

**TOWN OF BLACKFALDS**  
**Regular Council Meeting**  
**Civic/Cultural Center – 5018 Waghorn Street**  
**June 23, 2020 7:00pm**  
**AGENDA**



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1. **Call to Order**
  2. **Adoption of Agenda**
    - 2.1 Agenda for June 23, 2020
  3. **Delegation**
    - 3.1 Blackfalds Against Racism – Kisha Daniels
    - 3.2 Consolidated Financial Statement & Auditors Report 2019 – Presenters Grant Stange & Samantha Robinson, of RSM Canada
    - 3.3 Prairie Bus Lines – Jonathan Weal
  4. **Public Hearing**
    - 4.1 N/A
  5. **Business Arising from Minutes**
    - 5.1 N/A
  6. **Business**
    - 6.1 CAO Report – verbal
    - [6.2 Audited Financial Statements - 2019](#)
    - [6.3 Bylaw 1212/17 – Utility Bylaw](#)
  7. **Action Correspondence**
    - 7.1 N/A
  8. **Information**
    - [8.1 Branding Update: Step 3 Defining Blackfalds Desired Brand](#)
    - [8.2 FCSS Meeting Minutes – Signed Feb 13, 2020](#)
  9. **Round Table Discussion**
    - [9.1 Mayor Poole](#)
    - [9.2 Deputy Mayor Olfert](#)
    - [9.3 Councillor Appel](#)
    - [9.4 Councillor Stendie](#)
    - [9.5 Councillor Svab](#)
    - [9.6 Councillor Taylor](#)
    - [9.7 Councillor Hoover](#)
  10. **Adoption of Minutes**
    - [10.1 Minutes from June 9, 2020](#)
  11. **Notices of Motion**
    - 11.1 N/A
  12. **Business for the Good of Council**
    - 12.1 N/A
  13. **Confidential**
    - 13.1 FOIP S # 21
    - 13.2 FOIP S # 29
  14. **Adjournment**
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**Future Meetings/Events:**

- June 25, July 2 & July 9 – Souto Farms Veggie Truck
  - July 1 Canada Day Fire Works Display
  - July 14 – Regular Council Meeting



## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING REQUEST FOR DECISION

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**MEETING DATE:** June 23, 2020

**ORIGINATED BY:** Darolee Bouteiller, Finance Manager

**SUBJECT:** 2019 Audited Financial Statements

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### **BACKGROUND:**

The annual financial statements for the Town of Blackfalds have now been audited as per requirement of the Municipal Government Act.

### **Annual Financial Statements and Auditor's Report**

#### **Annual Financial Statements**

**Section 276(1)** Each municipality must prepare annual financial statements of the Municipality for the immediately preceding year in accordance with

- (a) Canadian generally accepted accounting principles for Municipal Governments, which are the standards approved by the Public Sector Accounting Board included in the CPA Canada Public Sector Accounting Handbook published by the Chartered Professional Accountants of Canada, as amended from time to time, and
  - (b) any modification of the principles or any supplementary accounting standards or principles established by the Minister by regulation.
- (2)** The municipality's financial statements must include
- (a) the municipality's debt limit, and
  - (b) the amount of the municipality's debt as defined in the regulations under section 271.
- (3)** Each municipality must make its financial statements, or a summary of them, and the auditor's report of the financial statements available to the public in the manner the council considers appropriate by May 1 of the year following the year for which the financial statements have been prepared.

2000 cM-26.1 s276

### **COVID-19 Response**

*As a result of COVID-19, the Minister has extended the submission deadline for the 2019 Financial Statements and the Financial Information Return from May 1, 2020 to October 1, 2020.*

The Town of Blackfalds audited financial statements for year ending 2019 along with the Financial Information Return (FIR) are complete and will be submitted to Municipal Affairs prior to the extended deadline October 1, 2020.



## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING REQUEST FOR DECISION

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### DISCUSSION:

Annual financial statements are prepared each year following an audit process undertaken by chartered accountants secured through a contractual agreement with the Town of Blackfalds. The audit is an independent review of the organization's financial systems and processes and includes site visits and interviews.

Due to the COVID-19 Pandemic, several of the auditing procedures were interrupted, and caused a delay in the original timelines established for the audit. The main interruption occurred a few days after the auditors arrived on-site, when they were mandated to work remotely from home to comply with physical distance safety measures. With the audit team separated off-site and some were removed from the audit, challenges were created with transferring information back and forth, documentation was more difficult and required more supporting documents as well as more phone calls and discussions for clarification.

RSM Canada has been the Town's auditor for five years, previously under the name of Collins Barrow. They conduct the audit, prepare the 2019 audited statements, FIR return and the 2019 Report to the Board. Mr. Grant Stange, Partner and Ms. Samantha Robinson, Manager with RSM Canada will be attending the meeting and provide an overview of the statements and findings during the Council meeting. Any recommendations arising from the 2019 audit will be used to improve on the current Town of Blackfalds financial systems and processes.

Administration would like to take this opportunity to thank the staff from RSM Canada for the excellent work they have provided.

### FINANCIAL IMPLICATIONS:

Administration is currently working on the financial implications of the 2019 financial year and will be bringing these findings and recommendations to a future meeting.

#### ADMINISTRATIVE RECOMMENDATION:

- a) That Council move to approve the 2019 Consolidated Financial Statements as presented.


### ALTERNATIVES:


- A) That Council move to refer the 2019 Consolidated Financial Statements back to Administration for further information.

### Attachments:

- 2019 Auditors Report
- 2019 Audited Financial Statements

### Approvals:

  
\_\_\_\_\_  
CAO Myron Thompson

  
\_\_\_\_\_  
Department Director/Author

# Town of Blackfalds

Report to the Town Council  
For the Year Ended December 31, 2019

DRAFT

June 23, 2020

The Town Council  
Town of Blackfalds  
Box 220  
5018 Waghorn Street  
Blackfalds, AB  
T0M 0J0

Dear Sirs:

**Re: Audit of the consolidated financial statements of Town of Blackfalds**

This report summarizes key aspects of our audit plan and key audit findings and responses to assessed audit risks which we believe to be of interest to assist the Town Council in discharging its responsibilities in connection with the audited consolidated financial statements of Town of Blackfalds (the "Town") for the year ended December 31, 2019.

We would like to express our appreciation for the cooperation we received from the officers and employees of the Town with whom we worked during our audit. We look forward to meeting with the Town Council to discuss the content of this report and answering any questions you may have.

Yours very truly,

per: Grant Stange, Partner

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## Status of the audit

We have substantially completed our audit of the consolidated financial statements of the Town for the Year ended December 31, 2019.

### Outstanding items

The following items require completion prior to issuing our auditor's report:

- receipt of management representation letter (Appendix D);
- subsequent events review to audit report date;
- approval of the consolidated financial statements by the Town Council.

### Independent auditor's report

Our draft independent auditor's report is attached (Appendix C).

## Audit team

### Audit team

RSM Alberta LLP professionals involved in the audit will include the following:

Team Member	Position	Phone	E-Mail
Grant Stange, CPA, CA	Audit Partner	(403) 350-3578	Grant.Stange@rsmcanada.com
Samantha Robinson, CPA	Manager, Audit	(403) 350-3583	Sam.Robinson@rsmcanada.com

## Audit approach

Certain aspects of our planned audit approach are intended to help you discharge your oversight responsibilities. Our general approach to the audit of the consolidated financial statements of the Town was to assess the risks of material misstatement in the consolidated financial statements and respond by designing audit procedures to address these risks.

### Audit objective

The objective of our audit was to obtain reasonable assurance that the consolidated financial statements are free from material misstatement. Our audit was not designed to identify all matters which may be of interest to the Town Council in discharging its responsibilities. However, we will communicate matters relating to misstatements, fraud, illegal or possibly illegal acts and material weaknesses and significant deficiencies in internal controls, should we encounter any such items, elsewhere in this report.

### Internal controls

Our audit included an assessment of the design and implementation of the system of internal controls to assist us in determining the nature and extent of audit procedures to be performed. We placed no reliance on the system of internal controls at Town of Blackfalds. Our audit was conducted using a substantive approach. We used data analytic techniques and procedures to select samples, test opening balances, automate selected vouching procedures and enhance our journal entry testing.

## Materiality

Materiality is the term used to describe the significance of financial statement information to decision makers. An item of information, or an aggregate of items, is material if it is probable that its omission or misstatement would influence or change a decision. Materiality is a matter of professional judgment in the particular circumstances.

Final overall materiality was \$550,000 based on total revenue.

## Significant audit findings

### Accounting policies

Management is responsible for selecting and applying appropriate accounting policies. The Town Council is responsible to review accounting policies adopted by the Town and where alternative policies are available, determine the most appropriate policies to be adopted in the circumstances. If the Town Council believes that the adoption of or change in accounting policies may produce inappropriate or misleading financial reporting, this concern must be discussed with management and us.

Our views on the qualitative aspects of accounting practices used in the Town's financial reporting are intended to assist the Town Council in its review of the consolidated financial statements. Policies affecting the understandability, relevance, reliability and comparability of the consolidated financial statements are:

Changes in significant accounting policies, including adoption of new standards.	There were no new accounting policies adopted or changes to the application of accounting policies of the Town during the Year.
Accounting policies unique to the industry, or relate to controversial or emerging areas.	No significant items to report.
Existence of alternative policies and methods.	No significant items to report.
Effect of timing of occurrence and recognition of transactions relating to when accounting policies are adopted.	No significant items to report.



## Conclusion

We reviewed the significant accounting policies selected and applied by management and in our judgment, we believe that the accounting policies are, in all material respects, acceptable under Canadian Public Sector Accounting Standards and are appropriate to the particular circumstances of the Town.

## Significant risks and other significant findings

Our risk-based audit approach focused on obtaining sufficient appropriate audit evidence to reduce the risk of material misstatement in the consolidated financial statements to an appropriate level.

The following is a summary of key issues and significant risks of material misstatement, whether due to fraud or error, encompassing areas of estimates and related judgments and assumptions, significant or unusual transactions and sensitive financial statement disclosures, identified during the audit:

	<b>Management override of controls</b>
Issue/risk area	Management override of controls is, by definition, a significant risk.
Our response	During the course of our audit, we designed and performed audit procedures to respond to the risks of management override of controls. Our procedures included assessing appropriateness of general journal entries and other adjustments on a test basis, reviewing accounting estimates for biases and evaluating business rationale for transactions outside the normal course of business. These procedures did not reveal any evidence of management override of controls and, as such, no additional audit procedures were performed.
	<b>Grant Revenue Recognition</b>
Issue/risk area	In order for the Town to receive specific grants, certain funding requirements must be complied with. If the requirements are not met or are in the process of being met the grant might not qualify for recognition in the financial statement or may require that it not be recognized as revenue until the funding requirements are met.
Management's approach	Management records grants as revenue when received.
Our response	We have confirmed various grants and have tested the funding requirements to ensure the funding is properly classified and disclosed in the financial statements.

	Utilities revenue
Issue/risk area	There are a significant number of low value utility transactions each month. If incorrect or inappropriate utility charges occurred it can be difficult to identify the error, resulting in a potential misstatement.
Our response	We designed and performed audit procedures to assess that utility charges occurred. Our procedures included substantively testing the utilities revenue by comparing to invoices and verifying the approved utility rates were applied. No issues were identified as a result of our utility testing.
	Contributed Assets
Issue/risk area	The recognition of contributed assets is dependent on the completion of certain components of a development. Knowledge of the completion of a development rests with a few individuals so there is a risk completed developments will be over looked and not recorded as an asset of the Town when the rights to the asset have transferred to the Town.
Management's approach	Administration discusses developments with Planning and Development to identify any new completed assets each year and to obtain values for the contributed assets.
Our response	During our audit, we designed procedures to specifically inquire with both departments and agreed identified completed developments to certificates of completion for the developments to determine when the rights to the assets transferred to the Town. We ensured the contributed assets were capitalized appropriately and the related revenue was recognized in the financial statements.
	Completeness of Utility Revenue
Issue/risk area	Given the number of utility charges levied each month there is a risk that not all accounts will be invoiced resulting in an understatement of utility revenue.
Management's approach	Data is automatically downloaded and transferred to the billing system. Checks are completed to ensure all accounts are billed each month.
Our response	We compared the total monthly utility charges by type of utility revenue to ensure consistent amounts charged each month.

## Conclusion

We reviewed all significant accounting estimates and agree that they are, in all material respects, free of possible management bias and of material misstatement. The accounting treatment of the items noted above and related disclosures are appropriate and in accordance with Canadian Public Sector Accounting Standards. We were able to obtain sufficient appropriate audit evidence to reduce the risk of material misstatement in the consolidated financial statements to an appropriate low level.

## Misstatements and adjustments

### Adjustments

During our audit, we identified accounting differences that required adjustment. These differences were adjusted by management after discussion with us (Appendix F). In addition, management incorporated various changes to the consolidated financial statement disclosure and presentation as recommended by us.

### Uncorrected misstatements

During our audit, we aggregated uncorrected consolidated financial statement misstatements. Management deemed the effects of these misstatements to be immaterial, both individually and in the aggregate, to the consolidated financial statements. Management has not corrected these misstatements. We are required to request that the Town Council consider adjusting the consolidated financial statements for these misstatements (Appendix G).

## Significant standards changes

The following addresses upcoming significant changes to accounting standards which may impact the Town. The Town will need to consider the impact of these changes starting with its December 31, 2022 fiscal year.

### Accounting matters

- **PS 3280 Asset Retirement Obligations:** This section establishes the recognition, measurement, and disclosure for asset retirement obligations. This section requires management to prepare a best estimate of the obligation when there is a legal obligation to incur retirement costs, the transaction giving rise to the liability has occurred and future costs will be incurred. The liability must be reassessed at each financial statement date. This standard is effective for fiscal years beginning on or after April 1, 2021.
- **PS 1201 - Financial Statement Presentation:** The implementation of this standard requires a new statement of re-measurement gains and losses separate from the statement of operations. This new statement will include the unrealized gains and losses arising from the re-measurement of financial instruments and items denominated in foreign currency. This standard is effective for fiscal years beginning on or after April 1, 2021.

### Accounting matters (Continued)

- PS 3450 - Financial Instruments: This section establishes recognition, measurement, and disclosure requirements for derivative and non-derivative instruments. The standard requires fair value measurements of derivative instruments and equity instruments; all other financial instruments can be measured at either cost or fair value depending upon elections made by the Entity. Unrealized gains and losses will be presented on the new statement of re-measurement gains and losses arising from the adoption of PS 1201. There will also be a requirement to disclose the nature and extent of risks arising from financial instruments and clarification is given for the de-recognition of financial liabilities. This standard is effective for fiscal years beginning on or after April 1, 2021.
- PS 3041 - Portfolio Investments: This section removes the distinction between temporary and portfolio investments and provides additional guidance on recognition, measurement, presentation and disclosure of portfolio investments. Upon adoption of this section and PS 3450, PS 3040 - Portfolio Investments will no longer be applicable. This standard is effective for fiscal years beginning on or after April 1, 2021.
- PS 2601 - Foreign Currency Translation: This section establishes guidance on the recognition, measurement, presentation and disclosure of assets and liabilities denominated in foreign currencies. The Section requires monetary assets and liabilities, denominated in a foreign currency, and non-monetary items value at fair value, denominated in a foreign currency, to be adjusted to reflect the exchange rates in effect at the financial statement date. The resulting unrealized gains and losses are to be presented in the new statement of re-measurement gains and losses. This standard is effective for fiscal years beginning on or after April 1, 2021.

## Appendix A

### Auditor, management and the Town Council' responsibilities

#### Auditor's responsibilities

The auditor is responsible for:

- conducting the audit in accordance with Canadian generally accepted auditing standards ("GAAS");
- complying with ethical requirements, including those pertaining to independence; and
- planning and performing the audit to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error.

Our engagement letter contains a complete discussion of our responsibilities.

#### Management's responsibilities

Management is responsible for:

- preparing and fairly presenting the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards including internal controls management determines necessary to allow for the preparation of consolidated financial statements free from material misstatement; and
- ensuring that we have access to all information and persons within the Town necessary to complete our audit.

#### Town Council responsibilities

The Town Council is responsible for:

- providing direction in the audit planning process, when and where appropriate, including providing guidance on any additional work they feel should be undertaken;
- meeting with the auditors to discuss issues relevant to the audit and enquiring into audit findings.

