Manager or position similar thereof, or delegate, via the On-Call Emergency Phone Number (780) 975-0770

14.1.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967

Or

14.2 If there is no immediate danger:

14.2.1 The Town on-call staff (780) 975-0770

14.2.2 The Owner of the premise where the spill occurred

14.2.3 ARROW UTILITIES's Wastewater Treatment Plant Control Room (780)416-9967, and

14.2.4 Any other Person whom the reporting Person knows or ought to know may be directly affected by the spill

14.3 The Person responsible for the spill will provide a detailed report on the spill to the Town within five working days after the spill. The detailed report must contain the following information to the best of their knowledge:

14.1.1 Location where the spill occurred.

14.1.2 Name and telephone number of the Person reporting the spill, and the location and time, where and when they can be contacted.

14.1.3 Date and time of the spill.

14.1.4 Material spilled, including characteristics and composition of the material.

14.1.5 Volume of the material spilled.

14.1.6 Duration of the spill event.

14.1.7 Work completed and any work still in progress in the mitigation of the spill.

14.1.8 Preventative actions being taken to ensure a similar spill does not reoccur.

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- 14.1.9 Copies of applicable spill prevention and spill response plans.
- 14.4 The Person responsible for the spill and the Person having the charge, management, and control of the spill will do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.
- 14.5 Nothing in this Bylaw relieves any Persons from complying with any notification or reporting provisions of other government agencies, including Federal and Provincial agencies as required and appropriate for the material and circumstances of the spill, or any other Bylaw of the Town.
- 14.6 The Town may invoice the Person responsible for the spill to recover costs of time, materials, and services arising because of the spill. The Person responsible for the spill must pay the costs invoiced.
- 14.7 The Town may require the Person responsible for the spill to prepare and submit a spill contingency plan to the Town to indicate how risk of future incidents will be reduced and how future incidents will be addressed.

## **15.0 AUTHORITY TO INVESTIGATE**

The Town, or their authorized agent, has the authority to carry out any inspection reasonably required to ensure compliance with this Bylaw, including but not limited to:

- 15.1 Inspecting, observing, sampling, and measuring the flow in any private:
- 15.1.1 Sewer
  - 15.1.2 Wastewater disposal system
  - 15.1.3 Storm water management facility and
  - 15.1.4 Flow monitoring point
- 15.2 Taking samples of wastewater, storm water, clear-water waste and subsurface water being released from the premises of flowing within a sewer system.
- 15.3 Performing on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment Facilities, and storm water management Facilities.
- 15.4 Collecting and analyzing samples of hauled wastewater coming to a discharge location into the wastewater works.
- 15.5 Inspecting the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or Watercourse.
- 15.6 Requiring information from any Person concerning a matter.
- 15.7 Inspecting and copying documents or removing documents from the premises to make copies.
- 15.8 Inspecting chemical storage areas and spill containment Facilities and requesting Safety Data Sheets (SDS) for materials stored or used on site.
- 15.9 Inspecting the premises where a release of prohibited or Restricted Wastes or of water containing prohibited or Restricted Wastes has been made or is suspected of having been made, and to sample.

No Person will hinder or prevent the Town or their authorized agent from carrying out any of their powers or duties.

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**16.0 OVERSTRENGTH SURCHARGE**

- 16.1 The Town or their authorized agent may assess Overstrength Surcharges for wastewater discharges that exceed the limits of treatable parameters set in accordance with Schedule "D" of this Bylaw.
- 16.2 Any Overcharge Surcharge will be added to a monthly Utility Bill.

**17.0 BEST MANAGEMENT & CODES OF PRACTICE**

- 17.1 ARROW UTILITIES has adopted one or more Best Management Practices which includes Codes of Practice that apply the Designated Sector Operations, as outlined in ARROW UTILITIES's Code of Practice Registration Form for Designated Sector Operations, available on ARROW UTILITIES's website at [www.arrowutilities.ca](http://www.arrowutilities.ca)
- 17.2 A Code of Practice does not apply to a discharging operation that is subject to a Wastewater Discharge Permit, unless otherwise specified in the permit.
- 17.3 A Code of Practice does not apply to the discharge of domestic wastewater.
- 17.4 Nothing in a Code of Practice relieves a Person discharging wastewater from complying with this Bylaw, a Wastewater Discharge Permit of any other applicable enactment.
- 17.5 If a Code of Practice establishes a requirement in relation to a specific discharging operation which differs from a provision in this Bylaw, the requirement in the Code of Practice prevails.

**18.0 AUTHORITY TO RESTRICT OR SHUT-OFF UTILITY SUPPLY**

- 18.1 The Town Manager, or their delegate, may without notice Shut-Off the Utility Service to any part of the Town or any Service in the case of an emergency.
- 18.2 The Town Manager, or their delegate, in a non-emergent situation for any reason deemed necessary including but not limited to repairing and maintaining the Utility System, may shut-off the Utility Service to any part of the Town or Service provided reasonable notice of such intended Shut-Off is given to all affected Owners, except in the event of routine maintenance with Shut-Off not to exceed thirty (30) minutes. The Town Manager, or their delegate, will have the sole discretion to determine what reasonable notice is in the circumstance.
- 18.3 The Town Manager, or their delegate, may Shut-Off the Utility Service if the Consumer's Facilities are deemed to be unsafe or defective, leak excessively or cause contamination or deterioration of the Utility System.
- 18.4 The Town Manager, or their delegate, may restrict and regulate the hours or time during which water may be used for any purpose other than for firefighting.
- 18.5 The Town Manager, or their delegate, may, by Publication upon reasonable notice, implement Water Demand Management Measures to restrict water usage to any or all parts of the Town. Such measures include but are not limited to a restriction on the watering of lawns, gardens, streets, yards or grounds, or the use of a hose or similar device to wash vehicles, or the exteriors of houses or other buildings. Other measures include but are not limited to varying the hours and days of the use of water.
- 18.6 After Publication of any Water Demand Management Measures, it will be an offence for a Person to use water in contravention of the declared Water Demand Management Measures. A Consumer who is not adhering to the Water Demand Management Measures may have their service Shut-Off with reasonable notice.



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18.7 No Persons will have any claim for compensation or damages because of the Town shutting off the water with or without notice for any reason or from failure of the water supply from any cause whatsoever.

18.8 Failure to adhere to this Bylaw may result in service Disconnection.

**19.0 UTILITY RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS**

19.1 The Consumer will pay to the Town the utility distribution and other charges as applicable as set out in Schedule "A" Utility Rates and Other Charges as attached to this Bylaw for all service consumption, including but not limited to leaks up to the utility mains.

19.2 New account requests or changes for Utility Services must be in the name of the Owner(s) registered on the property title only, other than those accounts specific to Bulk Water use.

19.3 Prior to Utility use, an Owner must open an account, and is subject to the application fee and security deposit fees as in Schedule "A" Utility Rates and Other Charges as attached. The Owner is responsible for ensuring the Town has accurate contact information, i.e. address, email address, phone number.

19.4 The Security Fee will be fully refundable, less any outstanding Account balances, upon termination of the Account.

19.5 Should there be a disagreement of the classification of any service, Council will have the final, binding decision.

19.6 Persons who use Utility Services without opening an account will be liable for the cost of utility consumption based upon reasonable estimation. Failure to open an Account may result in Utility service being Shut Off.

19.7 The Town will take readings from the Water Meters monthly. The Utility Bill, based on consumption in accordance with the rates set out in Schedule "A" hereto, will be mailed or emailed every month to Consumers.

19.8 A Utility Bill showing the current service charges will be mailed or emailed to the Owner(s) or designated renter. It remains the Owner's responsibility to ensure renters are making regular payments. Payment for Utility Services will be due and payable when the account is rendered. Payment must be made at the Town Office or at such other place as may be designated by the Council, or online, and failure to receive a billing will in no way affect the liability of the Owner(s) to pay the account.

19.9 In the event any Utility Bill remains unpaid after the date shown on the billing, there will be added by way of penalty an amount as set out in Schedule "A" being attached hereto and forming part of this Bylaw. The said penalty will be added to and shall form part of the unpaid Utility Bill.

19.10 In the event any utility charges remain unpaid for a period of sixty (60) days or longer, the Town may take any or all the following actions to recover:

- i Written notice of arrears requesting payment, including authorizing appropriate payment arrangements.
- ii Shut off Utility Services. An Arrears Fee as set out in Schedule "A" will be applied to the Account if the Account is scheduled for shut off. Any properties that cannot have the Utility Service Shut-Off (i.e. Condominiums, malfunctioning CC, etc.) may have unpaid Accounts transferred to the Owner's Property Tax Roll and may be subject to all other applicable charges.

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- iii Transference of outstanding account balance to the Owner's Property Tax Roll.
  - iv By action, in any court of competent jurisdiction.
- 19.11 If an error or omission is found in the Utility Bill charges, the Town will correct the Utility Accounts by the appropriate amount for the duration of the billing error as follows:
  - i If the correction results in an under billing for utility consumption charges to the Consumer, the Utility Bill correction will be made for a period of not more than three (3) months immediately preceding the date of discovery of error, or,
  - ii If the correction results in an over billing for utility consumption charges to the Consumer, the billing correction will be made for the period of the error if the start date of the error can be determined with reasonable accuracy. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months.
- 19.12 A Consumer may contact the Town for temporary or permanent Service Disconnection of Utilities. Service Call charges per Schedule "A" will apply to disconnect the service as well as a Service Disconnection charge. To reconnect the service upon request of the Consumer, Service Call charges per Schedule "A" will apply as well as a Service Reconnection Charge. Charges will be applied to the Consumer's account and make up part of the Utility Bill.
- 19.13 Consumers who wish to close their account must make a request with the Town at least two working days before the request is to become effective. All fees up to the date of closure remain the responsibility of the Consumer. The Town may continue to levy Utility Service fees until the Account is formally closed by the Consumer. A refund will be issued for closed Accounts with a final credit balance of \$5.00 or more.
- 19.14 Any Bulk Water Consumer who transacts online, requiring no administrative assistance for adding funds to their Bulk Water account, will receive a 10% bonus of water.

## **20.0 PENALTIES**

- 20.1 Offence Tag
  - 20.1.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue an offence tag to any Person who contravenes any provision of this Bylaw.
  - 20.1.2 An Offence Tag shall be in a form approved by the Council and will state:
    - i The name of the offender; and,
    - ii The offence.
    - iii The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw; and
    - iv That the fine must be paid within 30 days of the issuance of the offence tag.
- 20.2 Where a contravention of this Bylaw is of a continuing nature, further offence tags for the same offence may be issued by the Bylaw Enforcement Officer, provided however, that

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no more than one offence tag will be issued for each day that the contravention continues.

**20.3 Violation Ticket**

- i If the fine specified on an offence tag is not paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a violation ticket.
- ii The Violation Ticket must be in the form prescribed by Alberta Regulation, as amended, being the Violation Ticket Regulations passed pursuant to the Provincial Offences Procedures Act.
- iii Imprisonment in default of payment of a fine specified in the bylaw will not be imposed under any circumstances.

**21.0 SEVERABILITY**

Should any provision of this Bylaw be invalid, then such provision will be severed, and the remaining Bylaw will be maintained.

**22.0 GENERAL**

22.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.

22.2 Bylaw 2024-12 is hereby repealed when this bylaw comes into effect.

22.3 This Bylaw will come into full force and effect on January 1, 2026.

READ A FIRST TIME THIS 2<sup>nd</sup> of December 2025

READ A SECOND TIME THIS 16<sup>th</sup> of December 2025

READ A THIRD TIME THIS 16<sup>th</sup> of December 2025

SIGNED AND PASSED THIS 16<sup>th</sup> of December 2025

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Mayor Brian Holden

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Chief Administrative Officer

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## **Bylaw 2024-01 SCHEDULE “A” – UTILITY RATES AND OTHER CHARGES**

### **1.0 DEFINITIONS OF UTILITY RATES**

- 1.1 “Service Charge” means a flat fee charge intended to recover costs for such things as: billing and other related charges, customer service, energy related charges, communication, Facilities, and administration of Consumer accounts.
- 1.2 “Capital Rate Rider” means a flat fee charge intended to reflect each Consumer’s share of costs of capital program related assets, such as equipment and infrastructure replacement (i.e. Defective pipes or installation of new pipes.)
- 1.3 “Consumption Charge” means a variable volumetric charge, unless water is un-metered, that reflects the cost of utility supply.

### **2.0 WATER RATES**

<b>Residential, Commercial, Institutional</b>	<b>Billing Item</b>	<b>Rate</b>	<b>Application</b>
	Service Charge	\$11.00	per billing month per utility account
	Capital Rate Rider	\$1.50	per billing month per utility account
	Consumption Charge	\$3.75	per cubic meter consumed during each billing period

<b>Bulk Water (Truckfill) Pre-paid</b>	<b>Billing Item</b>	<b>Charge</b>	<b>Application</b>
	Consumption Charge	\$5.84	per cubic meter consumed during each billing period
	Consumption Charge – 10% discount for online only customers	\$5.26	per cubic meter consumed during each billing period

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**3.0 WASTEWATER RATES**

<b>Residential, Commercial, Institutional</b>	<b>Billing Item</b>	<b>Rate</b>	<b>Application</b>
	Service Charge	\$11.00	per billing month per utility account
	Capital Rate Rider	\$2.00	per billing month per utility account
	Consumption Charge	\$4.53	per cubic meter of water consumed during each billing period

**4.0 DEFINITIONS OF OTHER UTILITY CHARGES**

- 4.1 “Application Fee” means a one-time flat fee applicable to new service account requests and split between water and wastewater services.
- 4.2 “Arrears Fee” means a flat fee charge intended to reflect the cost of managing and processing the administration and collection of utility accounts that are scheduled for shut off due to arrears and non-payment.
- 4.3 “Connection to Main” means a charge for a new service request where a new physical connection is required to the Utility Main System.
- 4.4 “Interference or Tampering Penalty” means a charge issued to anyone who has been found to have interfered with Town Facilities including any meter, meter seals, meter reading, or water Disconnection equipment.
- 4.5 “Late Payment Penalty” means a penalty of twenty-four percent (24%) per annum or two percent (2%) per month that is added to the outstanding amount of Utility Bills that remain unpaid after the date fixed for payment.
- 4.6 “Meter Testing Charge” means a charge intended to reflect the cost of removing, testing, and re-installing a Water Meter that the Consumer believes is faulty.
- 4.7 “Security Fee” means a one-time flat fee applicable to new utility account holders. The fee is added to the account at the time of account activation and is refundable less any outstanding amounts owing upon termination of service.
- 4.8 “Service Calls” means a per hour charge applicable to those Consumers who require service over and above that of the Basic Services provided for non-emergent issues, including Consumer request for Disconnection and Reconnection.
- 4.9 “Service Disconnection” means an option for Consumers who wish to have their service temporarily Disconnected. This is a one-time charge applied to the account at the time of Disconnection.
- 4.10 “Service Reconnection” means the option for Consumers to have their service turned back on after having requested for a temporary service Disconnection.

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**4.0 OTHER UTILITY CHARGES**

Billing Item	Charge	Application
Application Fee	\$30.00	Per new utility account – applied to account at time-of-service application; split between water and wastewater.
Arrears Fee	\$65.00	Applied to account during any instance of account being scheduled for Shut-Off due to non-payment.
Connection to Main	\$200.00Residential \$250.00Commercial & Institutional	tapping into main for new service
Interference, Tampering or Unauthorized Use Penalty	\$500.00	Per event
Late payment penalty	24% per annum (2% per month)	Applicable to outstanding balance – applied to total Utility Bill after the date due.
Meter Testing Charge	Flow through of costs + service call	per Consumer request, flow through of testing charge plus Service Call
Security Fee	Cost determined at time of Utility service application – based on Water Meter size  ½" up to 1" meter \$200.00 1.5" meter \$750.00 2" meter \$1000.00	Per new utility account, applied at time-of-service application and refunded upon service termination less any monies outstanding.
Service Calls	\$65.00 if required during regular business hours \$100.00 if required outside of regular business hours	Per hour plus any additional costs that may be incurred in attending to non-emergent issues
Service Disconnection	Service Call Charge plus \$65.00	Per request, per utility account.
Service Reconnection	Service Call Charge plus \$65.00	Per request, per utility account.