## Appendix B

### Other required communication

Illegal Acts, Fraud, Intentional Misstatements and Errors	Testing during our audit did not reveal any illegal, improper or questionable payments or acts, nor any acts committed with the intent to deceive, involving either misappropriation of assets or misrepresentation of financial information.
Related Party Transactions	We conducted tests and procedures to identify related parties and transactions. Our audit did not reveal any related parties or significant related party transactions that were not disclosed to us by management, nor did it reveal any significant related party transactions which give rise to suspected fraud. There has been no disagreement between management and ourselves regarding the accounting for and disclosure of related party transactions.
Deficiencies in Internal Controls	A financial statement audit is not designed to and we are not providing any assurance on internal controls. During our audit, we identified the following significant deficiencies in internal controls:
	<ul style="list-style-type: none"><li>• <b>Identification of Contributed Tangible Capital Assets</b> Our audit identified contributed tangible capital assets that were transferred to the Town in 2018. Not recognizing contributions when received results in the understatement of tangible capital assets and other revenue. We recommend the Town review its process for identifying contributed tangible capital assets. Lists of approved and ongoing development may need to be tracked by Administration and Planning and Development to ensure appropriate communication occurs when discussing potential completed developments that need to be recognized in the financial records.</li></ul>
	<p>During our audit, we also identified the following deficiencies in internal controls which are not considered significant:</p> <ul style="list-style-type: none"><li>• <i>Review of Amortization Journal Entry</i> There is no formal review process of the amortization journal entry to ensure the annual amortization entry is appropriate and that the calculations were done correctly. This can result in an error if a miscalculation occurs. We recommend that the amortization calculations be reviewed by someone with appropriate knowledge who is not directly involved in the determination of the amortization entry.</li></ul>
	<ul style="list-style-type: none"><li>• <i>Review of Utility Rates</i> Our audit identified one sewer utility base rate that was not updated after the 2019 Utility By-law was passed by Council. Management indicates the issue was identified in 2019 and corrected. We recommend the Town review its process for updating utility rates to ensure all rates are appropriately updated.</li></ul>
Disagreements with Management	During our audit, we did not have any significant disagreements with management.

## Appendix B

### Other required communication (cont'd)

Consultations with Other Accountants	We are not aware of any consultations that have taken place with other accountants.
Cooperation of Management	We received full cooperation of management and other personnel during our audit and we had full and unrestricted access to all records and personnel required to complete our audit. We encountered no significant difficulties during our audit that should be brought to the attention of the Town Council.

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## Appendix C

### Draft Independent auditor's report



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#### INDEPENDENT AUDITOR'S REPORT

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##### To the Members of Council of Town of Blackfalds

###### *Opinion*

We have audited the accompanying consolidated financial statements of Town of Blackfalds, which comprises of the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the Town of Blackfalds as at December 31, 2019, the results of its operations, changes in its net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards

###### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

###### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.



### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

## Appendix D

### Management representation letter



DRAFT

# **Town of Blackfalds**

Box 220  
5018 Waghorn Street  
Blackfalds, AB  
T0M 0J0

June 23, 2020

RSM Alberta LLP  
Chartered Professional Accountants  
546 Laura Ave

Red Deer County, Alberta  
T4E 0A5

Dear Sirs:

We are providing this letter in connection with your audit of the consolidated financial statements of Town of Blackfalds (the "Town") as at December 31, 2019 and for the year then ended, for the purpose of expressing an opinion as to whether the consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of Town of Blackfalds in accordance with Canadian Public Sector Accounting Standards.

We acknowledge that we are responsible for the fair presentation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards and for the design and implementation of internal control to prevent and detect fraud and error. We have assessed the risk that the consolidated financial statements may be materially misstated as a result of fraud, and have determined such risk to be low. Further, we acknowledge that your examination was planned and conducted in accordance with Canadian generally accepted auditing standards so as to enable you to express an opinion on the consolidated financial statements. We understand that while your work includes an examination of the accounting system, internal control and related data to the extent you considered necessary in the circumstances, it is not designed to identify, nor can it necessarily be expected to disclose fraud, shortages, errors and other irregularities, should any exist.

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the consolidated financial statements would influence the decision of a reasonable person relying on the consolidated financial statements.

We confirm, to the best of our knowledge and belief, as of June 23, 2020, the following representations were made to you during your audit.

## **Consolidated financial statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 10, 2020, for the preparation of the consolidated financial statements in accordance with Canadian Public Sector Accounting Standards; in particular, the consolidated financial statements are fairly presented in accordance therewith.
2. The Town's significant accounting policies are disclosed in the consolidated financial statements and:
  - (a) there have been no changes in the Town's accounting policies.
  - (b) the accounting policies selected and applied are appropriate in the circumstances.
  - (c) significant assumptions used in making accounting estimates, including those measured at fair value, are reasonable.

3. Significant matters have not arisen that would require a restatement of the comparative consolidated financial statements.
4. We do not believe it is necessary to restate the previously issued financial statements as of and for the year ended December 31, 2018, and will record the \$3,324,578 in contributed tangible capital assets as contributed revenue in the statement of operations for the year ended December 31, 2019 and will increase tangible capital assets on the statement of financial position by the same amount.
  - The overstatement of revenues in December 31, 2019 financial statements corrects an immaterial error in the prior years financial statements
  - We were not aware of the error when the 2018 financial statements were issued
  - We are not aware of any other issues in the 2018 financial statements.

#### **Completeness of information**

5. We have provided you with:
  - access to all information of which we are aware that is relevant to the preparation of the consolidated financial statements, such as records, documentation and other matters;
  - additional information that you have requested from us for the purpose of this audit;
  - unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence; and
  - all minutes of the meetings of shareholders, directors and committees of directors, or summaries of recent meetings for which minutes have not yet been prepared.
6. The minute books of the Town are a complete record of all meetings and resolutions of the Town throughout the years and to the present date.
7. All transactions have been recorded in the accounting records and are reflected in the consolidated financial statements.
8. We are unaware of any known or probable instances of non-compliance with the requirements of regulatory agencies, applicable securities commissions or governmental authorities, including their financial reporting requirements.
9. We are unaware of any instances of non-compliance or suspected non-compliance with laws or regulations the effects of which should be considered when preparing consolidated financial statements.
10. We have identified to you all known related parties and all known related party relationships and transactions, including guarantees, non-monetary transactions and transactions for no consideration.
11. We have communicated to you all deficiencies in internal control of which management is aware.

#### **Fraud and error**

12. We have no knowledge of fraud or suspected fraud affecting the Town involving management; employees who have significant roles in internal control; or others, where the fraud could have a non-trivial effect on the consolidated financial statements.
13. We have no knowledge of any allegations of fraud or suspected fraud affecting the Town's consolidated financial statements communicated by employees, former employees, analysts, regulators or others.

14. We believe that the effects of the uncorrected financial statement misstatements summarized in the accompanying schedule are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

### **Recognition, measurement and disclosure**

15. We believe that the significant assumptions used in arriving at the fair values of financial instruments as measured and disclosed in the consolidated financial statements are reasonable and appropriate in the circumstances.
16. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities reflected in the consolidated financial statements.
17. All related party relationships and transactions have been appropriately measured and disclosed in the consolidated financial statements.
18. We are aware of the environmental laws and regulations that impact on our Town and we are in compliance. There are no known environmental liabilities that have not been accrued for or disclosed in the consolidated financial statements.
19. The nature of all material measurement uncertainties has been appropriately disclosed in the consolidated financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the consolidated financial statements.
20. We have informed you of all outstanding and possible litigation and claims, whether or not they have been discussed with legal counsel. Any such items have been accounted for and disclosed in accordance with Canadian Public Sector Accounting Standards.
21. We confirm that there are no derivative or off-balance sheet financial instruments held at the year then ended December 31, 2019.
22. We confirm that we have made the appropriate determination, accounting and disclosure in the consolidated financial statements of the costs, assets and obligations associated with employee future benefits.
23. All liabilities, both actual and contingent, including those associated with guarantees, whether written or oral, have been disclosed to you and are appropriately reflected in the consolidated financial statements.
24. The Town has satisfactory title to, or control over, all assets, and there are no liens or encumbrances on the Town's assets or assets pledged as collateral that are not disclosed in the notes to the consolidated financial statements.
25. We have disclosed to you, and the Town has complied with, all aspects of contractual agreements that could have a material effect on the consolidated financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
26. We confirm the appropriateness of accounting policies and the application thereof for complex areas of accounting and areas involving management's judgment and estimates, for example:
- Allowances for doubtful accounts
  - Inventory obsolescence and valuation
  - Estimated useful lives of tangible capital assets
  - Employee future benefits
27. There have been no events subsequent to consolidated balance sheet date up to the date hereof that would require recognition or disclosure in the consolidated financial statements other than that disclosed in the notes to the consolidated financial statements. Further, there have been no events subsequent to the date of the comparative consolidated financial statements that would require adjustment of those consolidated financial statements and the related notes.

28. We do not believe it is necessary to restate the previously issued financial statements as of and for the year ended December 31, 2018, and will record the \$3,324,578 in contributed tangible capital assets as contributed revenue in the statement of operations for the year ended December 31, 2019 and will increase tangible capital assets on the statement of financial position by the same amount.
29. The terms of your engagement, as set out in your letter to us dated January 10, 2020, are still in effect and we agree with the terms as set out.

**Journal entry approval**

30. We approve of and acknowledge responsibility for the journal entries summarized in the accompanying schedule.

Yours very truly,

---

Myron Thompson, Chief Administrative Officer

---

Justin de Bresser, Director of Corporate Services

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## Appendix E

### Independence letter

June 23, 2020

Town Council  
of Town of Blackfalds

We have been engaged to audit the consolidated financial statements of Town of Blackfalds (the "Town") for the year ending December 31, 2019.

We are advising the Town Council of all relationships between the Town and our firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require our firm to consider relevant rules and related interpretations prescribed by the appropriate provincial institute and applicable legislation, covering such matters as:

- (a) holding a financial interest, either directly or indirectly, in a client;
- (b) holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- (c) personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- (d) economic dependence on a client;
- (e) provision of services in addition to the audit engagement;
- (f) loan or loan guarantees to or from a client or a related entity;
- (g) provision of legal services to a client;
- (h) provision of corporate finance services to a client involving securities of the client;
- (i) performance of management functions for a client; and
- (j) gifts and hospitality provided by a client.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since April 29, 2019, the date of our last letter.

We are not aware of any relationships between the Town and our firm or any other matters that, in our professional judgment, may reasonably be thought to bear on our independence which have occurred from April 29, 2019 to June 23, 2020. We did, however, provide the following services to the Town:

- We assisted management in preparing consolidated financial statements for the Town including note disclosures and assisted management of the Town with accounting policy choices. This threat to independence was adequately safeguarded through the use of multiple levels of personnel and review in preparing our file and through ensuring that management approved the consolidated financial statements and all accounting policy choices.

Town of Blackfalds  
June 23, 2020  
Page 2

We hereby confirm that we are independent with respect to the Town within the meaning of the CPA Code of Professional Conduct of the Chartered Professional Accountants of Alberta as of June 23, 2020.

This report is intended solely for the use of the Town Council and should not be used for any other purposes.

If you have any questions regarding this letter, please do not hesitate to contact us.

Yours very truly,

**RSM ALBERTA LLP**

Grant Stange, CPA, CA  
Partner



## Appendix F

### Summary of adjustments

Date	Name	Account No	Debit	Credit
12/31/2019	Gen - Land Equity	4-00-10-800		-863,229.00
12/31/2019	TCA Capital Project Transfer	6-80-00-000	863,229.00	
	To adjust equity in TCA			
12/31/2019	GEN - Education Req. (Non Res Supplemental)	1-00-00-183	80,694.01	
12/31/2019	GEN - Education Req. (Annual-Residential)	1-00-00-185		-168,975.76
12/31/2019	Education Under/over Levy - Residential	3-12-00-414	88,281.75	
	To adjust for Education Requisition.			
12/31/2019	GEN - Deferred Revenue	4-00-00-299		-5,041,754.90
12/31/2019	STREETS - Federal Conditional Grant	5-32-00-832	5,041,754.90	
	To reverse recognition of 2020 portion of MSI funding not yet approved.			
12/31/2019	GEN - Deferred Revenue	4-00-00-299	2,919,568.00	
12/31/2019	STREETS - Federal Conditional Grant	5-32-00-832		-2,919,568.00
	To recognized MSI funding received in the current year.			

## Appendix G

### Summary of uncorrected misstatements

Description	Effect: Increase (Decrease)					
	Assets	Liabilities	Net Assets	Revenue	Expenses	Revenue over (under) expenses
<b>Unrecorded misstatement - factual</b>						
15 - To record deferred portion of the Central Alberta Tourism Alliance grant.	\$ -	\$ 31,688	\$ -	\$ -	\$ 31,688	\$ (31,688)
17 - To recognize 2018 unrecorded interest accrual.	-	-	17,967	(17,967)	-	(17,967)
20 - To record overstatement of 2019 contributed asset revenue due to missed 2018 contributions.	-	-	3,324,578	(3,324,578)	-	(3,324,578)
<b>Unrecorded misstatement - Projected</b>						
19 - To record estimated amortization of 2018 contributed assets.	\$ (66,000)	\$ -	\$ -	\$ -	\$ 66,000	\$ (66,000)
<b>Unrecorded misstatement - Judgmental</b>						
12 - To adjust WCB payable.	\$ -	\$ (49,451)	\$ -	\$ -	\$ (49,451)	\$ 49,451
Total uncorrected misstatements	\$ (66,000)	\$ (17,763)	\$ 3,342,545	\$ (3,342,545)	\$ 48,237	\$ (3,390,782)
Cumulative net assets misstatements			\$ (48,237)			

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# **TOWN OF BLACKFALDS**

## **Consolidated Financial Statements and Auditor's Report**

**December 31, 2019**

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## INDEPENDENT AUDITOR'S REPORT

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### To the Members of Council of Town of Blackfalds

#### *Opinion*

We have audited the accompanying consolidated financial statements of Town of Blackfalds, which comprises of the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the Town of Blackfalds as at December 31, 2019, the results of its operations, changes in its net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards

#### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### *Responsibilities of Management and Those Charged with Governance for the Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

# TOWN OF BLACKFALDS

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December 31, 2019

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# TOWN OF BLACKFALDS

## Consolidated Statement of Financial Position December 31, 2019

	2019	2018
<b>FINANCIAL ASSETS</b>		
Cash and temporary investments (note 2)	\$ 11,181,496	9,121,906
Short term investments (note 3)	16,274,333	18,135,216
Taxes and grants in place of taxes receivable (note 4)	546,917	791,844
Trade and other receivables	1,963,793	1,880,919
Long-term investments (note 5)	<u>238,455</u>	<u>227,900</u>
	<u>30,204,994</u>	<u>30,157,785</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	1,369,281	1,899,082
Employee benefit obligation (note 8)	351,519	417,283
Prepaid taxes	59,780	59,968
Deposit liabilities	739,163	992,510
Deferred revenue (note 9)	230,962	190,061
Long-term debt (note 10)	<u>7,337,802</u>	<u>8,392,794</u>
	<u>10,088,507</u>	<u>11,951,698</u>
Contingencies (note 11)		
<b>NET FINANCIAL ASSETS</b>	<u>20,116,487</u>	<u>18,206,087</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (page 6)	156,263,192	150,225,148
Prepaid expenses	217,003	5,306
Inventory for consumption	<u>271,052</u>	<u>225,656</u>
	<u>156,751,247</u>	<u>150,456,110</u>
<b>ACCUMULATED SURPLUS</b> (page 5 & note 15)	<u>\$176,867,734</u>	<u>168,662,197</u>

Approved by Council:

\_\_\_\_\_  
Mayor

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

See accompanying schedules and notes.



# TOWN OF BLACKFALDS

## Consolidated Statement of Operations and Accumulated Surplus Year Ended December 31, 2019

	Budget (unaudited)	2019	2018
<b>Revenue</b>			
Net municipal taxes (page 7)	\$ 11,270,934	11,221,508	10,774,006
User fees and sales of goods	8,825,320	8,286,064	8,265,347
Franchise fees	1,649,000	1,693,493	1,611,272
Rentals	694,000	1,347,458	1,099,140
Government transfers for operating (page 8)	861,500	943,297	871,030
Investment income	210,000	587,640	466,792
Licenses and permits	369,400	357,584	378,513
Development levies	-	247,958	351,295
Penalties and costs of taxes	172,200	189,945	196,298
Fines	145,000	99,100	108,022
	<u>24,197,354</u>	<u>24,974,047</u>	<u>24,121,715</u>
<b>Expenses (page 9)</b>			
Amortization	4,700,000	4,961,599	4,871,161
Recreation and parks	4,609,840	4,848,485	4,556,299
Administration	2,732,190	2,522,662	2,475,133
Protective services	2,291,335	2,346,632	2,099,736
Water supply and distribution	2,413,327	2,092,032	2,393,779
Wastewater treatment and disposal	1,946,044	1,915,463	1,691,684
Roads, streets, walks and lighting	1,900,915	1,843,918	1,710,864
Waste management	1,173,005	1,243,453	1,292,579
Planning and development	880,550	929,803	743,641
Family and community support	542,950	556,889	564,380
Culture	396,100	480,131	437,346
Legislative	360,450	371,323	290,505
	<u>23,946,706</u>	<u>24,112,390</u>	<u>23,127,107</u>
<b>Excess of revenue over expenses before the following</b>	<u>250,648</u>	<u>861,657</u>	<u>994,608</u>
<b>Other income</b>			
Contributed tangible capital assets	-	5,646,975	2,313,925
Government transfers for capital (page 8)	-	3,099,707	1,459,205
Gain on disposal of land	-	650,000	-
Loss on disposal of tangible capital assets	-	(2,052,802)	(47,434)
	<u>-</u>	<u>7,343,880</u>	<u>3,725,696</u>
<b>Excess of revenue over expenses</b>	<b>250,648</b>	<b>8,205,537</b>	<b>4,720,304</b>
<b>Accumulated surplus, beginning of year</b>	<u>168,662,197</u>	<u>168,662,197</u>	<u>163,941,893</u>
<b>Accumulated surplus, end of year</b>	<u>\$168,912,845</u>	<u>176,867,734</u>	<u>168,662,197</u>

See accompanying schedules and notes.