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**5.0 PENALTIES**

	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE
Release of any matter not in accordance with Schedule "C"	\$500	\$1,000
Release of any matter not in accordance with Schedule "D"	\$500	\$1,000
Diluting wastewater	\$500	\$1,000
Connection of storm water, roof drains etc. to sanitary sewer	\$500	\$1,000
Tampering with manhole covers or Appurtenances	\$500	\$1,000
Cutting or tapping into Town sewers	\$500	\$1,000
Obstructing the flow of sewage	\$500	\$1,000

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## **Bylaw 2022-20 SCHEDULE “B” – PROHIBITED WASTES**

No Person will discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer or municipal sewer connection or private sewer connection, to any wastewater works in circumstances where:

- (1) To do so may cause or result in:
  - (a) A health or safety hazard to a Person authorized by the ARROW UTILITIES or a Member Municipality to inspect, operate, maintain, repair, or otherwise work on a wastewater works.
  - (b) An offence under any applicable federal or provincial legislation, as amended from time to time, or any regulation made thereunder from time to time.
  - (c) Wastewater sludge from the wastewater treatment facility to which wastewater discharges, either directly or indirectly, to fail to meet the objectives and criteria as listed in any applicable federal or provincial legislation, as amended from time to time.
  - (d) Interference with the operation or maintenance of a wastewater works, or which may impair or interfere with any wastewater treatment process.
  - (e) A hazard to any Person, animal, property, or vegetation.
  - (f) An offensive odour emanating from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour.
  - (g) Damage to wastewater works.
  - (h) An obstruction or restriction to the flow in wastewater works.
- (2) The wastewater has two or more separate liquid layers.
- (3) The wastewater contains:
  - (a) Hazardous substances.
  - (b) Combustible liquid.
  - (c) Biomedical waste, including but not limited to the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in “Risk Group4” as defined in “Laboratory Biosafety Guidelines” published by Health Canada, dated 2004, as amended.
  - (d) Specified risk material for bovine spongiform encephalopathy as defined in the federal Fertilizers Regulations (C.R.C., c. 666), as amended from time to time, including material from the skull, brain, trigeminal ganglia, eyes, tonsils, spinal cord, and dorsal root ganglia of cattle aged 30 months or older, or material from the distal ileum of cattle of all ages.



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- (e) Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent.
  - (f) Fuel.
  - (g) Ignitable waste.
  - (h) Pathological waste.
  - (i) PCBs.
  - (j) Pesticides which are not otherwise regulated in this Bylaw.
  - (k) Reactive waste.
  - (l) Toxic substances which are not otherwise regulated in this Bylaw.
  - (m) Waste radioactive substances in concentrations greater than those specified for release to the environment under the Nuclear Safety and Control Act and Regulations or amended versions thereof.
  - (n) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a wastewater works, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.
- (4) The wastewater contains a concentration, expressed in milligrams per litre, more than any one or more of the limits in Schedule "C" of this Bylaw, unless:
- (a) The discharge is in accordance with a valid Wastewater Discharge Permit;
  - (b) The discharge is authorized in a Code of Practice approved by ARROW UTILITIES; and
  - (c) All requirements of Section 13 of this Bylaw, Additional Requirements, have been fully satisfied.

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**Bylaw 2022-20 SCHEDULE “C” – RESTRICTED WASTES  
– SANITARY SEWER DISCHARGES**

1. Table A – CONVENTIONAL CONTAMINANTS

<b>Substance</b>	<b>Concentration Limit– [mg/L, except as noted]</b>
Biochemical Oxygen Demand	10,000
Chemical Oxygen Demand	20,000
Nitrogen, Total Kjeldahl	500
Oil and Grease, Total – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	500
Phosphorus, total	200
Suspended Solids, Total	5,000

2. Table B – ORGANIC CONTAMINANTS

<b>Substance</b>	<b>Concentration Limit– [mg/L]</b>
Benzene	0.5
Ethylbenzene	0.5
Oil and Grease – Mineral and Synthetic/Petroleum Hydrocarbons	100
Phenols, Total (or phenolic compounds)	1.0
Toluene	0.5
Xylene	0.5

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3. Table C – INORGANIC CONTAMINANTS

<b>Substance</b>	<b>Concentration Limit– [mg/L]</b>
Arsenic (As)	1.0
Cadmium (Cd)	0.10
Chlorine, Total (Cl <sub>2</sub> )	5.0
Chromium (Hexavalent) (Cr <sup>+6</sup> )	2.0
Chromium, Total (Cr)	4.0
Cobalt (Co)	5.0
Copper (Cu)	2.0
Cyanide (CN)	2.0
Lead (Pb)	1.0
Mercury (Hg)	0.10
Molybdenum (Mo)	5.0
Nickel (Ni)	4.0
Selenium (Se)	1.0
Silver (Ag)	5.0
Sulphide (S <sup>=</sup> )	3.0
Thallium (Tl)	1.0
Zinc (Zn)	2.0

4. Table D – PHYSICAL PARAMETERS

<b>Parameter</b>	<b>Limit</b>
Flashpoint	Not ≤60.5° C
Lower Explosive Limit (LEL) in headspace	10% of the LEL
Ph	6.0 – 11.5 (unitless)
Temperature	60° C

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**Bylaw 2022-20 SCHEDULE “D” – WASTEWATER  
OVERSTRENGTH LIMITS**

Concentrations that do not exceed the constituent concentration limits listed in Schedule “C” are permitted for discharge, however, they may be subject to an Overstrength Surcharge.

	Column A	Column B
Substance	Overstrength Surcharge Concentration Limits, mg/L	Additional Overstrength Concentration Limits, mg/L
Biochemical Oxygen Demand (BOD)	300	3000
Chemical Oxygen Demand (COD)	600	6000
Nitrogen, Total Kjeldahl (TKN)	50	200
Oil and Grease, Total (O&G) – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	100	400
Phosphorus, Total (TP)	10	75
Suspended Solids, Total (TSS)	300	3000

**TOWN OF BON ACCORD**  
**REQUEST FOR DECISION**

<b>Meeting:</b>	Regular Meeting of Council
<b>Meeting Date:</b>	December 16, 2025
<b>Presented by:</b>	Falon Fayant, Corporate Services Manager
<b>Title:</b>	<b>Waste Collection – Bylaw 2025-09, 2<sup>nd</sup> &amp; 3<sup>rd</sup> Reading</b>
<b>Agenda Item No.</b>	<b>8.2</b>

**BACKGROUND/PROPOSAL**

Council gave first reading to the Waste Collection Bylaw 2025-09 at the December 2<sup>nd</sup> regular meeting. The bylaw requires updating due to the updated rates in the approved 2026 interim operating budget. The rates need to be updated in the bylaw prior to the first billing for January 2026.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The rates from GFL Environmental will increase by 2% in 2026, per the agreement. In April 2025, recycling services moved to Circular Materials. Savings from recycling are transferred to reserves. The cost increases from Roseridge Waste Management Commission for 2026 are also built into the waste collection rate.

The following rates presented in the 2026 interim draft operating budget to implement full cost recovery is:

- Waste Collection Charge: \$19.00/month (Increase from \$17.40 in 2025).

Administration is recommending a repeal and replacement, whereas Waste Collection 2025-09 would repeal Bylaw 2024-13, rather than amending the Schedule “A” Utility Rates and Other Charges. This process keeps all the utilities bylaw information together in one document, rather than referencing two separate documents.

Amending the presented Waste Collection Bylaw 2025-09 would require adjustments to the 2026 interim operating budget in the garbage/waste collection department.

The loss of projected 2026 budget revenue if no increase is made to the rates is \$9,965.

**STRATEGIC ALIGNMENT**

***Values Statement: Professionalism***

- Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

***Values Statement: Stewardship***

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

***Priority #3: Infrastructure***

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

**COSTS/SOURCES OF FUNDING**

2026 Operating Budget

**RECOMMENDED ACTION (by originator)**

**Resolution #1**

THAT Council gives 2<sup>nd</sup> reading to Waste Collection Bylaw 2025-09 as presented.

**Resolution #2**

THAT Council gives 3<sup>rd</sup> and final reading to Waste Collection Bylaw 2025-09 as presented.

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**A BYLAW OF THE TOWN OF BON ACCORD TO ESTABLISH TERMS AND CONDITIONS FOR THE PROVISION OF WASTE COLLECTION AND RECYCLING SERVICES IN THE TOWN OF BON ACCORD**

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WHEREAS the *Municipal Government Act* provides that a Council may pass bylaws respecting public utilities; and

WHEREAS it is deemed advisable and expedient to set out the terms and conditions applicable to the collection and disposal of solid waste and the provision of recycling and organic services within the Town of Bon Accord;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

This Bylaw may be cited as the "Waste Collection Bylaw".

The services provided by the Town shall be pursuant to the terms, conditions, and provisions of this Waste Collection Bylaw, the contents of which will be binding upon and form part of an agreement between the Town and any Person who receives the services.