# TOWN OF BLACKFALDS

## Consolidated Statement of Changes in Net Financial Assets Year Ended December 31, 2019

	<b>Budget</b> (unaudited)	<b>2019</b>	<b>2018</b>
<b>Excess of revenue over expenses</b>	<b>\$ 250,648</b>	<b>\$ 8,205,537</b>	4,720,304
Acquisition of tangible capital assets	-	<b>(7,803,170)</b>	(2,856,323)
Contributed tangible capital assets	-	<b>(5,646,975)</b>	(2,313,925)
Amortization of tangible capital assets	<b>4,700,000</b>	<b>4,961,599</b>	4,871,161
Loss on disposal of tangible capital assets	-	<b>2,052,802</b>	47,434
Proceeds on disposal of tangible capital assets	-	<b>397,700</b>	4,890
Change in prepaid expenses	-	<b>(211,697)</b>	5,358
Change in inventory for consumption	<u>-</u>	<u><b>(45,396)</b></u>	<u>(4,871)</u>
<b>Increase in net financial assets</b>	<b>4,950,648</b>	<b>1,910,400</b>	4,474,028
<b>Net financial assets, beginning of year</b>	<u><b>18,206,087</b></u>	<u><b>18,206,087</b></u>	<u>13,732,059</u>
<b>Net financial assets, end of year</b>	<u><b>\$ 23,156,735</b></u>	<u><b>\$ 20,116,487</b></u>	<u>18,206,087</u>

See accompanying schedules and notes.

**TOWN OF BLACKFALDS**  
**Consolidated Statement of Cash Flows**  
**Year Ended December 31, 2019**

	2019	2018
<b>CASH PROVIDED BY (USED FOR)</b>		
<b>Operating activities</b>		
Cash receipts from rate payers, services and agencies	\$ 24,554,874	25,482,642
Cash paid to suppliers, employees and agencies	(19,770,384)	(17,810,350)
Interest received	577,095	469,574
Interest paid	<u>(298,751)</u>	<u>(334,228)</u>
	<u>5,062,834</u>	<u>7,807,638</u>
<b>Capital activities</b>		
Purchase of tangible capital assets	(7,990,831)	(3,155,825)
Government transfers for capital	3,144,551	1,459,205
Proceeds on sale of tangible capital assets	397,700	4,891
Proceeds on sale of Land	<u>650,000</u>	<u>-</u>
	<u>(3,798,580)</u>	<u>(1,691,729)</u>
<b>Investing activities</b>		
Dividends reinvested on long-term investments	(10,555)	(9,776)
Redemption of short term investments	18,135,216	21,299,055
Acquisition of short term investments	<u>(16,274,333)</u>	<u>(18,135,216)</u>
	<u>1,850,328</u>	<u>3,154,063</u>
<b>Financing activities</b>		
Proceeds from long-term debt	675,782	-
Repayment of long-term debt	<u>(1,730,774)</u>	<u>(1,703,835)</u>
	<u>(1,054,992)</u>	<u>(1,703,835)</u>
<b>Increase in cash</b>	<b>2,059,590</b>	<b>7,566,137</b>
<b>Cash, beginning of year</b>	<u><b>9,121,906</b></u>	<u><b>1,555,769</b></u>
<b>Cash, end of year</b>	<b>\$ <u>11,181,496</u></b>	<u><b>9,121,906</b></u>

Included in accounts payable and accrued liabilities is \$Nil (2018- \$187,661) relating to the purchase of tangible capital assets.

See accompanying schedules and notes.

# TOWN OF BLACKFALDS

## Consolidated Schedule of Changes in Accumulated Surplus Year Ended December 31, 2019

	Unrestricted	Restricted	Equity in Tangible Capital Assets	2019	2018
<b>Balance, beginning of year</b>	\$ 3,307,867	23,709,637	141,644,693	168,662,197	163,941,893
Excess of revenue over expenses	8,205,537	-	-	8,205,537	4,720,304
Unrestricted funds designated for future use	(5,899,038)	5,899,038	-	-	-
Transfers to reserves	(3,407,695)	3,407,695	-	-	-
Reserves used for tangible capital assets	-	(7,990,831)	7,990,831	-	-
Contributed tangible capital assets	(5,646,975)	-	5,646,975	-	-
New debt for tangible capital assets	675,782	-	(675,782)	-	-
Disposal/writedown of tangible capital assets	2,450,502	-	(2,450,502)	-	-
Annual amortization expense	4,961,599	-	(4,961,599)	-	-
Long-term debt repaid	(1,730,774)	-	1,730,774	-	-
<b>Balance, end of year</b>	<u>\$ 2,916,805</u>	<u>25,025,539</u>	<u>148,925,390</u>	<u>176,867,734</u>	<u>168,662,197</u>

**TOWN OF BLACKFALDS**  
**Consolidated Schedule of Tangible Capital Assets**  
**Year Ended December 31, 2019**

	Land and Leasehold Improvements	Buildings	Engineered Structures	Machinery and Equipment	Vehicles	2019	2018
<b>Cost</b>							
Beginning balance	\$ 11,720,203	49,283,863	132,590,555	8,734,320	2,918,842	205,247,783	200,188,779
Additions	938,283	5,041,755	9,641,929	396,989	-	16,018,956	4,149,407
Construction in progress - prior year	(512,172)	(99,947)	(5,614,044)	-	-	(6,226,163)	(5,205,321)
Construction in progress - current year	1,553,631	-	2,103,721	-	-	3,657,352	6,226,163
Disposals/ writedown	-	(3,048,104)	-	(296,125)	-	(3,344,229)	(111,245)
Ending balance	<u>13,699,945</u>	<u>51,177,567</u>	<u>138,722,161</u>	<u>8,835,184</u>	<u>2,918,842</u>	<u>215,353,699</u>	<u>205,247,783</u>
<b>Accumulated amortization</b>							
Beginning balance	2,092,680	8,334,063	38,917,132	4,333,338	1,345,422	55,022,635	50,210,395
Amortization	281,054	927,409	3,083,477	497,649	172,010	4,961,599	4,871,161
Disposals/ writedown	-	(742,429)	-	(151,298)	-	(893,727)	(58,921)
Ending balance	<u>2,373,734</u>	<u>8,519,043</u>	<u>42,000,609</u>	<u>4,679,689</u>	<u>1,517,432</u>	<u>59,090,507</u>	<u>55,022,635</u>
<b>Net book value</b>	<u>11,326,211</u>	<u>42,658,524</u>	<u>96,721,552</u>	<u>4,155,495</u>	<u>1,401,410</u>	<u>156,263,192</u>	<u>150,225,148</u>
2018 Net book value	\$ <u>9,627,523</u>	<u>40,949,800</u>	<u>93,673,423</u>	<u>4,400,982</u>	<u>1,573,420</u>	-	<u>150,225,148</u>

Included in buildings is an asset under capital lease with original cost of \$3,814,424 and accumulated amortization of \$826,165 (2018-\$762,591) for net book value of \$2,988,259 (2018 -\$3,051,833 ).

Included in land are various municipal reserves, environmental reserves, public utility lots, parks, land under roadways, road right-of-ways and general land for which historical costs were not available and were therefore valued at the nominal amount of \$1.

**TOWN OF BLACKFALDS**  
**Schedule of Property and Other Taxes**  
**Year Ended December 31, 2019**

	<b>Budget</b> (unaudited)	<b>2019</b>	<b>2018</b>
<b>Taxation</b>			
Real property taxes	\$ 12,808,118	12,886,888	12,476,106
Non-residential and linear property taxes	<u>2,037,619</u>	<u>2,074,356</u>	<u>1,886,632</u>
	<u>14,845,737</u>	<u>14,961,244</u>	<u>14,362,738</u>
<b>Requisitions</b>			
Alberta School Foundation Fund	3,492,700	3,657,663	3,504,877
Lacombe Foundation	<u>82,103</u>	<u>82,073</u>	<u>83,855</u>
	<u>3,574,803</u>	<u>3,739,736</u>	<u>3,588,732</u>
<b>Net municipal taxes</b>	\$ <u>11,270,934</u>	<u>11,221,508</u>	<u>10,774,006</u>

# TOWN OF BLACKFALDS

## Consolidated Schedule of Government Transfers

Year Ended December 31, 2019

	Budget (unaudited)	2019	2018
<b>Transfers by Government:</b>			
<b>Transfers for Operating</b>			
Federal government	\$ 13,000	-	6,646
Provincial Government	621,900	675,218	625,549
Other local governments	<u>226,600</u>	<u>268,079</u>	<u>238,835</u>
	<u>861,500</u>	<u>943,297</u>	<u>871,030</u>
<b>Transfers for Capital</b>			
Provincial government	201,500	3,049,707	1,459,205
Other local governments	<u>-</u>	<u>50,000</u>	<u>-</u>
	<u>201,500</u>	<u>3,099,707</u>	<u>1,459,205</u>
	<u>\$ 1,063,000</u>	<u>4,043,004</u>	<u>2,330,235</u>
<b>Transfers by Department:</b>			
<b>Transfers for Operating</b>			
Protective services	\$ 314,500	319,400	317,728
Family and community support	239,000	268,134	271,267
Recreation and parks	232,050	229,709	207,081
Administration	<u>64,500</u>	<u>126,054</u>	<u>74,954</u>
	<u>850,050</u>	<u>943,297</u>	<u>871,030</u>
<b>Transfers for Capital</b>			
Roads, streets, walks and lighting	-	2,919,568	-
Recreation and parks	-	149,528	1,459,205
Administration	<u>-</u>	<u>30,611</u>	<u>-</u>
	<u>-</u>	<u>3,099,707</u>	<u>1,459,205</u>
	<u>\$ 850,050</u>	<u>4,043,004</u>	<u>2,330,235</u>

# TOWN OF BLACKFALDS

## Consolidated Schedule of Expense by Object Year Ended December 31, 2019

	<b>Budget</b> (unaudited)	<b>2019</b>	<b>2018</b>
Salaries, wages and benefits	\$ 9,235,400	9,246,239	8,652,142
Amortization on tangible capital assets	4,700,000	4,961,599	4,871,161
Contracted and general services	4,214,779	4,189,503	3,791,586
Transfers to local boards and agencies	3,170,030	3,018,529	2,925,963
Materials, goods, supplies and utilities	2,325,997	2,397,615	2,552,027
Interest on long-term debt	254,500	254,870	297,478
Interest and bank charges	<u>46,000</u>	<u>44,035</u>	<u>36,750</u>
	<b><u>\$ 23,946,706</u></b>	<b><u>24,112,390</u></b>	<b><u>23,127,107</u></b>



# **TOWN OF BLACKFALDS**

## **Consolidated Notes to the Financial Statements**

**December 31, 2019**

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### **1. Significant Accounting Policies**

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The consolidated financial statements of the Town of Blackfalds are the representations of management prepared in accordance with Public Sector Accounting Standards established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted are as follows:

#### **Reporting entity**

The consolidated financial statements reflect the assets, liabilities, revenues, expenses and changes in accumulated surplus and net financial assets of the reporting entity and all organizations that are accountable for the administration of their financial affairs and resources to the Council and are owned or controlled by the town. Included are the following:

Town of Blackfalds Family and Community Support Services  
Blackfalds Public Library

The schedule of taxes levied also includes requisitions for education, health, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

#### **Basis of accounting**

The consolidated financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed or the tangible capital asset is acquired.

**TOWN OF BLACKFALDS**  
**Consolidated Notes to the Financial Statements**  
**December 31, 2019**

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**1. Significant Accounting Policies (continued)**

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**Measurement uncertainty**

The preparation of financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Significant areas requiring the use of estimates include: allowance for doubtful accounts, inventory obsolescence, inventory valuation, estimated useful lives of tangible capital assets, and employee future benefits. Actual results may differ from management's best estimates as additional information becomes available in the future.

**Cash and short-term investments**

Cash includes balances with banks and redeemable temporary investments that mature within three months.

Short -term investments are recorded at cost and include non-redeemable deposits with maturities of one year or less.

**Investments**

Investments are recorded at amortized cost. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

**Requisition over-levy and under-levy**

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and the property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

# **TOWN OF BLACKFALDS**

## **Consolidated Notes to the Financial Statements**

**December 31, 2019**

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### **1. Significant Accounting Policies (continued)**

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#### **Property Tax Revenue**

Property tax revenue is based on market value assessments determined in accordance with the Alberta Municipal Government Act ("MGA"). Tax mill rates are established annually. Taxation revenues are recorded at the time tax billings are issued. Assessments are subject to appeal. Losses on assessment appeals are recorded as adjustments to tax revenues and receivables when a written decision is received from the authorized board. Requisitions operate as a flow through and are excluded from municipal revenue.

#### **Government transfers**

Government transfers are the transfer of assets from other governments that are not the result of exchange transactions, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfers occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

#### **Leases**

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefit and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

#### **Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenue over expenses, provides the consolidated changes in net financial assets for the year. Non-financial assets consist of the following:

##### **i. Prepaid Expenses**

Expenses paid in advance where services have not been preformed or materials have not been received.

##### **ii. Inventory for consumption**

Inventories of material and supplies for consumption are valued at the lower of cost or replacement cost with cost determined by the first in, first out cost method.

# TOWN OF BLACKFALDS

## Consolidated Notes to the Financial Statements December 31, 2019

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### 1. Significant Accounting Policies (continued)

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#### iii. Cultural and historical tangible capital assets

Cultural and historical assets are not recorded in these financial statements.

#### iv. Tangible capital assets

Tangible capital assets have a useful life extending beyond one year and are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the assets. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over the estimated useful life as follows:

Land and leasehold improvements	15 to 70 years (Straight-line)
Buildings	15 to 70 years (Straight-line)
Engineered structures:	
Roadway system	15 to 60 years (Straight-line)
Water distribution system	40 to 60 years (Straight-line)
Wastewater treatment system	40 to 60 years (Straight-line)
Storm system	40 to 60 years (Straight-line)
Machinery and Equipment	5 to 40 years (Straight-line)
Vehicles	5 to 20 years (Straight-line)

Amortization begins in the year following acquisition. Assets under construction are not amortized until the asset is available for use.

#### Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also recorded as revenue.

**TOWN OF BLACKFALDS**  
**Consolidated Notes to the Financial Statements**  
**December 31, 2019**

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**2. Cash and temporary investments**

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The Town has an approved operating line of credit of \$300,000. This line of credit is issued on the credit and security of the Town at large and bears an interest rate of prime (currently 2.45%) less 0.25% if utilized. The line of credit was not being utilized at year end.

Included in cash are restricted amounts of \$230,962 (2018 - \$190,061). Restricted cash is subject to the restrictions as described in note 9.

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**3. Short term investments**

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Short term investments consist of guaranteed investment certificates (GIC) that mature between January and April of 2020 and earn interest between 1.95% and 2.10%. The investments were invested at maturity.

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<b>4. Taxes and Grants in place of taxes receivable</b>	<b>2019</b>	<b>2018</b>
Current taxes and grants in place of taxes	\$ 530,657	786,836
Arrears	<u>16,260</u>	<u>5,008</u>
	<u>\$ 546,917</u>	<u>791,844</u>

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**5. Long term investments**

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The balance consists of preferred shares in Servus Credit Union earning a return of approximately 4.6% (2018 - 4.5%).

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**6. Contingent Asset**

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The Town is eligible to receive a Federal Gas Tax Fund grant of \$546,908 for 2018 and \$1,144,131 for 2019. Receipt of the funds are contingent on the Government of Alberta approving the transfer of funds. The 2018 Federal Gas Tax Fund was received in March 2020. The 2019 funding will be applied for in 2020.

**TOWN OF BLACKFALDS**  
**Consolidated Notes to the Financial Statements**  
**December 31, 2019**

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**7. Contractual Assets**

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The Town has contractual rights to franchise fees from ATCO Gas and Fortis Alberta for 35% and 20% respectively of the gross usage charges for gas and electricity respectively each year.

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**8. Employee Benefit Obligation**

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The obligation is comprised of the vacation, overtime, and sick time that employees have earned or are entitled to within the next budgetary year.

Vacation and overtime are governed by various employment agreements and Alberta Labour Standards. Overtime can be banked or paid out. Certain employees are allowed to bank up to 40 hours of overtime a year.

Sick time is accrued at a rate of 1 days a month to a maximum of 480 hours. The accrual is reduced when sick time is taken by the employee. Employees are only allowed to accrue up to 12 days per year to use as sick time and the accrual does not vest with the employee.

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<b>9. Deferred Revenue</b>	<b>2019</b>	<b>2018</b>
Prepaid facility revenue	\$ 74,221	54,677
FCSS Donations	58,541	58,924
Prepaid animal licences	56,175	-
Lacombe regional emergency management plan	42,025	27,464
Prepaid education levy	-	48,996
	<u>\$ 230,962</u>	<u>190,061</u>

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Prepaid facility revenue includes passes that have been provided to the public and prepaid minor hockey ice rental, as well as facility advertising to be recognized when the pass or ice is used. Facility advertising is recognized on a monthly basis.

FCSS donations include money raised through fundraising events that will be recognized once utilized for the programs.

Prepaid animal licenses include 2020 license fees collected in advance of the 2020 license year.

Lacombe regional emergency management plan includes amounts collected from communities where the amounts have not yet been utilized for the plan.

Prepaid education levy consisted of education levy over collections applied to the current year education levies.

# TOWN OF BLACKFALDS

## Consolidated Notes to the Financial Statements

December 31, 2019

10. Long-Term Debt	2019	2018
Alberta Capital Financing Authority debt bearing interest at rates ranging from 2.09% to 6.25% per year and maturing in periods from 2019 - 2025.	\$ 6,989,700	\$ 7,514,861
Capital lease repayable to Sunreal Blackfalds Ltd. bearing interest at 8.08% per year and matures in 2020.	348,102	669,266
Servus Credit Union repaid.	-	208,667
	<u>\$ 7,337,802</u>	<u>\$ 8,392,794</u>

Estimated principal and interest repayments for the next five years are as follows:

	Principal	Interest	Total
2020	\$ 1,608,997	\$ 223,047	\$ 1,832,044
2021	1,300,339	169,176	1,469,515
2022	1,327,715	118,861	1,446,576
2023	1,036,104	78,245	1,114,349
2024	1,018,708	59,415	1,078,123
Subsequent	<u>1,045,939</u>	<u>135,130</u>	<u>1,181,069</u>
	<u>\$ 7,337,802</u>	<u>\$ 783,874</u>	<u>\$ 8,121,676</u>

## 11. Contingencies

The Town of Blackfalds is a member of the Genesis Reciprocal Insurance Exchange and MUNIX. Under the terms of membership, the Town of Blackfalds could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

The Town of Blackfalds is a member of the North Red Deer Water Services Commission. Under the terms of membership, the Town is liable for its proportionate share of any losses incurred by the commission. Any liability would be accounted for in the year the losses are determined.

# TOWN OF BLACKFALDS

## Consolidated Notes to the Financial Statements

December 31, 2019

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12. Debt Limits	2019	2018
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Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/00 for the municipality as follows:

Total debt limit	\$ 37,393,806	36,242,423
Total debt	<u>(7,337,802)</u>	<u>(8,392,794)</u>
Amount of debt limit unused	<u>30,056,004</u>	<u>27,849,629</u>
Service limit of debt	\$ 6,232,301	6,040,404
Service on debt	<u>(1,832,044)</u>	<u>(1,987,962)</u>
Amount of debt servicing limit unused	<u>\$ 4,400,257</u>	<u>4,052,442</u>

The debt limit is calculated at 1.5 times the revenue of the municipality (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities that could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the municipality. Rather, the financial statements must be interpreted as a whole.



**TOWN OF BLACKFALDS**  
**Consolidated Notes to the Financial Statements**  
**December 31, 2019**

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**13. Commitments**

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The Town of Blackfalds had an agreement for recycling and waste management. Starting January 2020, the rates are fixed at \$11.30 per household per month, and \$59 per commercial bin per month. These rates increase annually by the Consumer Price Index as stated by Statistics Canada. The 2019 contract cost the Town \$672,647 (2018- \$664,455).

The Town of Blackfalds has an agreement with the North Red Deer Regional Wastewater Services commission at a fixed rate of \$1.87 per cubic meter per month and variable charges for overstrength charges and minimum allocation. The 2019 contract cost the town \$1,400,194 (2018- \$1,019,276).

The Town of Blackfalds has an agreement with the City of Red Deer for transit services expiring December 2032. The commitment is annual operating costs adjusted for inflation annually of \$348,918. Under the terms of this agreement the Town is committed to a minimum of 365 days notice prior to termination of the agreement.

The Town has agreements to obtain electricity and natural gas services at variable rates. The total commitments are based on usage and therefore are not determinable.

The Town has entered into an agreement for the Blackfalds Linear Wetland Trunk and Outlet Phase 1, for storm water management, for a total contract price of \$5,084,344 to be incurred in 2020.

Subsequent to the year end, the Town entered into an agreement to undertake the expansion of the Multiplex Arena. The contract has a guaranteed maximum price of \$24,600,000 and construction is expected to start in 2020.

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**14. Equity in Tangible Capital Assets**

**2019**

**2018**

---

Tangible capital assets (page 6)	<b>\$ 215,353,699</b>	205,247,783
Accumulated amortization (page 6)	<b>(59,090,507)</b>	(55,022,635)
Long-term debt (note 10)	<b>(7,337,802)</b>	(8,392,794)
Capital payables	<b>-</b>	(187,661)
	<b><u>\$ 148,925,390</u></b>	<u>141,644,693</u>

# TOWN OF BLACKFALDS

## Consolidated Notes to the Financial Statements December 31, 2019

<b>15. Accumulated Surplus</b>	<b>2019</b>	<b>2018</b>
<b>Unrestricted surplus</b>	<b>\$ <u>2,916,805</u></b>	<b><u>3,307,867</u></b>
<b>Restricted surplus</b>		
<b>Operating:</b>		
General	<b>3,250,196</b>	<b>3,235,545</b>
Library	<b><u>247,683</u></b>	<b><u>235,129</u></b>
	<b><u>3,497,879</u></b>	<b><u>3,470,674</u></b>
<b>Capital:</b>		
General	<b>14,880,472</b>	<b>14,905,930</b>
Water	<b>6,524,602</b>	<b>5,333,033</b>
Roads	<b><u>122,586</u></b>	<b><u>-</u></b>
	<b><u>21,527,660</u></b>	<b><u>20,238,963</u></b>
<b>Total reserves</b>	<b><u>25,025,539</u></b>	<b><u>23,709,637</u></b>
<b>Equity in tangible capital assets (note 14)</b>	<b><u>148,925,390</u></b>	<b><u>141,644,693</u></b>
	<b><u>\$176,867,734</u></b>	<b><u>168,662,197</u></b>

# TOWN OF BLACKFALDS

## Consolidated Notes to the Financial Statements

December 31, 2019

16. Salary and Benefits Disclosure	2019	2018
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Disclosure of salaries and benefits for municipal officials, the chief administrative officer and designated officers as required by Alberta Regulation 313/2000 is as follows:

	Salary	Benefits	Total	Total
<b>Councillors</b>				
Mayor Poole	\$ 42,971	7,920	\$ 50,891	47,946
Councillor Appel	23,507	6,000	29,507	29,280
Councillor Hoover	23,507	5,760	29,267	28,777
Councillor Taylor	23,507	5,520	29,027	27,965
Councillor Stendie	23,507	5,280	28,787	27,702
Councillor Olfert	23,507	5,160	28,667	26,717
Councillor Svab	23,507	3,960	27,467	25,196
			223,613	213,583
Chief Administrative Officer	209,857	29,533	239,390	228,085
			\$ 463,003	441,668

Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honorarium and any other direct cash remuneration.

Benefits include the employer's share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long and short-term disability plans, professional memberships and tuition.

# **TOWN OF BLACKFALDS**

## **Consolidated Notes to the Financial Statements**

**December 31, 2019**

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### **17. Local Authorities Pension Plan**

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Employees of the Town participate in the Local Authorities Pension Plan (LAPP), which is one of the plans covered by the Alberta Public Sector Pension Plans Act. The LAPP serves about 266,000 people and 421 employers. The LAPP is financed by employer and employee contributions and by investment earnings in the LAPP fund.

Contributions for current service are recorded as expenses in the year in which they become due.

The Town is required to make current service contributions to the LAPP of 9.39% of pensionable earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and 13.84% on pensionable earnings above that amount. Employees of the municipality are required to make current service contributions of 8.39% of pensionable salary up to the year's maximum pensionable salary and 12.84% on pensionable salary above this amount.

Total current service contributions by the municipality to the LAPP in 2019 were \$581,490 (2018 - \$582,525). Total current service contributions by employees of the Town of Blackfalds to the LAPP in 2019 were \$528,241 (2018 - \$532,619).

As at December 2018 the LAPP disclosed an actuarial surplus of \$3.469 billion (2017- \$4.835 billion surplus). The 2019 amount is not currently available.

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### **18. Subsequent Event**

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On March 11, 2020, the World Health Organization assessed the coronavirus outbreak (COVID-19) as a pandemic. In Canada, the Government of Alberta declared a provincial state of public health emergency as per the Province of Alberta's Public Health Act on March 17, 2020 with respect to COVID-19. As of the date of these financial statements, the extent to which COVID-19 impacts the Town's operations will depend on future developments, which are highly uncertain and cannot be predicted. The facilities the Town operates have been closed to the public since March 16 and all programs were canceled. As of May 25 all the Town facilities opened to the public including the Civic Centre, Operations Centre, Fire Hall, and Community Centre under compliance of the current health authorities regulations. The Abbey Centre is set to reopen on June 19 in parts as regulations are updated. The pandemic is ongoing and an increase in active infections may require the Town to reinstate closures or take other actions to further contain the virus.

# **TOWN OF BLACKFALDS**

## **Consolidated Notes to the Financial Statements**

**December 31, 2019**

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### **19. Financial Instruments**

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The Town of Blackfalds' financial instruments consist of cash and temporary investments, short-term investments, taxes and grants in place of taxes receivable, trade and other receivables, long-term investments, accounts payable and accrued liabilities, employee benefit obligation, deposit liabilities, and long-term debt. It is management's opinion that the Town of Blackfalds is not exposed to significant interest rate, currency, market, liquidity, or credit risks arising from these financial instruments except as follows:

#### **Interest rate risk**

The Town of Blackfalds is exposed to interest rate price risk as the cash, temporary investments, short-term investments and certain long-term debt bears interest at fixed interest rates.

#### **Credit risk**

The Town of Blackfalds is exposed to credit risk with respect to taxes receivable and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Town provides services may experience financial difficulty and be unable to fulfil their obligations. The large number and diversity of taxpayers and certain rights granted to the Town under the Municipal Government Act minimizes the credit risk.

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### **20. Comparative Amounts**

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The presentation of certain amounts of the previous year has been changed to conform with the presentation adopted for the current year.

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### **21. Approval of the Financial Statements**

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Council and Management have approved these financial statements.

**TOWN OF BLACKFALDS**  
**Supplementary Financial Information**  
**Year Ended December 31, 2019**

**Reconciliation of 2019 Budget to Operating Results**

Effective January 1, 2009 the Town adopted the changes required under the Public Sector Accounting Board (PSAB) Handbook, including Section 1200, "Financial Statement Presentation". Under these requirements, the Town is required to use a full accrual reporting model for preparation of its consolidated financial statements. However, the town continues to use a cash requirement basis in determining its annual budget. The reconciliation below is for information purposes only to provide users with supplementary comparative information. It should not be used as a replacement for the consolidated financial statements provided and users should note that this information may not be appropriate for their purposes.

	<b>Budget</b> (unaudited)	<b>2019</b>	<b>2018</b>
<b>Excess of revenue over expenses per financial statements</b>	<b>\$ 250,648</b>	<b>8,205,537</b>	<b>4,720,304</b>
<b>Capital expenditures:</b>			
Add: amortization expense	<b>4,700,000</b>	<b>4,961,599</b>	4,871,161
Deduct: tangible capital assets acquired	<b>(5,798,000)</b>	<b>(7,990,831)</b>	(3,155,825)
Add: write down of tangible capital assets	-	<b>2,450,502</b>	52,324
Deduct: contributed capital assets	<u>-</u>	<u><b>(5,646,975)</b></u>	<u>(2,313,925)</u>
Excess (deficiency) of operating and capital revenues over expenditures	<b>(847,352)</b>	<b>1,979,832</b>	4,174,039
<b>Capital financing:</b>			
Add: proceeds on capital debt	-	<b>675,782</b>	-
Less: repayment of capital debt	<u><b>(1,352,995)</b></u>	<u><b>(1,730,774)</b></u>	<u>(1,703,835)</u>
Net surplus (deficiency) before the following	<b>(2,200,347)</b>	<b>924,840</b>	2,470,204
<b>Other:</b>			
Deduct: transfer from (to) operating reserves	<b>19,000</b>	<b>(27,204)</b>	(54,518)
Deduct: transfer from (to) capital reserves	<u><b>2,405,719</b></u>	<u><b>(1,288,698)</b></u>	<u>33,397</u>
<b>Increase (decrease) in unrestricted surplus</b>	<b>\$ <u>224,372</u></b>	<b><u>(391,062)</u></b>	<b><u>2,449,083</u></b>



**TOWN OF BLACKFALDS  
COUNCIL MEETING  
REQUEST FOR DECISION**

**MEETING DATE:** June 23, 2020

**ORIGINATED BY:** Preston Weran, Director of Infrastructure and Property Services

**SUBJECT:** Bylaw 1212/17 Proposed Utility Bylaw Update - Second Reading

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**BACKGROUND:**

The current Water and Sewer Bylaw 1150/13 had been updated last year under the Draft Bylaw 1212/17. The revisions, at the time, include updating to the new Bylaw format, stronger language to minimize infiltration and inflow into our wastewater system, added restricted materials section and general improvements to the verbiage. This Draft Bylaw was vetted through the Council' Standing Committee on August 20, 2018, at which time the following motion was made:

**SCC. 30/18**

*Councillor Stendie moved that Standing Committee recommend Bylaw 1212/17, being the Utility Bylaw to Council for consideration of First Reading.*

**CARRIED UNANIMOUSLY**

This Bylaw was then given first reading by Council on August 28<sup>th</sup>, 2018 and the following motion was made:

**RES. 238/18**

*Councillor Taylor moved that Council give First Reading to Bylaw 1212/17, being the Utility Bylaw for the Town of Blackfalds.*

**CARRIED UNANIMOUSLY**

With numerous formatting and reorganization of the part and sections, the Bylaw was again brought forward to the June 15, 2020 Standing Committee for additional review of this bylaw prior to the document coming forward to Council for further readings. At this meeting the following motion was made:

**SCC. 032/20**

Mayor Poole moved that Standing Committee of Council recommend that Bylaw 1212/17, being the Utility Bylaw, as amended, be brought forward to Council for Second reading.

**CARRIED UNANIMOUSLY**

**DISCUSSION:**

Administration had been reviewing this Bylaw internally and has worked with the North Red Deer Regional Wastewater Services Commission to finalize the details related to over-strength and toxic material limits and responsibilities for testing and controlling our wastewater under this agreement. With the regional agreements now in place, Administration is now able to have the bylaw come before Council for consideration of second reading.



**TOWN OF BLACKFALDS  
COUNCIL MEETING  
REQUEST FOR DECISION**

It should be noted that this Bylaw was recently was updated from the previous first reading version to include legal verbiage and several section revisions/reorganizations. We also inadvertently missed the Dental Amalgam separator requirement, contamination control sections and minor revisions to Schedule D under Wastewater.

The new Utility Bylaw, as noted in the first reading of the Bylaw, will require private landowners, that were previously on private services, to connect to our utility infrastructure within the roadway within a year's time of the roadway services being made available. Previously, the Town was only able to require the private landowners to connect once a major redevelopment occurred. This Bylaw helps protect the environment as it relates to our water and sewer systems and also limits our liability to the commission regarding the City of Red Deer's Bylaws on restricted materials into the wastewater system.

The bylaw is before you for second reading tonight with the grammatical and section reference edits above as per attached, with no changes undertaken to any part of the schedules. If the second reading is passed tonight, the bylaw will have a final legal review before it comes back to Council for third and final reading at a later date.

**FINANCIAL IMPLICATIONS:**

None, but this Bylaw will further reduce the Town's liability in regard to restricted materials and place a larger onus onto our private landowners to maintain strict limits to the type of wastewater entering the Town's Sewer Systems.