## **1. DEFINITIONS**

- 1.1. "Ashes" means the powdery residue left after the combustion of any substance and includes partially burnt wood, charcoal or coal;
- 1.2. "Automated Bin Service" means a collection service where Waste Materials are stored in a bin constructed to be emptied mechanically into a collection vehicle;
- 1.3. "Building Material" means:
  - 1.3.1. board lumber, such as 2 x 4's, 2 x 6's, 2' x 10's, baseboards, etc., which are limited to lengths of 0.9m (36"); or
  - 1.3.2. sheet lumber, such as plywood, paneling and drywall, limited to 0.9m x 0.3m (36"x 12") sheets with maximum thickness of 25mm (1"); or
  - 1.3.3. insulation, plastic, or other such material used in the construction or re-construction of a building or facility;
- 1.4. "Bylaw Enforcement Officer" means an officer appointed by the Town pursuant to the *Municipal Government Act*, RSA 2000, c. M-26, to enforce the Town Bylaws, and includes a member of the Royal Canadian Mounted Police, and when authorized, a Special Constable;
- 1.5. "Collection Day" shall mean the day or days during each week on which waste is collected from a specific premise;
- 1.6. "Commercial Bin" means secure container used for the purposes of storing and disposing of commercial or sizeable waste;
- 1.7. "Cart" will be one or a combination of the following:
  - 1.7.1. Waste collection cart, supplied to eligible premises for use by the Householder
  - 1.7.2. Aerated organics collection cart supplied to eligible premises by the Town

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- 1.8. "Container Recyclables," means glass bottles and jars, aluminum, steel and tin cans, margarine and yogurt containers, grocery and retail bags, plastic bottles with twist off top, beverage containers, polycoat milk cartons, plastic milk jugs and juice cartons, tetra packs and mini-sip containers or other items designated by Council from time to time;
- 1.9. "Council" means the Municipal Council of The Town of Bon Accord;
- 1.10. "Householder" means any owner, occupant, lessee or tenant or any other Person in charge of any Dwelling;
- 1.11. "Industrial / Commercial / Institutional Waste" or "ICI Waste" means material of similar composition as mixed waste collected within the Town other than by Town Collection;
- 1.12. "Institutional Facilities" shall mean a hospital, nursing home, hotel, or school;
- 1.13. "Multi-Family Complex" means a building or private community containing three or more units, including apartment buildings, townhouses, condominiums or manufactured home parks;
- 1.14. "Owner" means the person who is registered under the Land Titles Act, RSA 2000 c. L-4, as amended or replaced from time to time, as the owner of the fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town;
- 1.15. "Person" means any Person, Householder, firm, partnership, association, corporation, company or organization of any kind;
- 1.16. "Recommencement of Service" means a point in time in which Collection Services and billing for such service will resume.
- 1.17. "Roadway" means a roadway within the meaning of the Traffic Safety Act, RSA 2000, c. T-6, as amended or replaced from time to time;
- 1.18. "Solid Waste Collector" means the Person or Persons appointed by the Town for the purpose of collecting and disposing of Waste Materials, Organic Materials, Fibre, Recyclables and Container Recyclables;
- 1.19. "Town" means The Town of Bon Accord;
- 1.20. "Town Manager" means the Chief Administrative Officer as appointed by Council;
- 1.21. "Utility Bill" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for utility services provided by the Town;
- 1.22. "Waste Collection Service" means the curbside or roadside collection of Waste Materials, Organic Materials, Fibre Recyclables and Container Recyclables;
- 1.23. "Waste Materials" means any material discarded from a Dwelling or Multi-Family Complex that is not Fibre Recyclables or Container Recyclables or Organic Materials;
- 1.24. "Yard Waste" means, stumps, tree trunks, sod, and other similar materials.

## **2.0 CONDITIONS**

- 2.1 No Person will collect, dispose of, or remove refuse except in accordance with the provisions of this Bylaw.
- 2.2 No Person will operate a vehicle in the Town while it is carrying solid waste or industrial waste unless the portion of the vehicle in which the material is being carried is securely



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- covered or the material is secured to prevent any part of such material from falling off, or out of, the vehicle while in transit.
- 2.3 No person will allow solid waste to spill over or accumulate on any lane, street, or adjoining public or private property. Every person will ensure that all solid waste is always kept within their waste cart.
- 2.4 No person will allow their waste cart to fall into disrepair or become noxious, offensive, or dangerous to public health.
- 2.5 No person will pick over, interfere with, disturb, remove, or scatter any solid waste put out for collection or removal.
- 2.6 No person other than the approved Solid Waste Collector will collect solid waste from eligible premises.
- 2.7 No person will vandalize or willfully damage any solid waste cart.

**3.0 RESPONSIBILITIES AND DELEGATION**

- 3.1 The Town Manager may delegate the administration of this Bylaw to the following employee positions:
- 3.1.1 Infrastructure Manager or position similar thereof.
- 3.1.2 Corporate Services Manager or position similar thereof.

**4.0 COLLECTION, RECYCLING, AND ORGANICS SERVICES**

- 4.1 Every Householder to which this Bylaw applies must obtain proper Waste Material and Organic Material carts provided for by the Solid Waste Collector.
- 4.2 Organic waste carts not required may be returned to the Town; no reduction or adjustment will be made to the Utility Bill as a result.
- 4.3 A Householder may request a replacement waste or organics cart should their cart be damaged or stolen. Per Schedule "A" of this Bylaw, the Householder will be responsible for the cost to replace carts damaged by misuse and/or carts lost or stolen.
- 4.4 A Householder may request an additional waste or organics cart for an additional charge per Schedule "A" of this Bylaw.
- 4.5 The Householder will maintain all carts supplied in a clean and sanitary condition, and will immediately notify the Town of lost, stolen, or damaged carts.
- 4.6 Waste and organic carts and recycling will be collected at the times specified by the Solid Waste Collector per Schedule "B" of this Bylaw.
- 4.7 All solid waste must be placed for collection on the road adjacent to the eligible premises prior to 7:00 am on the Collection Day as specified in Schedule "B" of this Bylaw. No cart will be located to encroach on any roadway, highway, boulevard, lane, or public place except as expressly required by this Bylaw.
- 4.8 Waste and organic carts must be removed from the curbside by 9:00 pm of the Collection Day. Any materials not collected must be removed from the curbside by 9:00 pm of the

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- Collection Day unless rescheduling for the next day has occurred due to an unscheduled service interruption by the Solid Waste Collector.
- 4.9 Subject to section 4.9.1 of this Bylaw, no Person other than the Town of Bon Accord, will provide Collection Services or Supplementary Collection Services.
- 4.9.1 If a Person, who at the date of passage of this Bylaw, was providing or receiving Collection Services or Supplementary Collection Services within the Town subsequently discontinues providing such services, that Person may not recommence providing such services later unless approved by Council.
- 4.10 Every person who operates a private Collection Service must:
- 4.10.1 Comply with requirements of this Bylaw.
- 4.10.2 Obtain any permit required by this Bylaw or any Provincial statute and regulations.
- 4.10.3 Refuse to collect Waste Materials, Organic Materials, and/or Recyclables from premises whose Householders do not comply with the requirements of this Bylaw. Notwithstanding any other provision in this Bylaw to the contrary, a Person who operates a private Collection Service may select whatever Cart of Container suitable to their operation to use for placing Waste Materials, Organic Materials, and Recyclables for collection at each eligible premises.
- 4.10.4 Provide all services as offered by the Town with respect to Collection Services to maximize diversion from the landfill.
- 4.11 Householders within the Town who receive a water and/or sewer Utility Bill will automatically receive Waste Collection Services, and an account will be established and effective as of the date of ownership or occupancy whichever first occurs. This excludes all apartments, multi-family complexes, institutional, and commercial facilities.
- 4.12 Householders residing within a Multi-Family Complex may apply for Waste Collection Service as a group in accordance with Section 5 of this Bylaw. Upon approval, all Householders within the site will be provided and billed for Waste Collection Services.
- 4.12.1 Householders within a Multi-Family Complex may opt-out of Waste Collection Service from the Town as a group, only if the Householders have contracted for an Automated Bin Service. Upon written confirmation to the Town that such a contract exists, the Waste Collection Service will be discontinued.
- 4.13 Owners within the Town who do not receive a water and/or sewer Utility Bill from the Town may apply for Waste Collection Service and upon approval will be provided and billed for Waste Collection Services.
- 4.14 A Householder may opt-out of Waste Collection Services followed by application to and approval by Council. Householders may only opt-out of Waste Collection Services provided one or more of the following conditions exist:
- 4.14.1 A Householder resides on a property greater than 0.81 ha (2 acres) in the area.
- 4.14.2 The premises is not occupied for cooking, eating, sleeping, or living purpose for a consecutive period of three (3) months or more.
- 4.15 The effective date of Opt-Out for Waste Collection Services will be the date upon which the application is approved. All Householders who opt-out of Waste Collection Service will be subject to a Services Fee as described in Schedule "A" of this Bylaw for discontinuation of service.