**ADMINISTRATIVE RECOMMENDATION:**

1. That Council give Second Reading to Bylaw 1212.17 being the Utility Bylaw.

**ALTERNATIVES:**

- A) That Council does not move forward with the Second Reading of Bylaw 1212.17.
- B) That Council refer this Bylaw back to Administration.

Attachments:

- *Bylaw 1212/17 marked up version with new markups*
- *Bylaw 1212/17 clean version without markups*

**Approvals:**

  
\_\_\_\_\_  
CAO Myron Thompson

  
\_\_\_\_\_  
Department Director/Author





BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA  
TO REGULATE THE SUPPLY AND USE DISTRIBUTION OF WATER, ~~AND TO~~  
REGULATE THE WASTEWATER, AND STORM-WATER UTILITIES FOR THE TOWN OF  
BLACKFALDS COLLECTION SYSTEM

Being a Bylaw of the Town of Blackfalds to provide for the supply of water, ~~and~~ wastewater  
and stormwater services to the owners and customers of the Town of Blackfalds:

**WHEREAS** Part 2 Division 1 Section 7(g) of the Municipal Government Act, RSA 2000,  
Chapter M-26 provides a Municipal Council with the authority to pass Bylaws respecting  
public utilities;

**NOW THEREFORE** the Municipal Council of the Town of Blackfalds, in the Province of  
Alberta, duly assembled, enacts as follows:

**PART 1 – TITLE AND PREAMBLE**

1. This Bylaw may be referred to as the "Utility~~Water and Wastewater~~ Bylaw".
2. The preamble and Schedules attached to this Bylaw form part of this Bylaw.
  - a. In this Bylaw, the reference to the male gender shall include the female, and the reference to the singular shall include the plural, and vice versa.
  - b. Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

**PART 2 – DEFINITIONS**

3. In this Bylaw:
  - a. "Backflow" means the reversal of flow of any water, wastewater, or any other liquid, chemical, or substance, back into, or towards, the Town Water System, Wastewater System or Stormwater System.
  - b. "Backflow Valve" means a device to prevent flow reversal into a drinking water system, stormwater, or wastewater system.
  - c. "Chief Administrative Officer" means the Chief Administrative Officer (CAO) as appointed by the Town of Blackfalds Council.
  - d. "Commercial" includes residential buildings consisting of three or more units, as well as all outlets used for the purpose of business.
  - e. "Council" means the Municipal Council of the Town of Blackfalds.
  - f. "Cross Connection" means an existing connection or a potential connection between any part of a drinking water system, wastewater, stormwater and any other environment containing other substances in a manner, which, under any circumstances, would allow such substance to enter the drinking water system.
  - g. "Cross Connection Control Device" means a device or method that prevents Backflow.
  - h. "Customer" means any person who is the Owner or Occupant of any property connected to, or provided with, utility services under this Bylaw.

- ~~i. "Dental Amalgam" means a dental filling materials consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.~~
- ~~j. "Dental Amalgam Separator" means any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation wastewater.~~
- ~~i. "Dental Amalgam" means a dental filling materials consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.~~
- ~~j. "Dental Amalgam Separator" means any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation wastewater.~~
- k. "Deleterious" means:
  - i. Any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or unsuitable for the purposes intended;
  - ii. Any water that contains a substance in such quantity or concentration, or that has been so treated, processed or changed, by heat or other means, from a natural state that it would, if added to any other water, degrade or alter or form part of a process of degradation or alteration of the quality of the water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or unsuitable for the purposes intended.
- l. "Director" means Director of Infrastructure and Property Services for the Town of Blackfalds.
- m. "Grab Sample" means a single sample or measurement of wastewater, stormwater, drinking water or effluent which is collected at a specific time.
- n. "Inspector" means a person or employee authorized by the Town to enforce the provisions of this Bylaw includes designated employees, Bylaw Officers, Community Peace Officers, and Police Officers.
- o. "Low Flow Plumbing Fixtures" means toilets with a usage not exceeding 6.0 litres per flush; single flush urinals with a usage not exceeding 3.8 litres per flush; shower head fixtures with a flow rate not exceeding 9.5 litres per minute; and lavatory basin faucets and kitchen sink faucets with a flow rate not exceeding 8.3 litres per minute.
- p. "Minimum Rate" means the rate established in Schedule B of this Bylaw for the supply of water and wastewater services.
- q. "Monitoring Access Point" means an access point, such as a chamber, in a private sewer connection to allow for observation, sampling and flow measurement of the wastewater, drinking water or stormwater therein.
- r. "Occupant or Tenant" means the person that leases or occupies a property to which a Utility Service is provided.
- s. "Owner" means:
  - i. any person who is registered under the Land Titles Act as the Owner of the land;

- ii. any person recorded as the Owner on the assessment roll of the Town; and
- iii. any person who has become the beneficial Owner of the property, by entering into a purchase and sale agreement, whether they have purchased, or otherwise acquired the property, directly from the Owner or from another purchaser, and who has not yet become the registered Owner of the property.
- t. "Person" means an individual, and the heirs, executors, administrators or other legal representative of an individual; and a corporation, partnership, or other legal entity.
- u. "Remote Reading Device" means a device which is connected to a water meter by the Town and provides a duplicate reading of the water consumed, which may be monitored from the exterior of a building.
- v. "Sampling Port" means a valve, tap or similar device on equipment, a drain pipe or at another suitable location, to allow for sampling, consistent with technical guidelines that the Town may establish from time to time.
- w. "Spill" means a direct or indirect discharge into the wastewater or storm water sewer or the natural environment which is abnormal in quantity or quality in light of all circumstances of the discharge.
- x. "Stormwater" means the water running off the surface of a drainage area during or immediately after a period of rain or snow melt.
- y. "Stormwater Discharge System" means a sewer for the collection and transmission of uncontaminated water, stormwater, and drainage from land or from a watercourse, or stormwater pond, or any combination thereof but excluding wastewater. This includes a sump, sump pump and related piping used to convey water collected by drainage in weeping tile, eaves trough, roof spouts, or foundation drain.
- z. "Sump" means a facility on the connection to the wastewater collection system for trapping large, heavy solids before discharge into these systems.
- aa. "Testable Cross Connection Control Device" means a Cross Connection Control Device which is capable of being inspected and tested in accordance with the National Plumbing Code of Canada, as amended or replaced.
- bb. "Town" depending on its context, means either:
  - i. The Municipal Corporation of the Town of Blackfalds, its administration and staff, agents or representative; or
  - ii. The territory contained within the corporate boundaries of the Town of Blackfalds.
- cc. "Town Stormwater System" means a system installed by the Town for the collection, distribution and disposal of stormwater within the Town, or in Town owned infrastructure.
- dd. "Town Wastewater System" means a system installed by the Town for the collection and transmission, treatment and disposal of domestic or industrial wastewater or any combination thereof within the Town.

- ee. "Town Water System" means a system installed by the Town for the supply and distribution of water within the Town.
- ff. "Utility or Utility Service" means, as the context may require, the Town's Water Utility, Wastewater Utility, and Stormwater Utility.
  - a. ~~system, including a sump, sump pump and related piping used to convey water collected by drainage in weeping tile, eaves trough, roof spouts, or foundation drain."~~
- 4. The preamble and ~~Sss~~ schedules attached to this Bylaw form part of this Bylaw.
- 5. In this Bylaw, the reference to the male gender shall include the female, and the reference to the singular, shall include the plural, and vice versa.
- 6. Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

### **PART 3 – DELEGATION OF AUTHORITY**

- 7. Council hereby delegates to the Chief Administrative Officer (CAO) authority to do all things necessary in order to fulfill the responsibilities and duties of the Town with respect to the delivery of utility services under the Municipal Government Act and this Bylaw.
- 8. The CAO is responsible for the operation of the Town Water, System water and the Town Wastewater and Stormw-Water Systems wastewater system in accordance with:
  - a. Provincial and Federal Statutes and any Rregulations thereunder; and;
  - b. this Bylaw and related regulations and policies.;
- 9. The Chief Administrative Officer is authorized to further delegate the powers granted by this Ssection.

### **PART 4XX – POWER AND AUTHORITY OF INSPECTORS**

- 10. An Inspector of the Town may in accordance with this Bylaw and the Municipal Government Act:
  - a. Enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Bylaw.;
  - b. Take samples of wastewater, storm-water, drinkingpotable water and subsurface water being released from the premises or flowing within a private drainage system;
  - c. e.Perform 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 stormwater management facilities;
  - d. d.——Make inspections of the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or watercourse;
  - e. e.——Require information from any person, inspect and copy documents or remove documents from premises to make copies, concerning any potential violation of this bylaw;

- ~~f. f.~~ Inspect chemical storage areas and spill containment facilities and request Material Safety Data Sheets (MSDS) for materials stored or used on a property; ~~and~~
- ~~g. g.~~ Inspect 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 any or all matter that in their opinion could have been part of the release.
11. Where an inspection discloses any failure, omission, or neglect respecting any Utility Service upon the Owner's premises, or discloses any defect in the location, construction, design or maintenance of any facility or any connection there from to the Utility Service, the person making such inspection shall, in writing, notify the Owner, Property Owner, proprietor or occupier to rectify the cause of complaint within a reasonable time as determined by the Town. Such notified person shall within the time limited rectify such cause of complaint stated in the notice.
12. No person shall hinder or prevent the Inspector of the Town from carrying out any of their powers or duties.
13. The Town may serve any person who is in violation of any provision of this Bylaw with written notice stating the nature of the violation and requiring the satisfactory correction thereof within 48 hours, or within such additional time as required by this Bylaw or as determined by the Town. Such person shall, within the time stated in such notice, permanently cease all violations. Nothing in this provision shall preclude the Town from proceeding directly to any other enforcement remedy available to it under this Bylaw, the Municipal Government Act, or any other provincial legislation or regulation.

## **PART 5 — WATER, ~~AND WASTE~~ WASTEWATER AND STORM-WATER SYSTEMS WORKS RESPONSIBILITY**

- ~~10.14.~~ The Town is hereby authorized to operate a Town Water System ~~water supply and distribution system~~ for the purposes of supplying the residents and customers within the Town with potable water and fire protection.
- ~~11.~~ No person except the Town may drill a water well, within Town limits on private or public land, within the boundaries of the Town, unless authorized in writing by the CAO.
15. The Town is hereby authorized to operate a Town Wastewater System ~~wastewater collection and disposal system~~ for the purposes of collecting, treating and disposing of wastewater produced by any person ~~or customer~~ within the Town.
16. The Town is hereby authorized to operate a Town Storm-~~W~~water System for the purposes of collecting, treating and disposing of stormwater within the Town, ~~or in Town-owned infrastructure~~.
17. With the exception of the Owners referred to in Sections 126 and 138, herein, all Owners, or other persons occupying or having charge or control of property located within the Town, shall connect to the Town Water System, and the Town Wastewater System and Town Storm-~~W~~water System.
- Council may by resolution enter into agreements with other Municipalities, private corporations or citizens, for the supply of water, wastewater or stormwater services beyond the corporate limits of the Town, subject to such provisions, regulations or rates as may be deemed appropriate.

18.

~~12. No person except the Town may operate a wastewater collection and disposal system with the following exceptions:~~

- ~~a. the owner of a property which operated a wastewater collection and disposal system prior to annexation by the Town provided that the Town has installed a water supply and distribution system within a road, easement, public utility lot or other property controlled by the Town, the CAO may require the Owner of an adjacent property to provide or pay for a service connection to the Town Water System, and, if connected to any other water system, or supply (including a well) to disconnect from that water system and connect to the Town's water system.~~
- ~~b. Provided that pipes forming part of the Town Wastewater System are located within a road, easement, public utility lot or other property controlled by the Town, the CAO may require the Owner of an adjacent property to provide or pay for a service connection to the Town Wastewater System, and, if connected to any other Wastewater System, to disconnect from that Wastewater System and connect to the Town's Wastewater System.~~
- ~~c. All Owners, or other persons occupying or having charge or control of premises located within the Town, shall connect to the Town Water System and the Town Wastewater System.~~

## **PART 6 – OPERATIONAL ~~WATER AND WASTEWATER~~ UTILITY WORKS**

- ~~1. The Owner of a property, which contained a water well or water system or supply prior to the property's annexation by the Town, may continue to operate such well until the Town has installed a water system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Water System and, if connected to any other water system, or supply (including a well) to disconnect from that water system and connect to the Town Water System.~~
- ~~2. The Owner of a property, which operated a wastewater collection and disposal system prior to the property's annexation by the Town, may continue to operate a wastewater collection and disposal system until the Town has installed a wastewater collection and disposal system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Wastewater System;~~
- ~~3. Council may by resolution enter into agreements with other Municipalities, private corporations or citizens, for the supply of water or wastewater services beyond the corporate limits of the Town, subject to such provisions, regulations or rates as may be deemed appropriate.~~
- 4.19. The installation of all water, ~~and wastewater~~ and storm-water mains and related facilities shall be in accordance with the standards and specifications set out in the current Town's Town of Blackfalds Minimum Design Standards Guidelines Manual ~~for development~~.
- 5.20. Where the Town undertakes work pursuant to this PpartBylaw, the costs to be charged to, and to be payable by, the ~~o~~Qwners of property, shall be calculated in accordance with costs and charges specifiedas set out in Schedule "A".



~~6. All Owners of property,ies from which that generate sewage and waste water is generated, shall be connected to the Town Wastewater System's wastewater or water system.~~

~~7-21.~~ Each lot or parcel and each principal building, shall be provided with a separate water, ~~service and~~ wastewater ~~service connections, where feasible.~~ Separate stormwater service connections will be determined on a case-by-case basis as determined by the TownCAO or delegate.

~~13-22.~~ No person shall install a utility service line and/or connection without making an application to, and obtaining approval from, the Town, for approval of such installation of such service line. A development or servicing agreement signed by the Owner in a form satisfactory to the CAO may be required. ~~to the Town, and obtaining approval of such service.~~

## **PART 7 – RATES, BILLING AND COLLECTION**

23. Rates for water and wastewater service:

a. The various rates to be charged to Owners for the purchase of potable water and the disposal of wastewater shall be as specified in Schedule "B".

b. Each Owner shall pay the ~~minimum~~ rates as specified in Schedule "B".

c. The rates in Schedule "B" will be reviewed annually by Council.

24. A utility bill showing the value of water and wastewater services provided by the Town for a one-month period for non-residential and residential properties, shall be calculated in accordance with the prescribed rates as soon as is practical. The person registered as the Owner of a building, for which the service is supplied, is responsible for notifying the Town of the occupancy date and billing information.

~~14-25.~~ The calculation of the utility bill is based on the consumption of water, the quantity used shall be determined from the present and previous meter readings as recorded by the Town, or if an actual reading is not available, by an estimated consumption, based on the consumption history of the service or Owner of similar characteristic.

26. No reduction in rate or charges shall be made for any interruption in water or wastewater services during a billing period.

27. Obtaining water and wastewater services:

a. Under the provisions of the Municipal Government Act, the Town is not obligated to provide utility services to an occupant of the property but must provide service to the Owner of such property on request

b. A property Owner who requires utility services may apply to the Town and upon payment of the application fee set forth schedule "B", the Town shall open a utility account in the name of the Owner.

28. The opening of a utility account constitutes a binding agreement between the Owner and the Town for the utility service applied for, and this Bylaw shall constitute the terms and conditions of such agreement.

29. The Town shall supply a copy of the utility bills for an account to:

a. A property manager, or, agent of the ~~O~~owner, at the request of the ~~O~~owner of the property; and

b. To a tenant of the property at the request of the Owner.

30. Utility bill payments

- a. The Owner shall be responsible for all rates and fees listed in Schedule "A", "B" & "C" of this Bylaw.
- b. Payments of utility bills are to be made payable to the Town of Blackfalds using any method of payment approved by the CAO.
- c. Non-receipt of a utility bill will not exempt an Owner from payment for the service received.

15-31. All water or wastewater utility bills, including interim billings, shall be due and payable on or before the fifteenth (15<sup>th</sup>) day of each month.

16-32. If payment is not received on the fifteenth (15<sup>th</sup>) day of the month, a penalty, in the amount of 5% interest on the current monthly billing balance, shall be added to the utility bill.

17-33. When a utility account and other charges under this Bylaw remain unpaid for a period of 90 days, the outstanding utility account balance, will be added to the corresponding tax roll account for the property.

18-34. When a property has been sold, a final bill will be calculated on a prorated basis from the date of the last billing to the date of sale.

35. The Town may discontinue the supply of a utility service for any of the following reasons:

- a. Non-payment of any utility account;
- b. Inability of the Town to obtain access:
  - i. ~~(i) To a residential premises to read any meter for a period of six (6) months; or~~  
~~To a non-residential premises to read any meter for a period of three (3) months;~~
  - ii. ~~(ii) to a non-residential premises to read any meter for a period of three (3) months;~~
- c. Failure by, or refusal of, a customer to comply with any provision of this Bylaw.
- d. Failure by, or refusal of, a customer to comply with any provisions of a Provincial statute, the Alberta Building Code, or any regulations there under;
- e. In any case provided for in this Bylaw;
- f. Upon request of the customer, and if discontinued at the request of the customer, minimum charges will continue to apply.