**TOWN OF BON ACCORD**  
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- 4.16 Householders who wish to recommence their Waste Collection Service following a discontinuation will be subject to a Service Fee as described in Schedule "A" of this Bylaw for commencement of service.
- 4.17 No person or business/commercial entity will construct a new building or facility without the provision of a Commercial Bin (at their own expense) on site to provide for the storage and removal of new construction waste, including that of Building Material waste.

**5.0 PREPARATION OF MATERIALS FOR COLLECTION**

- 5.1 Prepare yard waste for collection by compacting and tying in secure bundles not more than 1 metre (3.3 ft.) in length and placing in the designated Waste Materials Cart.
- 5.2 Package Ashes cold in biodegradable bags and place in the designated Organic Materials Cart.
- 5.3 Place sawdust in the Cart designated for Organic Materials.
- 5.4 All pet related feces and cat litter must be packaged in plastic bags and placed in the Cart designated for Waste Materials.
- 5.5 Building Materials, for purposes other than new construction, will be limited to 1 m (3.3 ft) in length and placed in the Cart designated for Waste Materials.
- 5.6 New construction Building Material must be placed in a Commercial Bin (i.e. container) that has been provided for by the entity conducting the new construction.
- 5.7 Place grass clippings and leaves in the Cart designated for Organic Materials.
- 5.8 Deposit all other waste materials in the Cart designated for Waste Materials but limited to the capacity of the Cart with the lid closed.
- 5.9 No Owner will place, permit to be placed, or mix any of the following materials for removal:
  - 5.9.1 Industrial waste.
  - 5.9.2 Any highly combustible or explosive or toxic waste, including but not limited to such materials as fuels or lubricants, gun powder or bullets, dynamite, blasting caps, hot Ashes, ignitable waste, motion picture film or toxic materials.
  - 5.9.3 Household hazardous waste or dangerous goods including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any other material commonly referred to as household, commercial, or industrial hazardous waste.
  - 5.9.4 Any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal.
  - 5.9.5 Hypodermic needles.
  - 5.9.6 Sharp objects or broken glass unless packaged to allow safe handling.
  - 5.9.7 Luminescent gas filled tubes unless such tubes are encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling.
  - 5.9.8 Dead animals or animal parts.

**TOWN OF BON ACCORD  
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- 5.10 Any person who mixes an item from Section 5.9 into their waste Cart will be responsible for any costs associated with the cleanup and will be liable to a penalty as set forth in Schedule "A" of this Bylaw.

**6.0 HOUSEHOLD WASTE COLLECTION**

- 6.1 Every person is required to place all household waste in the waste cart designated for waste collection. Loose material will not be collected.
- 6.2 Every person will ensure that prohibited waste as defined in Section 5.9 of this Bylaw is not placed in the garbage cart or bin. If such waste is placed in the garbage cart or bin, it will not be picked up by the Solid Waste Collector and any additional cost will be incurred by the responsible eligible premise.
- 6.3 Waste carts must be placed along the edge of the road with the wheels in the gutter and must be a minimum of 4 feet away from other obstacles on all sides.
- 6.4 Waste carts must not be overloaded. The lid must be closed.
- 6.5 Only waste contained within the waste cart provided by the Solid Waste Collector will be collected.
- 6.6 Waste carts not prepared or placed in accordance with this Bylaw will not be collected.

**7.0 RECYCLABLE MATERIAL COLLECTION**

- 7.1 Every person is required to place all recyclable materials in a blue bag.
- 7.2 Blue bags must be kept at a minimum of 4 feet from regular waste carts or bins or other obstacles.
- 7.3 Recyclable products include the following:
- 7.3.1 Newspaper
  - 7.3.2 Mixed papers (including office paper, magazines, flyers)
  - 7.3.3 Corrugated cardboard
  - 7.3.4 Box board
  - 7.3.5 Metal cans (ie. Food tins)
  - 7.3.6 Milk containers
  - 7.3.7 Deposit beverage containers
  - 7.3.8 Rigid, screw top and snap on lidded containers labeled #1 or #2 only
- 7.4 Recyclable materials not prepared or placed in accordance with this Bylaw will not be collected.

**TOWN OF BON ACCORD  
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**8.0 ORGANIC WASTE COLLECTION**

- 8.1 Every person is required to place all organic waste in the organics waste cart for collection.
- 8.2 Every person will ensure that no household waste, recycling, tires, plastics, or anything except organic waste is placed into the organics waste cart. If such waste is placed in the organics waste cart, it will not be picked up by the Solid Waste Collector.
- 8.3 Every person will ensure that prohibited waste as defined in Section 5.9 of this Bylaw is not placed in the organics waste bin. If such waste is placed in the garbage cart or bin, it will not be picked up by the Solid Waste Collector and any additional cost will be incurred by the responsible eligible premise.
- 8.4 Organic carts must be placed along the edge of the road with the wheels in the gutter and must be a minimum of 4 feet away from other obstacles on all sides.
- 8.5 Organic carts must not be overloaded. The lid must be closed.
- 8.6 Only organic waste contained in the organics waste cart provided by the Solid Waste Collector will be collected.
- 8.7 Organic products include the following:
  - 8.7.1 Grass clippings
  - 8.7.2 Fallen leaves
  - 8.7.3 Small tree or garden trimmings (no branches over 1cm in diameter)
  - 8.7.4 Small quantities of pet waste
  - 8.7.5 Soiled paper
  - 8.7.6 Small quantities of sod
  - 8.7.7 House and garden plants and flowers
  - 8.7.8 Kitchen food waste (fruits, vegetables, and peelings, nuts and seeds, bread and grains, pasta, eggshells, coffee grounds).
- 8.8 Organic materials not prepared or placed in accordance with this Bylaw will not be collected.

**9.0 LANDFILL DISPOSAL**

- 9.1 Every person can dispose of any extra solid waste generated from their eligible premises through their landfill pass.
- 9.2 Every person with a landfill pass will be charged for solid waste taken to the Roseridge Landfill through the Utility Bill monthly.

**TOWN OF BON ACCORD  
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**10.0 WASTE COLLECTION RATES AND CHARGES, OPENING AND CLOSING OF ACCOUNTS**

- 10.1 The Consumer will pay to the Town the Waste Collection Service rates and other charges as applicable as set out in Schedule "A" Waste Collection Service Rates and Other Charges as attached to this Bylaw.
- 10.2 New account requests of changes to Waste Collection Services must be in the name of the Owner(s) registered on the property title only.
- 10.3 Prior to Waste Collection Service, an Owner must open an account. The Owner is responsible for ensuring the Town has accurate contact information, i.e. address, email address, phone number.
- 10.4 Persons who use the Waste Collection Service without opening an account will be liable for the cost of the services. Failure to open an Account may result in service disruption.
- 10.5 A Utility Bill showing the current Waste Collection Service charges will be mailed or emailed to the Owner(s) or designated renter. It remains the Owner's responsibility to ensure renters are making regular payments. Payment for services will be due and payable when the account is rendered. Payment must be made at the Town Office or at such other place as may be designated by the Council, or online, and failure to receive a billing will in no way affect the liability of the Owner(s) to pay the account.
- 10.6 In the event any Utility Bill remains unpaid after the date shown on the billing, there will be added by way of penalty an amount as set out in Schedule "A" being attached hereto and forming part of this Bylaw. The said penalty will be added to and will form part of the unpaid Utility Bill.
- 10.7 In the event any Utility Bill remains unpaid for a period of sixty (60) days or longer, the Town may take any or all the following actions to recover:
  - 10.7.1 Written notice of arrears requesting payment, including authorizing appropriate payment arrangements.
  - 10.7.2 Discontinue or disrupt Waste Collection Services.
  - 10.7.3 Transference of outstanding account balance to the Owner's Property Tax Roll.
  - 10.7.4 By action, in any court of competent jurisdiction.
- 10.8 If an error or omission is found in the Utility Bill charges, the Town will correct the Utility Accounts by the appropriate amount for the duration of the billing error as follows:
  - 10.8.1 If the correction results in an under billing for utility consumption charges to the Consumer, the Utility Bill correction will be made for a period of not more than three (3) months immediately preceding the date of discovery of error, or,
  - 10.8.2 If the correction results in an over billing for utility consumption charges to the Consumer, the billing correction will be made for the period of the error if the start date of the error can be determined with reasonable accuracy. If such time cannot be determined with reasonable accuracy, the correction will be made for a period of not more than three (3) months.

**TOWN OF BON ACCORD**  
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**11.0 PENALTIES**

11.1 Offence Tag

11.1.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue an offence tag to any Person who contravenes any provision of this Bylaw.

11.1.2 An Offence Tag shall be in a form approved by the Council and will state:

- i. The name of the offender; and,
- ii. The offence.
- iii. The appropriate penalty for the offence as specified in Schedule "A" of this Bylaw; and
- iv. That the fine will be paid within 30 days of the issuance of the offence tag.

11.2 Where a contravention of this Bylaw is of a continuing nature, further offence tags for the same offence may be issued by the Bylaw Enforcement Officer, provided however, that no more than one offence tag will be issued for each day that the contravention continues.

11.3 Violation Ticket

11.3.1 If the fine specified on an offence tag is not paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to lay a complaint and issue a summons by means of a violation ticket.

11.3.2 The Violation Ticket will be in the form prescribed by Alberta Regulation, as amended, being the Violation Ticket Regulations passed pursuant to the Provincial Offences Procedures Act.

11.3.3 Imprisonment in default of payment of a fine specified in the bylaw will not be imposed under any circumstances.

**12.0 SEVERABILITY**

12.1 Should any provision of this bylaw be invalid then such provision will be severed, and the remaining bylaw will be maintained.

**13.0 GENERAL**

13.1 Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial, or other Town of Bon Accord law, order, regulation, or Bylaw.

13.2 Bylaw 2024-13 is hereby repealed when this bylaw comes into effect.

13.3 This Bylaw will come into full force and effect on January 1, 2026.

**TOWN OF BON ACCORD  
BYLAW 2025-09  
WASTE COLLECTION BYLAW**

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READ A FIRST TIME THIS 2<sup>nd</sup> of December 2025

READ A SECOND TIME THIS 16<sup>th</sup> of December 2025

READ A THIRD TIME THIS 16<sup>th</sup> of December 2025

SIGNED AND PASSED THIS 16<sup>th</sup> of December 2025

\_\_\_\_\_  
Mayor Brian Holden

\_\_\_\_\_  
Chief Administrative Officer

DRAFT



**TOWN OF BON ACCORD**  
**BYLAW 2025-09**  
**WASTE COLLECTION BYLAW**

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**Bylaw 2024-13 SCHEDULE “A” WASTE COLLECTION  
SERVICE RATES AND OTHER CHARGES**

**WASTE COLLECTION SERVICE RATES**

<b>Residential</b>	Billing Item	Rate	Application
	<b>Solid Waste Collection</b> <i>(Single/Duplex Unit/Dwelling)</i>	\$ 19.00	per billing month per utility account
	Extra Waste Cart	\$ 4.33	per billing month per utility account
	Extra Organic Cart	\$ 3.25	per billing month per utility account

**OTHER CHARGES**

Billing Item	Charge	Application
Landfill Usage	Flow-through charge - Permit holders will be charged at the rate established and invoiced by the Roseridge Waste Commission.	Applied to Utility Bill monthly.
Late payment penalty	24% per annum (2% per month)	Applicable to outstanding balance – applied to total Utility Bill after the date due.
Replacement Carts	\$100	Applied to Utility Bill at the time of replacement request.
Service Charge	\$15	One time application to Utility Bill per event.

\*\*Seniors self-contained units, apartments, 4-plexes, and commercial / industrial pickups must use other service provider.

**PENALTIES**

	1 <sup>ST</sup> OFFENCE
Improper materials for removal as waste, recycling, or organics.	\$100
Improper location of Waste or Organics Carts	\$100
Improper storage of Waste or Organics carts (not on private property or obstructing a roadway, highway, boulevard, lane, or public property)	\$100
Improper Waste or Organics cart	\$500

## **Bylaw 2024-13 SCHEDULE “B” WASTE COLLECTION SERVICES SCHEDULE**

### **COLLECTION FREQUENCY**

Waste Material Collection: The frequency for household waste collection for all eligible premises is weekly on Friday. Collection of household waste placed in accordance with this Bylaw will commence at 7:00 am.

Organic Material Collection: The frequency for organic waste collection for all eligible premises is weekly on Friday from May 15<sup>th</sup> to November 15<sup>th</sup> of each year. Collection of organic waste placed in accordance with this Bylaw will commence at 7:00 am.

Recyclable Material Collection: The frequency for recyclable material collection for all eligible premises is bi-weekly on Friday. Collection of recyclable materials placed in accordance with this Bylaw will commence at 7:00 am.

**TOWN OF BON ACCORD  
BYLAW 2025-09  
WASTE COLLECTION BYLAW**

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**Bylaw 2022-21 SCHEDULE "C" STATUTORY  
DECLARATION FOR WASTE COLLECTION SERVICE**

**STATUTORY DECLARATION**

CANADA ) IN THE MATTER OF the current  
Waste Collection Bylaw providing for the  
PROVINCE OF ALBERTA ) levying and collection of service charges, rates, and  
TO WIT: ) penalties in connection with Collection Services.

I \_\_\_\_\_, of \_\_\_\_\_

in the Province of Alberta DO SOLEMNLY DECLARE:

1. THAT the building(s) located at the following service address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is not occupied for cooking, eating, sleeping, or living purposes for a consecutive period of three (3) months, or more, or that a significant extenuating circumstance exists that would generate a need for approval, from the Town of Bon Accord Council, to opt out of Waste Collection services.

2. THAT I understand I will not be eligible to receive Collection Services from the Town of Bon Accord for the specified and approved period of time upon which either the Chief Administrative Officer or Town Council approves my application for opting-out from Collection Services. I also understand that upon Recommencement of Service (i.e. resumption of waste collection services upon completion of opt out period) that I must retain the Collection Service for a minimum of six (6) months.

3. THAT the opt out period is determined as follows:

Service interruption effective: \_\_\_\_\_

Service recommencement effective: \_\_\_\_\_

4. THAT should a recommencement date not be provided at time of application all waste totes will be removed from the landowner property at or near the date of service interruption. Upon Recommencement of Service, waste totes will be provided to the above noted service address and a delivery charge of \$15.00 will be applied to the Utility Bill.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "THE CANADA EVIDENCE ACT".

DECLARED before me at the )  
\_\_\_\_\_ of \_\_\_\_\_ )  
in the Province of Alberta )  
this \_\_\_\_\_ day of \_\_\_\_\_ )

\_\_\_\_\_  
Commissioner for Oaths

**From:** [Jessica Spaidal](#)  
**To:** [Jessica Spaidal](#)  
**Subject:** FW: Registration for Emerging Trends 2026 is Now Open!  
**Date:** December 3, 2025 2:57:23 PM

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**From:** Jiang, Zhen <[zjiang@brownleelaw.com](mailto:zjiang@brownleelaw.com)>  
**Sent:** Thursday, November 27, 2025 4:33 PM  
**To:** Tim Duhamel <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>  
**Subject:** Registration for Emerging Trends 2026 is Now Open!

You don't often get email from [zjiang@brownleelaw.com](mailto:zjiang@brownleelaw.com). [Learn why this is important](#)



Dear \_\_\_\_\_,

You are invited to join us this February for our annual **Emerging Trends in Municipal Law** seminar featuring topics curated exclusively for our elected and administrative municipal clients.

Emerging Trends in Municipal Law will be held in-person in Calgary and Edmonton – and the Edmonton date will also offer a live-stream option for virtual attendance.

## Event Details

CALGARY	EDMONTON
<b>WinSport Arena</b> 88 Canada Olympic Rd SW, Calgary - Thursday, February 5, 2026 7:45 am – 4:30 pm - In-person only	<b>Edmonton Expo Centre</b> 7515 - 118 Ave. NW, Edmonton - Thursday, February 12, 2026 7:45 am – 4:30 pm - In-person   Virtual

**REGISTER**

**Feb. 5<sup>th</sup> 2026**

**REGISTER**

**Feb. 12<sup>th</sup> 2026**

### **Tickets**

Early bird pricing is available now till January 5<sup>th</sup>, 2026.