19-36. Where service to a customer is discontinued for any reason set out in Part 19 in the Bylaw, the Town, its officers, employees, or agents shall not be liable for any damages of any kind as a result of the discontinuance of utility services.

**PART 8 - EXTENSIONS OF UTILITY CONNECTIONS**

8-37. In order to obtain Provision of service connections to the Town Water System, water and the Town Wwastewater Ssystem or the Town Storm WaterStormwater Systems:



- a. Owners, or their agents, shall submit water and wastewater system design plans, duly signed by a Professional Engineer, to the Town for review and approval, prior to the start of the service connection construction. Each property must have an outside curb stop readily available near the front property line and otherwise comply with the Town standards.
- b. When specified by the Town, Owners, or their agents, shall submit stormwater design plans, duly signed by a Professional Engineer, to the Town for review and approval, prior to the start of the service connection construction.
- c. The Town may require changes to the water, wastewater or stormwater service connection system designs to ensure acceptable standards in design, materials and construction. Costs for design changes are to be borne by the Owner.
- d. In circumstances where utilities are constructed within Town owned property, Owners, or their agents, shall furnish two (2) sets of "as built" plans to the Town within thirty (30) days of completion of the water, wastewater or stormwater service connection systems, and accompanying these "as built" plans shall be a letter indicating that the private water, wastewater and stormwater systems are fully operational. Final "as built" deliverables must also be provided in digital format as specified by the Town's current Design Guidelines Manual.

9.38. Developing ~~F~~for multi-lot subdivision:

- ~~a.~~ a) —Where any new lot or group of lots is developed, the developer shall arrange, at his own cost, ~~for~~ the installation of approved water, ~~and~~ wastewater and storm-water service connection lines.
- ~~b.~~ b) —Each development will be governed by a development permit, development agreement or servicing agreements~~s~~.

~~10.39.~~ Service ~~c~~Connections -on Town Property:

- ~~a.~~ a) —The ~~O~~owner of a property is responsible for all costs of ~~consulting-constructing and~~ installing utility service connections which service the ~~e~~Owner's property, regardless of whether the utility service connections are within the Owner's property or within the Town owned or's ~~C~~controlled pProperty.
- ~~b.)~~ The Town may install the utility service connection lines within Town property to the ~~O~~owner's property boundary only, and shall charge the ~~e~~Owner of the property for the costs incurred as-contained in accordance with the costs and charges specified in -in Schedule "A".
- ~~b-c.~~ The Town may cause the installation of utility service connections to be performed by a private contractor at the cost of the ~~O~~owner of the property for whom the utility service connections are installed.

- ~~20.40.~~ d) —An ~~O~~owner shall be responsible to arrange and pay for the laying of utility service connections within his own property.

**PART 9 - OWNER PROVIDED UTILITY SERVICE CONNECTIONS**

- ~~24.41.~~ The Owner shall be solely responsible for ensuring the Water System, Wastewater System, Stormwater System is properly designed, installed, operated and maintained on private property and shall protect the same.

42. Town repair of utility service connections:

- a. The Town shall be responsible for the maintenance and repair of the water, wastewater and storm-water utility service lines on Town lands, including the thawing of frozen lines from the main, up to, and including, the curb stop valve. Due to the nature of this exercise, access to the building must be provided by the Owner. -
- b. Should damage to the water, wastewater and/or storm-water utility lines be caused by the negligence or improper action of the Owner or the occupant of the property, costs for repair and/or thawing of frozen lines, and the curb stop valve will be charged to the Owner of the property at the discretion of the CAO.
43. Where the Town does not install the utility service connection lines, the Town shall have the right to inspect the lines:-of inspection:  
~~44.~~
- a. The Owner shall advise the Town of the time of installation of utility service connection lines and shall allow the Town reasonable opportunity to inspect the installation for conformance to Town standards and specifications.
- a-b. When making a request for an inspection, a minimum of 48-hour notice is required by the Town. Inspections will only be done only during the Town's regular work hours.
- b-c. Persons excavating for utility service lines or connections shall not backfill until a request for inspection has been made to the Town and the Town has completed an inspection and approved the installation.
- e-d. Persons backfilling, before requesting and receiving an inspection by the Town, may be required by the Town inspector to dig out and expose the utility service connection lines, at the Owner of the property's cost, so that a proper inspection can be done.
- ~~42-44.~~ For multi-residential and commercial buildings:
- a. a) —The Town Permission will not be granted to supply water or wastewater services to two or more Commercial buildings that front on the same street and which are located on the same parcel of land. Each Commercial building must be serviced individually.
- a-b. The Town will only supply single utility service connections to multi-residential buildings. Each multi-residential building will be responsible for providing water and wastewater utility service connections to individual dwellings

#### **PART 10 - TEMPORARY WATER, STORMWATER OR WASTEWATER SERVICES:**

45. A person who wishes for temporary water service shall make application and enter into an agreement with the Town, and shall pay the Town in advance the whole cost of utility service construction, including the cost of removal for temporary systems when no longer required.
- ~~22-46.~~ A person requiring temporary water services shall provide safeguard all systems or attachments supplied by the Town and meeting the requirements of the Town.

#### **PART 11XX – SAMPLING AND MONITORING**

47. Where sampling is required for the purposes of determining the concentration of constituents in the wastewater or stormwater, the sample may:
- a. Be collected manually or by using an automatic sampling device; and

- b. Contain additives for its preservation.
- c. For the purpose of For the purpose of determining compliance with this Bylaw, discrete wastewater or stormwater streams within premises may be sampled, at the discretion of the Inspector.
- b.d. At the time of development, the Owner of any industrial, commercial, manufacturing or institutional premises or multi-family residential building shall install a Monitoring Access Point as required and ensure that it is accessible to the Inspector for the purposes of observing, sampling and flow measurement.
- e. Existing development prior to the adoption of this Bylaw that is found to be a contravention of this Bylaw the Town may be required the Owner to install a Monitoring Access Point as specified by the Town.
- f. Any single Grab Sample may be used to determine compliance with any provision of this Bylaw.
- g. All tests, measurements, analyses and examinations of wastewater or stormwater, its characteristics or contents pursuant to this Bylaw shall be carried out in accordance with Standard Methods and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Inspector as agreed in writing prior to sample analysis.
- h. The following businesses require Sampling Ports when it is not possible to install a Monitoring Access Point:
- i. Dental offices;
  - ii. Businesses using photographic processing equipment;
  - iii. Dry cleaners;
  - iv. Vehicle washing; or
  - v. Any other business identified by the Town.

dental offices;

- businesses using photographic processing equipment;
- dry cleaners;
- vehicle washing; or
- any other businesses identified by the Town.

## **PART 12XX – SPILLS**

48. In the event of a spill on the ground or to the Town's Wastewater System and/or Town Storm-Waterwater System, the person responsible for the spill or the person having the charge, management and control of the spill shall immediately notify and provide any requested information with regard to the spill to:
- a. Alberta Environment and Parks;
  - b. The Town of Blackfalds;
  - c. The Owner(s) of the premises impacted
  - d. 911 Emergency only if there is any immediate danger to human health and/or safety; or

49. ~~if~~ there is no immediate danger, the person responsible for the spill or the person having the charge, management and control of the spill shall notify ~~and provide any~~provide any requested information with regard to the spill to:

- a. ~~i.~~ The Town of Blackfalds;
- b. ~~ii.~~ The Owner(s) of the premises where the release occurred impacted;  
and
- c. ~~iii.~~ Any other person whom the person reporting knows or ought to know may be directly affected by the release.

50. Nothing in this Bylaw relieves any persons from complying with any notification or reporting provisions of:

- a. Other government agencies, including federal and provincial agencies, as required and appropriate for the material and circumstances of the spill;
- b. Alberta Environment and Parks; or
- c. Any other Bylaw of the Town.

51. The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment and wildlife, clean up the spill and contaminated residue, disposed of affected materials at an appropriate waste disposal facility and restore the affected area to its condition prior to the spill.

52. Thereafter, that person shall provide a detailed report on the spill to the Town, within five working days after the spill, containing the following information to the best of their knowledge:

- a. ~~a.~~ name and telephone number of the person who reported the spill and the location and time where they can be contacted;
- b. location where spill occurred; date and time of spill; material spilled; characteristics and composition of material spilled; volume of material spilled; duration of spill event;  
  
~~Alberta Environment & Parks release report reference number;~~
- c. ~~e.~~ work completed, waste disposal location(s) used, and any work still in progress in the mitigation of the spill; and
- d. ~~d.~~ preventive actions being taken to ensure a similar spill does not occur again; and copies of completed spill prevention and spill response plan.

53. The Town may invoice the person responsible for the spill to recover all costs arising because of the spill and such person shall pay the costs invoiced.

~~23:~~54. The Town may require the person responsible for the spill to prepare and submit a spill contingency plan to indicate how risk of future incidents will be reduced and how future incidents will be addressed. All costs related to this will be the responsibility of the Owner.

**PART 13~~15~~ - RESTRICTED MATERIALS IN UTILITY SYSTEMS**

~~24. No person shall connect, cause to be connected, or allow to remain connected to the Town water system any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water, wastewater, or any other liquid, chemical or substance to enter the domestic water system.~~

~~a) If a condition is found to exist which is contrary to Part 15 the CAO may issue such order or orders to the owner of the property as may be required to obtain compliance with Section 89~~

~~b) The owner of the property is required to install cross connection control devices and shall be responsible for the costs of the device, installation and maintenance.~~

25-55. No person shall throw, deposit or leave in, or upon, the Town Water System, Town Wastewater System or Town Stormwater System or any trap, grating, or manhole, any material that may cause blockage of the Town Water System, Town Wastewater System, or Town Stormwater System including its mains or service connections.

26-56. No person shall discharge into the Town Wastewater System or Stormwater System or any trap, drain or manhole connected therewith, any deleterious substance or restricted material, that would prejudicially affect the Town Wastewater System or Stormwater System, adversely affect the environment, or which would cause pollution or are hazardous to persons or the environment.

27-57. No person shall connect with the Town Wastewater System or Stormwater System, or any drain or pipe connected therewith, by any means, for the purpose of conveying any inflammable, explosive or hazardous material.

28-58. No person shall directly or indirectly connect with the Town Wastewater System or Stormwater System for the purpose of conveying any surface water collected by drainage in weeping tile, eaves trough or roof spouts.

29-59. No person shall discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly, into the Town Water System, Town Wastewater System or Town Stormwater System, or any drain connected therewith.

30-60. No person shall turn, lift, remove, raise, or tamper with the cover of any manhole, or ventilator of the Town Wastewater System, Town Stormwater System or Town Water System, without prior written authorization from the Town.

31-61. No person shall cut, break, pierce or tap into the Town Wastewater System, Town Stormwater System, or Town Water System without prior, written authorization from the Town.

32-62. The Town may, upon reasonable notice and at reasonable times, enter buildings or other places, which have been connected to the Town Wastewater System or Town Stormwater System, to ascertain whether or not any improper material or liquid is being discharged in wastewater or stormwater, and the Town shall have the right to use any test, or other means necessary, to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.

~~33-63.~~ Discharges from trade, industrial or manufacturing process:

e) a. No waste or discharge resulting from any trade, industrial or manufacturing process, shall be directly discharged into the Town Wastewater System or Stormwater System without first being treated

d)b. The necessary pre-treatment works ~~so~~ prescribed by the Town shall be completely installed by the customer at his expense, prior to the construction of the wastewater or stormwater connection and shall be continuously maintained and operated by the customer.

64. No person shall discharge, or allow to be discharged, into the Town's Wastewater System any materials found listed in Schedule "DC" ~~to this Bylaw at a level~~ which exceed the levels listed in Schedule "DC" ~~of this Bylaw~~.

~~2-65.~~ No person shall discharge, or allow to be discharged into the Town Stormwater System, any Deleterious substance.

~~34-66.~~ Any person who breaches Part 12 ~~Section 10199~~ of this Bylaw shall, in addition to the penalty prescribed in Schedule "CB" ~~to this Bylaw~~, be liable for all costs incurred by the Town in remediating the situation caused by that breach, including all clean-up and inspection costs.

#### **PART 14 – GOVERNING THE PROVISION AND USE OF WATER SYSTEM**

~~In the event of construction, maintenance, repairs, emergency, shortage of water, water bans, or in connecting or repairing of service connections, or the maintenance or repair of the Town's Water System, or any part thereof, the Town shall have the right to shut off the water from any customer or customer without notice and keep it off as long as may be necessary.~~

67. The Town shall endeavor to provide notice to customers of such an interruption of service described herein Section 85 and shall seek to minimize the inconvenience to customers as may be possible and reasonable.

~~3.~~

~~a. The Town shall endeavor to provide notice to customers of such interruption of service and shall seek to minimize the inconvenience to customers as may be possible and reasonable.~~

~~a) The Town does not guarantee the pressure nor the continuous supply of water, and the Town reserves the right at any and all times without notice to change operating water pressures and to shut off water. The Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.~~

~~4. Except where authorized by the Town in writing, no person shall open, close or interfere with any hydrant or valve connected to the Town's Water System.~~

~~5-68.~~ No ~~eCustomer, or eOwner, and eOccupant~~ of any building or property which are supplied with water by the Town, shall sell or otherwise dispose of water from the property, there from, give away, or permit water the same to be taken or carried away from the property, unless specifically authorized by the Town in writing.

~~The Town may have the water shut off to the property of any owner or customer breaching any of the provisions of this Bylaw, and in cases~~



~~where the water has been shut off for allowing waste due to leaks or defects in pipes or connections, the Town may refuse to restore water services until the defects have been repaired.~~

~~6-69. The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, maintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.~~

~~35-70. If the Town cannot access the meter, shut off valve, or curb stop for any reason, the Town may charge a "No Access Fee" to the Owner as set forth in Schedule A.~~

## **PART 15 – WATER SYSTEM: INSPECTION OF PREMISES**

~~71. The Town may inspect the premises of an Owner who applies to the Town for the supply of water in order to determine if it is advisable to supply water to such Owner.~~

~~72. The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on water piping or fixtures belonging to such Owner so as to determine if this Bylaw is being complied with. In the event that if such Owner fails or refuses to give such permission, the supply of water to that Owner's property may be shut off and/or a penalty rendered.~~

~~7. When an emergency in water supply occurs,:~~

~~a. The CAO may restrict the use of water from the Town supply system.~~

## **PART 16 – WATER UTILITY RESTRICTIONS**

### **PART XX – WATER RESTRICTION**

~~36-73. In the event of construction, maintenance, repairs, emergency, shortage of water, water bans, or in connecting or repairing of service connections, or the maintenance or repair of the Town Water System, or any part thereof, the Town shall have the right to shut off the water from any customer without notice and keep it off as long as may be necessary.~~

~~37-74. The Town does not guarantee the pressure nor the continuous supply of water, and the Town reserves the right at any, and all, times, without notice, to change operating water pressures and to shut off water. The Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.~~

~~38-75. The Town may have the water shut off to the property of any Owner or Customer breaching any of the provisions of this Bylaw, and in cases where the water has been shut off for allowing waste due to leaks or defects in pipes or connections, the Town may refuse to restore water services until the defects have been repaired and any fines have been paid.~~

~~39-76. When an emergency in water supply occurs, the CAO may restrict the use of water from the Town supply system.~~

## **PART 17 – WATER UTILITY WASTAGE** **PART XX – WATER WASTAGE**

~~40-77.~~ No Owner shall cause, permit or allow the discharge of water so that it runs to waste or useless, whether by reason of leakage from private water service connection, a faulty plumbing system or otherwise.

78. Notwithstanding the foregoing, the Town may under such condition as the Town may consider reasonable allow water discharge for the purposes of:

a. The installation and maintenance of infrastructure, including flushing of water mains, hydrant leads and Town service connections to prevent stagnation and/or to remove deleterious materials;

b. ~~b.~~ Preventing the freezing of water mains, hydrants leads, and services connections;

c. ~~c.~~ Conducting water flow tests;

d. ~~d.~~ Firefighting and associated training programs; or

e. ~~e.~~ Other purposes as deemed necessary by the Town.

## PART 18 – REQUIREMENT TO USE LOW-FLOW PLUMBING FIXTURES

### PART XX – REQUIREMENT TO USE LOW-FLOW PLUMBING FIXTURES

79. Any person installing plumbing fixtures for any new construction or renovation project that requires a plumbing permit shall install only low-flow plumbing fixtures.

~~44-80.~~ The requirements of this Bylaw shall not apply to plumbing facilities installed for safety or emergency purposes including emergency safety showers and face / eye wash stations.

a.