**Early Bird Pricing | In-Person: \$189** + applicable taxes & fees (\$209 reg.)

**Early Bird Pricing | Virtual: \$139** + applicable taxes & fees (\$149 reg.)

## **Hotel Booking Information**

**Should you require accommodation feel free to access our discounted hotel rates:**

### **Calgary**

**Hotel:** FourPoints by Sheraton Calgary West

**Address:** 8220 Bowridge Crescent, NW

To book your room before Dec 22<sup>nd</sup> 2025, call Marriot Reservations at **403.288.441** using the Room Block with group code Brownlee LLP/Emerging Trends 2026. You can also [book a room online](#)

### **Edmonton**

**Hotel:** Sandman Signature Edmonton Downtown

**Address:** 10235 – 101 St. NW, Edmonton

To book a room before January 26<sup>th</sup> 2026, call **1-800-SANDMAN**, [email the hotel](#), or [book a room online](#) and provide the following information:

**Block Code: "2602EMERGI"**

If you have any questions, please contact Dania Atique at [datique@brownleelaw.com](mailto:datique@brownleelaw.com).

*This event is by invitation only.*

We hope you can join us!

### **Brownlee LLP**

*This message is sent on behalf of the Brownlee Municipal Practice Area.*

*You are receiving this correspondence because you have previously attended Emerging Trends in Municipal Law, or because you or your employer has utilized or expressed interest*

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**PRONOUNS:** SHE/HER

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*We acknowledge the traditional territories of the Indigenous peoples of the Treaty 6 region and the Metis settlements and Metis Nation of Alberta, regions 2, 3 and 4. We respect the histories, languages and cultures of the First Nations, Metis, Inuit and all First Peoples of Canada, whose presence continues to enrich our community.*

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**TOWN OF BON ACCORD***Mayor Report – for period Nov 12 – Dec 9, 2025*

November 12-14, 2025	Attended AB Munis Convention. Always a great conference. I participated in 3 break-out sessions. 1. Advocating for Towns 2. Mayors Master Class 3. Unintended Consequences of good ideas. I also had an opportunity to speak with Devin Dreesen, Minister of Transportation and Economic Corridors about drainage study.
November 18, 2025	Chaired Regular Meeting of Council
November 24, 2025	Attended full day Emergency Management Course. This is a course that council attends after every municipal election. Our whole region's Councils attended.
November 25, 2025	Attended Coffee with a Cop. 4 residents came out and participated in many conversations. Sergeant Mike Fabrerro came out from the detachment.
November 26-28, 2025	Attended FCSSAA Conference. Great conference. I participated in three break-out sessions. 1. Partnership & Collaboration 2. FCSS 101 3. Healthy Communities. I also was able to have a couple of private conversations with Searle Turton, Minister of Children and Family Services and Rakhi Pancholi, Deputy Leader of NDP Party. Excellent conference.
November 29, 2025	Participated in Morinville's Lite Up The Night Parade as well as Elected Officials Mixer afterwards. The parade was great. I couldn't believe how many people came out in the cold. I had an opportunity to have conversations with several new Councillors from Morinville, St. Albert and Sturgeon County.
November 30, 2025	Attended Rooted in Wellness Dinner. Great turnout as usual.
December 2, 2025	Attended part 1 of Council Orientation. Part 1 and 2, are both mandatory sessions after an election.
December 2, 2025	Chaired Regular Meeting of Council
December 3, 2025	Attended part 2 of Council Orientation
December 6, 2025	Attended Winter Wonder-Fest where I participated in the event by reading Christmas stories to the children. This year, only 2 children with their parents showed up.

Note: Very busy month, considering that I attended 8 full day events.

Brian Holden

Mayor

Town of Bon Accord



## **TOWN OF BON ACCORD**

### *Deputy Mayor Report – Nov 12 to Dec 10, 2025*

Nov 12, 13, 14	Attended the AB Munis Convention. There were 46% NEW municipal elected officials elected this year. We had a great chance to meet new and returning peers. There were lots of good, pertinent education sessions and always nice to see the Dialogue Panels with the provincial ministers.
Nov 18	Attended the Regular Meeting of Council.
Nov 24	Attended the Regional Emergency Management Program orientation session.
Nov 26	Chaired the Committee of the Whole meeting. We reviewed the interim budget for 2026.
Nov 27	Attended the Homeland Housing Board organizational meeting. Orientation will be offered in early January.
Nov 28	Attended Arrow Utilities Commission organizational meeting. I have been appointed to the Board Development Committee.
Nov 29	Attended the “Light Up the Night” parade in Morinville. We had a brightly lit truck with flashing lights and a Christmas Tree! (Thank you to Public Works). There was a very large crowd despite cold temperatures, and the candy was a hit!
Dec 2	Attended the mandatory Council Orientation Part 2. Attended the Regular Meeting of Council in the evening.
Dec 3	Day 2 of Council Orientation.
Dec 9, 10	Council will be participating in interviews for our next CAO.
Note:	I have enjoyed attending some of the programs offered by the Community Services Dept. (Greenland bus trip, Winter Wonder-Fest and will be attending Art Night Out.) Great programs and well attended.

*Lynn Bidney*  
Deputy Mayor

# BOARD BRIEFS

NOVEMBER 2025

**Welcome!** The following individuals were elected to the Board of Directors, and have put their names forward to participate in the following board committees:

**Ken MacKay** – St. Albert, Chair (Governance & HR, and ex-officio on all committees)  
**Justin Laurie** – Stony Plain, Vice-Chair (Audit & Finance, Advocacy & Awareness)  
**Steven vanNieuwkerk** – Beaumont (Audit & Finance, Advocacy & Awareness)  
**Gale Katchur** – Fort Saskatchewan (Governance & HR, Advocacy & Awareness)  
**Bill Hamilton** – Leduc (Governance & HR)  
**Jeff Acker** – Spruce Grove (Governance & HR, Audit & Finance)  
**Kelly-Lynn Lewis** – Leduc County (Advocacy & Awareness, Board Development)  
**Rod Shaigec** – Parkland County (Advocacy & Awareness)  
**Robert Parks** – Strathcona County (Governance & HR, Audit & Finance)  
**Alanna Hnatiw** – Sturgeon County (Board Development)  
**Lynn Bidney** – Bon Accord (Board Development)  
**Travis Currie** – Gibbons (Board Development)  
**Jenn Anheliger** – Morinville (Audit & Finance)

**Third-Party Review:** After a competitive tendering process, the board motioned, and unanimously approved, the appointment of EY to conduct an independent, third-party review of ARROW Utilities. The review focuses on two core areas: governance and finance. On governance, it will examine the current model (bylaws, policies, and practices) to determine whether updates are needed, supported by a scan of comparable regional commissions. It will assess how the Board and management interact, including how information is shared and whether advice is timely and comprehensive. The review will also clarify roles and responsibilities for the Board, CEO, and Administration to strengthen alignment and overall governance effectiveness. On finance, it will evaluate the organization's financial viability, including the rate structure, long-term viability, and major infrastructure commitments. It will assess financial reporting to the Board, review assumptions underpinning major projects, and recommend strategies to improve future grant-funding advocacy.

**Governance Presentation:** To support a smooth transition into the new term and strengthen a shared foundation for decision-making, Gwendolyn Stewart-Palmer, K.C. of Shores Jardine LLP delivered an overview of governance roles and responsibilities specific to regional commissions. While Board members bring valuable experience from their municipal roles, this session highlighted key differences in commission governance and clarified areas where responsibilities diverge. It also reaffirmed the importance of balancing fiduciary duty to the Commission with the realities of representing municipal perspectives. Overall, the session helped reinforce a common understanding as the Board begins its work for the new term.

**Q3 Financial Update:** In summary, the net position is trending above target due to \$7.5M in unbudgeted Train 4 grant revenue, which will be transferred to capital. Of the \$50M grant for Train 4, \$45M has been received, with \$5M remaining for construction completion. Expenses are slightly below budget overall, with Corporate Services over due to insurance timing, reorganization costs, new FTEs, and travel. Operations and Maintenance favourable Q3 variances reflect timing differences mainly related to maintenance, sludge haul, and biosolids contract work. Interest costs are \$2M favourable due to improved monitoring and cash management on Train 4 loan withdrawals Debt began the year at \$112.5M and is projected to reach \$166M by year-end, which is within approved limits. TD has advanced \$49M YTD for Train 4, with repayment of total loan (approximately \$117 million) expected through a GOA debenture once approved.