## PART 199 – REPAIR AND MAINTENANCE OF EXISTING WATER SERVICES

### SERVICE LINE

~~43-81.~~ The Owner of the property ~~owner~~ shall be responsible for the repair and maintenance of the water service line, and connections within his own property.

~~44-82.~~ Repair of water service connections and lines on the ~~e~~Owner's property.;

a. Where the exact location of a water service problem cannot be determined to be either, clearly within the Town lands, or on the Owner's private property, the Town may undertake additional survey and/or inspection measures to determine the location of the problem. Costs of this service will be borne by the owner of the lands.

b. If a water service problem exists within the Town lands, the Town will continue to complete repairs; ~~and~~.

c. If a water service problem ~~it~~ is found to exist on private property, the Owner shall be responsible for the costs incurred by the Town to that point and going forward. All costs incurred by the Town will be the responsibility of the Owner, and the Owner shall be responsible for the completion of the repairs.

~~42-83.~~ Where the Owner undertakes the repair of a water service line or connection on his own property and finds that the problem exists on the portion of line for which the Town is responsible, the Town may complete the repairs or hire a contractor to do so on its behalf.;



84. Replacement of water service lines:

a. If the Owner of a property wishes to replace a water service line, it shall be at the Owner's expense.

~~e.~~ Where a water service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner's expense.

~~b.~~

~~c.~~ Installation of replacement of water service lines shall be governed by the process set out in Parts 7 and 87 of this Bylaw.

~~c.~~

43. ~~PART 20 – WATER SYSTEM: TREES AND ROOTS~~ Where the owner undertakes the repair of the service line on his own property and finds that the problem exists on the portion of line for which the Town is responsible, the Town may complete the repairs.

~~44-85.~~ No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.

~~45-86.~~ If it is determined that a blockage or leak in a private water service is caused by a tree located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town shall have no obligation to clear the blockage.

~~46-87.~~ If it is determined that a blockage or leak in a private water service is caused by a tree located on Town property, the Town will repair the water pipe and remove the tree at the Town's expense.

~~47-88.~~ If it is determined that a blockage or leak in the Town's water main or any other part of the Town Water System is caused by tree roots extending from trees located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town will, at the property Owner's expense, repair the water pipe and remove the trees.

**PART 21 – OPERATION & TESTING OF WATER SERVICE VALVES**

~~48-89.~~ Water shall be shut off at the curb stop valve and no person shall turn on, or attempt to turn on, the water except where authorized by the Town in writing.

~~49-90.~~ The Owner or Occupant of a property shall ensure that the water service curb stop valve remains accessible and exposed. Where the Owner or occupier damages, or causes, the curb stop valve to become inoperative or prevent access to, he shall be responsible for costs incurred by the Town to repair or expose the curb stop valve.

~~50-91.~~ The Town is authorized to arrange for the removal of any obstructions, restricting access to the curb stop valve or water meter or radio, at the cost of the Owner.

~~51-92.~~ Application for the testing of a water line:

a. A plumber may, after obtaining permission from the Director or his designate, operate a curb shut off valve up to 1" (25 mm) in diameter for the purpose of:

- i. testing his own piping in the case of a new installation:  
and
  - ii. replacing or renewing of a service line.
- b. If water is required to test plumbing before a meter is installed, a plumber may temporarily install a meter spacer pipe.
  - c. After completion of work under this section, the authorized plumber shall immediately close the valve and remove the temporary meter spacer pipe.
  - d. A plumber shall not operate any of the curb stop valves of 25 mm (1"), or larger in size, for any purpose.
  - e. All Owners having a meter shall, at the Owner's sole cost and expense, supply and maintain valves on both sides of and within 300 mm (12") of the meter.

## **PART 22 – PROVISION OF FIRE PROTECTION WORKS**

52-93. When an Owner wishes to provide fire protection by means of sprinkler heads, fire hydrants, or outlets for hose lines, or some other manner, the Owner must apply for a special service pipe in accordance with the process set out in Part 7 of this Bylaw.

53-94. When an application is approved by the Town for a separate special service pipe to be utilized for fire protection, all costs are at the property Owner's expense, including the costs of the service connections between the Owner's property and the Town Water System.

54-95. The Town shall maintain, at its expense, that portion of the special service pipe between the main and the Owner's property line where a tapping valve and sleeve from the connection of the main, or between the main and control valve, when the control valve is located within 1.2 meters (4 feet) of the property line.

55-96. Fire protection service connections constructed on lands under the control or ownership of the Town shall become the property of the Town upon acceptance by the Town.

## **PART 23 – PUBLIC OR PRIVATE FIRE HYDRANTS:**

56-97. Unless authorized by the Town, no Person shall:

- a. open or close any fire hydrant or valve;
- b. connect any device of any kind to a fire hydrant, including a pipe, hose, fixture, or appliance; or
- c. use water from a fire hydrant, regardless of whether that hydrant is located on private or public property, for any purpose other than fire protection.

57-98. No property Owner or occupant of a parcel or premises shall allow the access to a fire hydrant located on or adjacent to that parcel or premises to be obstructed in any manner, whether by the building or erection of any structure or the accumulation of any building material, rubbish, snow or other obstruction including but not limited to trees and or shrubs.

58-99. No property Owner or Occupant of a parcel or premises shall allow anything on the parcel or premises to interfere with the operation and

maintenance of a fire hydrant located on or adjacent to that parcel or premises.

~~59-100.~~ All persons who own property on which a fire hydrant is located or own property which is adjacent to Town owned property on which a fire hydrant is located shall:

- a. maintain a minimum of four (4) metre clearance all around a fire hydrant and a minimum of four 4 metre clearance above the hydrant;
- b. not permit anything to be constructed, erected, or placed within the clearance area;
- c. not permit anything except grass to be planted within the clearance area; and
- d. maintain visibility of hydrants from the nearest access road.
- e. All private hydrants will be maintained by the property Owner. Records of maintenance will be provided on a yearly basis to the Town upon request.

## **PART 24 – WATER METERS**

~~60-101.~~ All water supplied by the Town to an Owner shall be measured by a meter unless otherwise provided for in this Bylaw.

~~61-102.~~ Where, at the time of passage of this Bylaw, a water service is not metered, the Town shall install a meter at a cost to the Owner as specified in Schedule "A".

~~62-103.~~ All water meters shall be supplied and installed by the Town with all costs specified in Schedule "A" being charged to the Owner of the property, or the general contractor in charge of the property, to which the meter has been installed.

~~63-104.~~ Placement of water meters:

- a. The Town will supply water meters as specified in Schedule "A" and maintain all water meters as required and may install remote readout indicators where necessary or desirable.
- b. The Owner will be responsible for managing the installation of the meter for his building with the Town.
- c. The Town may undertake any repairs necessary to the meter and remote readout indicators to ensure proper operation.

~~64-105.~~ Owners shall ensure access to all parts thereof to the Town for the purposes of installing, maintaining or reading a meter.

~~65-106.~~ Installation of water meters:

- a. Every Owner shall make allowance for the installation of water meters in accordance with the Town's specifications.
- b. Every Owner shall make allowance for the installation of a remote reading device in an easily accessible location inside the building, or on the outside, and at the front, of the building in accordance with the Town's specifications.

~~66-107.~~ Protection of water meters:

- a. The Owner shall provide adequate protection for the water meter and any associated valves or pipes against freezing, heat or any other internal or external damage of any kind which may affect the operation of the water meter or meters, failing which the Owner shall pay all costs associated with the repair.
- b. No person other than an authorized Town employee shall install, test, repair, remove, disconnect, and/or reconnect a meter unless specifically authorized to do so in writing by the Town.
- c. No person shall break, tamper or interfere with any water meter, appurtenances or facility.
- d. The Owner shall notify the Town immediately whenever a water meter is not operating or if any part of a meter becomes damaged or broken.
- e. The Owner is responsible for the safe keeping of any water meter and any Remote Reading Device that is installed on the Owner's premises.
- f. The Owner shall pay the cost of repairing or replacing any water meter or metering accessories supplied and installed that may be damaged from any causes within the control of the Owner.

~~67-108.~~ The Town may seal installed water meters and no person, except as authorized by the Town, shall break or tamper with any such seal.

~~68-109.~~ Any person who tampers with a water meter is guilty of an offence and subject to the penalties as specified in Schedule "C".

~~69-110.~~ Reading of water meters:

- a. The Town may read the actual consumption from the meter rather than from the remote reading devices, in which case, the next utility billing will be calculated using the actual consumption.
- b. When an Owner requests a meter reading at a time other than the regular scheduled time for meter reading, the Owner may be assessed a fee as set forth in "Schedule A".

~~70-111.~~ Testing of water meters:

- a. If a meter reading is disputed by either the Town or the Customer, the party disputing the reading shall give a written notice to the other party.
- b. Prior to the Town conducting water meter testing, the Owner will be required to pay the fee as specified in "Schedule A".
- c. Once a written notice has been given under Section 66.a), the Town shall arrange for the meter to be tested or calibrated by a qualified official delegated by the Town.
- d. If upon testing or calibrating, the meter is found to be recording accurately, which, for this purpose, is defined as recording between 98.5% and 101.5% of the water passing through the meter, the expense of such test or calibration shall be borne by the party who gave notice under Section 111.b), in the amount specified in Schedule "A".
- e. If a meter is found not to be accurate within the limits set out in Section 111.d), the meter shall forthwith be repaired, or replaced by another meter, and the expenses of such repair or replacement shall be borne by the Town. Where the Owner paid a fee for testing, the Town will reimburse the fee paid for by the Owner.

- f. If a meter is found not to be accurate, the accounts, based upon the readings of that meter, for a maximum of 12 (twelve) monthly bills (consumption portion of the monthly bill) immediately preceding the date of such test, shall be corrected to reflect the error of the meter, and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the Town and the Customer as full settlement to the date of the test of any claim that may arise out of a meter error.

## **PART 25 – WATER METER CHAMBER**

~~74-112.~~ When in the opinion of the Town, the premises to be supplied with water are too far from the Town service connection to conveniently install a meter in the premises, or if a number of buildings are to be supplied or for any other reason in the opinion of the Town, then the Owner shall, at the Owner's expense, construct and maintain an approved container for a meter and such container shall in all respects including location, construction size, access and otherwise be satisfactory to the Town.

## **PART 26 – CROSS CONNECTIONS AND BACKFLOW PREVENTION**

~~72-113.~~ No person shall connect, cause to be connected, or allow to remain connected, to the Town Water System, any piping, fixture, fitting, container or appliance, in a manner which, under any circumstances, may allow water, wastewater or any other liquid, chemical or substance to enter the Town Water System.

~~73-114.~~ Owners must allow a Town inspector full access to their residences or facilities in order to evaluate and/or inspect possible cross connections and existing or newly installed backflow preventers.

~~74-115.~~ For the purposes of preventing a cross connection prohibited in Part 25, the Director may require any Owner to install a testable cross connection control device at the expense of the Owner.

~~75-116.~~ Any Owner required by the Director, or by any Act, regulation or code, to install a testable cross connection control device shall:

- a. Ensure that the testable cross connection control device installed is inspected and tested on a yearly basis;
- b. Report the results of the inspection and testing to the Director, on the form prescribed by the Director, within the time frame specified by the Director.

~~76-117.~~ Any Owner required by the Director to install a testable cross connection control device, shall only install such devices as approved by the Director.

~~77-118.~~ Every Owner required by Part 24 and 25 to install a testable cross connection control device, shall ensure that it is only inspected and tested by persons approved by the Director. In approving persons to inspect and test cross connection control devices, the Director may take into consideration the following qualifications:

- a. A certificate from an accredited organization as a Certified Backflow Prevention Device Tester;
- b. A calibration certificate for test equipment;
- c. History of non-compliance with occupational health and safety acts and regulations;

- d. Another trade or professional qualification (e.g. Plumbing Certificate, Sprinkler Fitter Certificate, etc.); and
- e. Liability insurance coverage.

~~78:~~119. If an Owner fails to have a testable cross connection control device inspected or tested, or fails to report the results of the inspection or testing to the Director, the Director may:

- a. Require the Owner to have the testable cross connection control device inspected and tested, and a test report submitted to the Director, within the time frame specified by the Director; and
- b. Discontinue providing water service to the Owner until the Owner has the testable cross connection control device inspected and tested, and has submitted a report with satisfactory results, to the Director.

~~79:~~120. Any Owner with a testable cross connection device shall display an up to date information record card issued by the Town on, or immediately adjacent to, each testable cross connection control device.

## **PART 27 – PRIVATE WATER SERVICES & GROUND WATER SYSTEM**

~~80:~~121. No Owner of property in the Town, shall use a well or other source of water, except the Town Water System, without written permission from the CAO.

~~81:~~122. No person except the Town may drill a water well, on private or public land, within the boundaries of the Town, unless authorized in writing by the CAO.

~~82:~~123. No permits to drill a new well within the Town will be issued by the Town after the date this Bylaw becomes effective.

~~83:~~124. The Owner of a property, which contained a water well or water system or supply prior to the property's annexation by the Town, may continue to operate such well until the Town has installed a water system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Water System and, if connected to any other water system, or supply (including a well) to disconnect from that water system and connect to the Town Water System.

~~84:~~125. All Persons having charge of, or being Owners or occupiers of property containing a well or other source of supply of water, other than Town Water System, may apply to the CAO for permission to use the water in such well or other source of supply of water. The CAO, at his discretion, may deny the application, or grant the application subject to such conditions as the CAO may deem appropriate, including conditions on the use of such well or other source or supply of water.

~~85:~~126. Upon complying with the conditions prescribed in Section 26, the applicant may be granted a permit to use the water in the well or other source of supply of water. Any such permit may be withdrawn by the CAO at any time without notice, and no Person shall use a well or other source of supply of water after a permit for use of same has been withdrawn.

~~86:~~127. If the use of any well or other source of supply of water is continued, contrary to the provisions of this Bylaw, the CAO may issue an order that use of the well or other source of water cease immediately and that the



well or other source of supply of water shall be disconnected, removed, plugged, filled up or otherwise abated.

## **PART 284 – GOVERNING THE PROVISION AND USE OF WASTEWATER SYSTEM**

~~In the event of construction, maintenance, repairs, emergency, shortage of water, water bans, or in connecting or repairing of service connections, or the maintenance or repair of the Town's Water sSystem, or any part thereof, the Town shall have the right to shut off the water from any customer or customer without notice and keep it off as long as may be necessary.~~

128. The Town shall endeavor to provide notice to customers of such an interruption of service described herein Section 85 and shall seek to minimize the inconvenience to customers as may be possible and reasonable.

~~8.~~

~~a. The Town shall endeavor to provide notice to customers of such interruption of service and shall seek to minimize the inconvenience to customers as may be possible and reasonable.~~

~~a.) The Town does not guarantee the pressure nor the continuous supply of water, and the Town reserves the right at any and all times without notice to change operating water pressures and to shut off water. The Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.~~

~~9. Except where authorized by the Town in writing, no person shall open, close or interfere with any hydrant or valve connected to the Town Wwater Ssystem.~~

10-129. No eCustomer, or eOwner, orand eOccupant of any building or property which are supplied with water by the Town, shall sell or otherwise dispose of water from the property, there from, give away, or permit waste water the same to be taken or carried away from the property, unless specifically authorized by the Town in writing.

~~The Town may have the water shut off to the property of any owner or customer breaching any of the provisions of this Bylaw, and in cases where the water has been shut off for allowing waste due to leaks or defects in pipes or connections, the Town may refuse to restore water services until the defects have been repaired.~~

11-130. The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, maintainingmaintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.

87-131. If the Town cannot access the dwelling for any reason, the Town may charge a "No Access Fee" to the Owner as set forth in Schedule A.

## **PART 29 – WASTEWATER SYSTEM: INSPECTION OF PREMISES**

132. The Town may inspect the premises of an Owner who applies to the Town for the connection of wastewater in order to determine if it is advisable to supply waterutility to such Owner.

133. The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on water piping or fixtures belonging to

~~such Owner so as to determine if this Bylaw is being complied with. In the event that~~ ~~such Owner fails or refuses to give such permission, the supply of water~~ ~~supply of water to that Owner's property may be shut off and/or a penalty rendered.~~

~~12. When an emergency in water supply occurs:~~

~~a. The CAO may restrict the use of water from the Town supply system.~~

## **PART 30 – REPAIR AND MAINTENANCE OF EXISTING WASTEWATER SYSTEM**

~~88.~~134. The Owner of the property shall be responsible for the repair and maintenance of the wastewater service line, and connections within his own property.