**Up Next:** The Board will be meeting on January 30, 2026, from 9:00 a.m. until 3 p.m. for an in-depth orientation to the organization.

## **TOWN OF BON ACCORD**

### *Councillor Report – for November 12th to December 10<sup>th</sup> 2025*

- November 18 2025 Attended Regular Meeting of Council
- November 24,2025 Attended Municipal Elected Officials course in Morinville. Learned a lot about the emergency management as it effects the area. Personal learnings about preparing and informing our community in case of an emergency in the area.
- November 26,2025 Attended Committee of the Whole meeting. We went over the interim budget and prepared for its passing.
- November 26,2025 Attended Edmonton Salutes Committee New Member Orientation meeting (zoom). Lots of great learnings about what the committee does.
- November 27,2025 Attended Alberta Library Trustees AGM meeting (zoom). We elected board members for the year with many new people in attendance. We went through the audit and treasures report, are currently looking for an accounting to finish off the year end. hendriksmit69@outlook.com if anyone knows someone interested. The NLLS is looking for an alternate for the board so I have emailed Bard Smith about this position.
- November 28,2025 Attended Edmonton Salutes Committee Meeting (zoom) we had representatives from the 3 DND branches speak on the current recruitment process. Councillor Karen Principe was on and spoke about the Yellow Ribbon Gala.
- December 2,2025 Attended Council Orientation part 1 Incredible learnings and discussions in this session. Jessica Spaidal conducted Cyber security and Privacy training sessions.
- December 2,2025 Attended the Regular Council meeting. RCMP S.Sgt. Darcy McGunigal gave a run down on the quarterly report. Passed the interim budget.
- December 3,2025 Attended Council Orientation Day 2. We finished the mandatory training, finishing off with great learning and discussion around the Strategic Plan.
- December 8,2025 Attended the Bon Accord Library Board Christmas dinner. Great food and conversation.
- December 9,2025 Will be conducting interviews for the next CAO today and tomorrow.
- Note: Big month of learning and meetings; will hopefully be able to attend more community events in the coming months.

*Cindy Gallant*  
Councillor  
Town of Bon Accord

## TOWN OF BON ACCORD

*Councillor Report Nov 12-Dec-09, 2025*

November 11-14,2025	Attended the Alberta Munis Conference in Calgary. Always Great to network with other elected officials' discussion of similar problems and solutions.
November 17, 2025	<p>Attended CRNWSC (Capital Regional Northeast Water Service Commission) organizational meeting and orientation. Here are the new water board members:</p> <ul style="list-style-type: none"><li>• Redwater -<b>Mayor David McRae is now the Chair.</b></li><li>• Bon Accord -<b>Councilor Timothy J. Larson now the Vice Chair</b></li><li>• Sturgeon County -<b>Mayor Alanna Hnatiw</b></li><li>• Gibbons- <b>Councilor Robert Simonowits</b></li><li>• Strathcona County -<b>Councilor Katie Berghofer</b></li><li>• Fort Saskatchewan- <b>Councilor- Patrick Noyen</b></li><li>• Commission Manager- <b>Gene Sobolewski</b></li><li>• Executive Clerk- <b>Tara Harder</b></li></ul> <p>Looking forward to collaborating with the new members</p>
November 18, 2025	Attended Regular Meeting of council.
November 24,2025	Attended (LAEO) Local Authority Elected Officials Mandatory Municipal Elected Officials (MEO) Emergency Training Course.
November 25,2025	Attended Coffee with a Cop. Always good conversations
November 26,2025	Committee of the Whole
December 02,2025	Day 1- Mandated Orientation for elected officials
December 02,2025	Attended Regular Meeting of council.
December 03,2025	Day 2- Mandated Orientation for elected officials
December 06,2025	Winter Wonder-Fest. Great job to the folks who put it together. Perogies were great!

Timothy J Larson

Councillor

**TOWN OF BON ACCORD**  
*Councillor Report – November 12 – December 8, 2025*

November 18	Regular meeting of council.
November 24	Attended Municipal Emergency Training Course.
November 26	Attended Committee of the whole meeting.
November 27	Attended Alberta Library General Meeting (ALTA).
November 28	Attended Northern Lights Library (NLLS) Meeting.
December 1	Attended Building Better Communities Bloom Course.
December 2	Attended day one of Council Orientation.
December 2	Attended Regular meetings of council.
December 3	Attended day two of Council Orientation.
December 8	Attended Bon Accord Library Board Christmas Dinner.

Note:

*Tanya May*  
Councillor  
Town of Bon Accord



December 3, 2025

Mayor Brian Holden and Council  
Town of Bon Accord  
Attn: Jodi Brown  
Sent via email: [CAO@bonaccord.ca](mailto:CAO@bonaccord.ca)

Dear Mayor Brian Holden and Council,

Every second counts. The first moments in a time-critical situation can be the difference between life and death, permanent damage or full recovery.

STARS is a registered not-for-profit organization dedicated to saving lives. We celebrate 40 years of serving Albertans, more than 65,000 missions flown and maintain a charitable model with no cost to the patient. Your residents have access to STARS wherever they may travel, work and play across Western Canada. Today, STARS operates six bases located in Calgary, Edmonton, Grande Prairie, Saskatoon, Regina and Winnipeg, and averages 10 missions per day. Last fiscal year, STARS flew a total of 3,694 missions.

In Alberta, it costs \$12.2 million per base, with three bases, totalling \$36.6 million in direct operating costs annually. We are grateful to the Alberta provincial government that provides \$15M of these operational costs annually, while we rely on donations and our Alberta Lottery to cover the remaining 59% of costs through fundraising.

STARS is a respected innovative leader as the first civilian organization in Canada (2003) to fly at night, with 50% of call volumes occurring at night. STARS was the first in North America (2013) to carry life-saving universal blood onboard. Our new Massive Hemorrhage Protocol is another Canadian first, to enhance critical care for patients that are at high-risk of bleeding out. STARS continues to strive for leading-edge advancement in our delivery of providing critical care, anywhere.

We are here today because of the unwavering generosity of longstanding partners. Municipalities are a significant part of STARS history with 95% of Alberta's rural sector providing annual support for STARS through a fixed rate or per capita amount included in annual budgets. These municipalities view STARS as an essential service for rural residents. Over 75% of rural and urban municipalities are **Regional Leaders**, contributing a minimum \$2 per capita per year. Many municipalities, round up to a fixed rate of support annually, to provide ease of process for administration and ensure sustainability for STARS.

#### OUR REQUEST

- Voluntary annual contribution (based on \$1-\$2 per capita) OR
- Fixed rate of support (based on minimum \$2 per capita annually) and recognized as a Regional Leader
- 4-Year Pledge of support – 2026, 2027, 2028, 2029 (in conjunction with present council term)

Thank you for your kind consideration to join Alberta's leaders. Together, we safeguard rural healthcare for all.

Sincerely,

**Mackenzie Wood**  
Development Coordinator  
(403) 516 4823  
STARS Foundation

**Glenda Farnden**  
Sr. Municipal Relations Liaison,  
Alberta and British Columbia



403-295-1811



1441 Aviation Park NE, Box 570  
Calgary, AB T2E 8M7



[info@stars.ca](mailto:info@stars.ca) | [stars.ca](http://stars.ca)

**From:** [Jessica Spaidal](#)  
**To:** [Jessica Spaidal](#)  
**Subject:** FW: re notice of motion  
**Date:** December 8, 2025 8:35:39 AM

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**From:** Tanya May <[tmay@bonaccord.ca](mailto:tmay@bonaccord.ca)>  
**Sent:** Wednesday, December 3, 2025 11:00 AM  
**To:** Tim Duhamel <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>; Brian Holden <[bholden@bonaccord.ca](mailto:bholden@bonaccord.ca)>; Lynn Bidney <[lbidney@bonaccord.ca](mailto:lbidney@bonaccord.ca)>; Cindy Gallant <[cgallant@bonaccord.ca](mailto:cgallant@bonaccord.ca)>; Timothy Larson <[tlarson@bonaccord.ca](mailto:tlarson@bonaccord.ca)>  
**Subject:** re notice of motion

I would like to bring a second motion forward to discuss allowing the transport trucks to have adequate parking in our community. Should it be changing the signs at the highway or looking into alternate parking.

Thank you kindly

Councilor Tanya May