~~89.~~135. Repair of existing wastewater service lines:

- a. If an Owner, believes that the wastewater service is performing poorly or that it repeatedly causes problems, the Owner may request the Town in writing to repair or replace the wastewater service line within the street. Before action is taken by the Town, the Owner may be requested to camera the wastewater service line, at the Owner's expense, to determine the nature of the problem.
- b. If a problem is, or problems are, found to be on both the Owner's private property and the Town property, it will be the responsibility of the Owner of the property to repair his side of the wastewater service line before the Town will undertake repairs to the wastewater service line on the Town's property.
- c. If the problem is, or problems are found to be located entirely on the Town's property, the Town will reimburse the Owner for camera costs and will repair the wastewater service line at its own expense.

~~90.~~136. Replacement of wastewater service lines:

- a. If the Owner of a property wishes to replace a wastewater service line, it shall be at the Owner's expense.
- b. Where a wastewater service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner's expense.
- c. Installation of replacement wastewater service lines shall be governed by the process set out in Parts 7 and 8 of this Bylaw.

~~94.~~137. The Owner of the property shall be responsible for clearing any blockages in the wastewater service line from the building on the property to the main Town owned wastewater service line to which it connects to.

## **PART 31 – PRIVATE WASTEWATER SYSTEM**

~~92.~~138. The Owner of a property, which operated a wastewater collection and disposal system prior to the property's annexation by the Town, may continue to operate a wastewater collection and disposal system until the Town has installed a wastewater collection and disposal system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Wastewater System.

## **PART 32 – PROHIBITED SUBSTANCES IN WASTEWATER**



~~93.139.~~ No person shall discharge, or allow to be discharged, into the Town Wastewater System any materials found listed in Schedule "D" at a level which exceed the levels listed in Schedule "D".

~~94.140.~~ No person shall allow the discharge from a Stormwater System to enter into the Town Wastewater System.

### ~~PART 33 – DENTAL WASTE AMALGAM SEPARATOR~~

~~95.1. Every Owner or operator of premises from which Dental Amalgam may be discharged, which waste may directly or indirectly enter wastewater shall:~~

- ~~a. Install in any piping system at its premises that connects directly or indirectly to the wastewater system, Dental Amalgam Separators with at least 95% removal efficiency in amalgam weight and which are certified as complaint with ISO 11143 – “Dental Equipment: Amalgam Separators”, as amended;~~
- ~~b.a. Operate and maintain all Dental Amalgam Separators in good working condition and according to the manufactures recommendations;~~
- ~~c.a. Provide an approved Monitoring Access Point which is readily and easily accessible at all times for inspection; and~~
- ~~d.a. Provide to the Inspector on request a maintenance schedule and record of maintenance for each installed Dental Amalgam Separator.~~

### PART 33 – DENTAL WASTE AMALGAM SEPARATOR

141. Every Owner or operator of premises from which Dental Amalgam may be discharged, which waste may directly or indirectly enter wastewater shall:

- a. Install in any piping system at its premises that connects directly or indirectly to the wastewater system, Dental Amalgam Separators with at least 95% removal efficiency in amalgam weight and which are certified as complaint with ISO 11143 – “Dental Equipment: Amalgam Separators”, as amended;
- b. Operate and maintain all Dental Amalgam Separators in good working condition and according to the manufactures recommendations;
- c. Provide an approved Monitoring Access Point which is readily and easily accessible at all times for inspection; and
- d. Provide to the Inspector on request a maintenance schedule and record of maintenance for each installed Dental Amalgam Separator.

### PART 34 – GREASE, OIL & SOLIDS INTERCEPTION IN WASTEWATER

~~96.142.~~ Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries, and such other places as the Town may direct. The owner of the property and the building will be responsible for the maintenance of the grease traps.

~~97.143.~~ Residential, Industrial and Commercial building sumps:

- a. Interceptors of sufficient size and approved design shall be placed on the waste pipes from all car washes and any other buildings that may cause excess dirt and debris to pass into the Town Wastewater System.

### PART 35 – WASTEWATER SYSTEM: TREES AND ROOTS

~~98-144.~~ No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.

~~99-145.~~ If it is determined that a blockage in a private wastewater service is caused by a tree located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town shall have no obligation to clear the blockage.

~~100-146.~~ If it is determined that a blockage in a private wastewater service is caused by a tree located on Town property, the Town will clear the blockage and either place the service line on a root-cutting maintenance program, re-line or repair the wastewater pipe and remove the tree(s) at the Town's expense.

~~101-147.~~ If it is determined that a blockage in the Town's wastewater main or any other part of the Town Wastewater System is caused by tree roots extending from trees located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town will, at the Property Owner's expense, clear the blockage and either place the sewer on a root-cutting maintenance program, re-line or repair the sewer pipe and remove the tree(s).

#### **PART 364 – GOVERNING THE PROVISION AND USE OF STORMWATER SYSTEM**

~~In the event of construction, maintenance, repairs, emergency, shortage of water, water bans, or in connecting or repairing of service connections, or the maintenance or repair of the Town's Water sSystem, or any part thereof, the Town shall have the right to shut off the water from any customer or customer without notice and keep it off as long as may be necessary.~~

~~148.~~ The Town shall endeavor to provide notice to customers of suchan interruption of service described herein Section 85 and shall seek to minimize the inconvenience to customers as may be possible and reasonable.

~~13.~~

~~a. The Town shall endeavor to provide notice to customers of such interruption of service and shall seek to minimize the inconvenience to customers as may be possible and reasonable.~~

~~a.) The Town does not guarantee the pressure nor the continuous supply of water, and the Town reserves the right at any and all times without notice to change operating water pressures and to shut off water. The Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.~~

~~14. Except where authorized by the Town in writing, no person shall open, close or interfere with any hydrant or valve connected to the Town Wwater Ssystem.~~

~~15-149.~~ No ~~eCustomer, or eOwner,~~ orand eOccupant of any building or property ~~which are~~ supplied with stormwater system by the Town, shall sell or otherwise dispose of water from the property, there from, give away, or permit stormwater the same to be taken or carried away from the property, unless specifically authorized by the Town in writing.

~~The Town may have the water shut off to the property of any owner or customer breaching any of the provisions of this Bylaw, and in cases where the water has been shut off for allowing waste due to leaks or~~

~~defects in pipes or connections, the Town may refuse to restore water services until the defects have been repaired.~~

~~46-150.~~ The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, ~~maintaining~~ maintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.

~~402-151.~~ If the Town cannot access the dwelling for any reason, the Town may charge a "No Access Fee" to the Owner as set forth in Schedule A.

### **PART 37 – STORMWATER SYSTEM: INSPECTION OF PREMISES**

~~152.~~ The Town may inspect the premises of an Owner who applies to the Town for the connection of stormwater in order to determine if it is advisable to supply ~~water~~ utility to such Owner.

~~153.~~ The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on piping or fixtures belonging to such Owner so as to determine if this Bylaw is being complied with. ~~In the event that~~ If such Owner fails or refuses to give such permission, the ~~supply of water~~ supply of water to that Owner's property may be shut off and/or a penalty rendered.

### **PART 38 – REPAIR AND MAINTENANCE OF EXISTING STORMWATER SYSTEM**

~~403-154.~~ The Owner of the property shall be responsible for the repair and maintenance of the stormwater service line within his own property.

~~404-155.~~ Repair of stormwater service connections and lines on the Owner's property:

- a. Where the exact location of a stormwater service problem cannot be determined to be either, clearly within the Town lands, or on the Owner's property, the Town may undertake to determine the location of the problem.
- b. If a stormwater service problem exists within the Town lands, the Town will complete repairs;
- c. If a stormwater service problem it is found to exist on private property, the Owner shall be responsible for the costs incurred by the Town to that point and the Owner shall be responsible for the completion of the repairs.

~~405-156.~~ Where the Owner undertakes the repair of a stormwater service line or connection on his own property and finds that the problem exists on the portion of line for which the Town is responsible, the Town will complete the repairs.

~~406-157.~~ Replacement of stormwater service lines:

- a. If the Owner of a property wishes to replace a stormwater service line, it shall be at the Owner's expense.
- b. Where a storm water service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner's expense.
- c. Installation of replacement stormwater service lines shall be governed by the process set out in Parts 7 and 8 of this Bylaw.

~~407.~~158. The Owner or occupant of a property shall ensure that stormwater infrastructure remains accessible and exposed. The Town is authorized to arrange for the removal of any obstructions, restricting access to the stormwater infrastructure, at the cost of the Owner.

~~408.~~159. Where the Owner or occupier damages, or causes, stormwater infrastructure to become inoperative, he shall be responsible for costs incurred by the Town to conduct repairs.

~~409.~~160. The Owner of any dwelling shall design and connect a Stormwater System to allow discharge to the stormwater with relief discharge to the surface. The Stormwater System shall be installed by the Owner in such a manner as to comply with all Town Bylaws, standards and policies and other applicable regulatory authorities and without causing excessive pooling or icing on public or private property.

#### **PART 39 – DISCHARGE OF PROHIBITED SUBSTANCES IN STORMWATER SYSTEM**

~~410.~~161. Only stormwater is permitted to be disposed into the stormwater system. No person shall discharge or allow to be discharged into the Town Stormwater System, any substance including but not limited to any deleterious substances, and/or restricted substances identified in Schedule D.

#### **PART 40 – GREASE, OIL & SOLIDS INTERCEPTION IN STORMWATER**

~~411.~~162. Grease, oil and sediment separators of sufficient size and approved design shall be placed in manholes and/or catch basins into the Town Stormwater System as determined by the Town of Blackfalds. The Owner of the property will be responsible for the maintenance of the separators.

#### **PART 41 – STORMWATER SYSTEM: TREES AND ROOTS**

~~412.~~163. No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.

~~413.~~164. If it is determined that a blockage in a private stormwater utility service is caused by a tree located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town shall have no obligation to clear the blockage.

~~414.~~165. If it is determined that a blockage in a private stormwater service is caused by a tree located on Town property, the Town will clear the blockage and either place the sewer on a root- cutting maintenance program, re-line or repair the service line and remove the tree(s) at the Town's expense.

~~415.~~166. If it is determined that a blockage in the Town's stormwater service main or any other part of the Town Stormwater System is caused by tree roots extending from trees located on private property, ~~either adjacent or direct~~ either adjacent or direct, the Town will, at the property Owner's expense, clear the blockage and either place the sewer on a root- cutting maintenance program, re-line or repair the service line and remove the tree(s).

#### **PART 42~~16~~ – PENALTIES**

~~47.~~167. Charges as prescribed in Schedule "~~A2~~G" will be imposed on any Customer issuing a cheque to "The Town of Blackfalds" which is dishonoured or returned with a notification of non-sufficient funds (N.S.F.) and those charges shall be added to their utility account.

~~18.168.~~ Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon summary conviction, is liable to pay a fine as prescribed in Schedule "CD" of this Bylaw, in addition to together with any further or other sanction a court may impose.

### PART 13 – RATES, BILLING AND COLLECTION

#### 1. ~~Rates for water and wastewater service:~~

~~a) The various rates to be charged to customers for the purchase of water and the disposal of wastewatersewage shall be as specifiedprescribed in Schedule "B" to this Bylaw.~~

~~b) Each customer shall pay the minimum ratesfees specified in Schedule "B".~~

~~c) The rates in Schedule "B" This utility bylaw will be reviewed annually by Council.~~

~~19. A utility bill showing the value of water and wastewater services provided by the Town for a one-month period for non-residential and residential properties, shall be calculated in accordance with the prescribed rates as soon as is practical. The person registered as the Oowner of athe building, for which the service is supplied, iswill be responsible for notifying the Town of the occupancy date and billing information.~~

~~20. Where the calculation of a utility billing is based on the consumption of water, the quantity used shall be determined from the present and previous meter readings as recorded by the Town, or if an actual reading is not available, by an estimated consumption, based on the consumption history of the service or customer of similar characteristic.~~

~~21. No reduction in rate or charges shall be made for any interruption in water or wastewater services during a billing period.~~

#### 22. ~~Obtaining water and wastewater services:~~

~~a) Under the provisions of the Municipal Government Act, the Town is not obligated to provide utility service to an occupant of property, but must provide service to the Oowner of property on request. As the Town has experienced significant uncollectable utility accounts when dealing with occupants, the Town will no longer supply utilities at the request of an occupant.~~

#### 23. ~~Termination of Service to Occupants~~

~~a) Where an existing utility account is in the name of an occupant, the Town will give 3-month's notice to the occupant and the Owner of the property that the utility account will be closed and the utility service will be shut off. At the end of that time, the utilities will be disconnected unless an account has been opened in the name of the property Oowner.~~

~~b) A property Oowner who requires utility services may apply to the Town and upon payment of the deposit or application fee set forth in this Bylaw, the Town shall open a utility account in the name of the property owner.~~

~~24. Notwithstanding the general policy not to supply utility service at the request of an occupant of property, the Town may agree to supply utility services to building contractors, subject to the contractor applying to the Town and paying the deposit and application fee set forth in this Bylaw.~~

~~25. The opening of a utility account constitutes a binding agreement between the customer and the Town for the utility service applied for, and this Bbylaw shall constitute the terms and conditions of such agreement.~~



~~26. The Town shall supply a copy of the utility bills for an account to:~~

~~a) a property manager, or, agent of the owner, at the request of the owner of the property; and~~

~~b) to a tenant of the property at the request of the owner.~~

~~a) A utility account holder shall be responsible for all rates and fees charged under this Bylaw.~~

~~2.~~

~~27. Utility bill payments:~~

~~A utility account holder shall be responsible for all rates and fees charged under this Bylaw.~~

~~a) Payments of utility bills/accounts are to be made payable to payable at the Town of Blackfalds using any method of payment approved by the CAO.~~

~~b) Non-receipt of a utility bill will not exempt anthe Owner or owners from payment for the service received.~~

~~28. All water or wastewater utility bills, including interim billings, shall be due and payable on or before the fifteenth (15th) day of each month. If payment is not received on the fifteenth (15th) day of the month, a penalty, in the amount of 5% interest on the current monthly billing balance, shall be added to the utility bill on the sixteenth (16th) day of the month, there shall be added thereto a penalty in the amount of 5% interest on the current monthly billing balance.~~

~~If payment of a utility bill remains outstanding for a period of 60 days is not received on the due date of the second month, the tTown will mail out to the owner a utility arrears reminder notice to the utility account holder.~~

~~29. If payment of a utility bill remains outstanding for a period of 90 days, is not received on the due date of the third month, tThe Town will mail out to the account holderowner a utility arrears final reminder notice that if the utility bill is not paid within 30 days, the outstanding amount, plus penalties, may be added to the tax roll for the propertyplus penalties. Only the CAO, or his or her designate, may authorize partial payments of a utility bill until the outstanding balancedebt is collected in full.~~

~~Where the owner of a property is the recipient of the utility service, and where a utility account and other charges under this Bylaw remain unpaid, the outstanding utility account balance may be added to will be transferred to the corresponding tax roll account for the property.~~

~~116.~~

~~30. Where an outstanding utility account balance has not been paid for a period of 60 dayscollected, the CAO may instruct such collection steps action as he or she deems appropriate, including shutting off the utility service.~~

~~31. Where service to a customer is to be discontinued, or a customer is vacating the premises, a final billing will be calculated on a pro rata basis from the date of the last billing to the date of discontinuance.~~

~~32. The Town may discontinue the supply of all utility services for any of the following reasons:~~

~~a) non-payment of any utility account;s, or~~

~~inability of the Town to obtain access:~~

~~(i) to a residential preomises to read anyany meter for a period of six (6) months; or~~

~~a. (ii), or to a non-residential premises to read any meter for a period of three (3) months;, or;~~



- ~~b) failure by, or refusal of, a customer to comply with any provision of this Bylaw, or;~~
- ~~c) failure by, or refusal of, a customer to comply with any provisions of a any Provincial statuteActs, the Alberta Building Code, or any regulations there under;~~
- ~~d) in any other case provided for in in this Bylaw, and in such event the Town, its officers, employees or agents shall not be liable for any damages of any kind from such discontinuance of service, or;~~
- ~~e) upon request of the customer, and if discontinued at the request of the customer, , although minimum charges will continue to apply.~~

~~Where service to a customer is discontinued for any reason set out in Section 83, the Town, its officers, employees, or agents shall not be liable for any damages of any kind as a result of the discontinuance of utility services.~~

**PART 4317 – REPEAL**

~~33-169.~~ That Bylaw 1150.13 is hereby repealed upon this Bylaw coming into effect.

**PART 4418 – DATE OF FORCE**

~~34-170.~~ That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20~~42~~\_\_\_\_\_.

(RES. )

MAYOR ~~MELODIE STOL~~RICHARD POOLE

\_\_\_\_\_  
CAO MYRON THOMPSON

READ for the second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20~~42~~\_\_\_\_\_.

(RES. )

MAYOR ~~MELODIE STOL~~RICHARD POOLE

\_\_\_\_\_  
CAO MYRON THOMPSON

READ for the third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20~~42~~\_\_\_\_\_.

(RES. )

MAYOR ~~MELODIE STOL~~RICHARD POOLE

\_\_\_\_\_  
CAO MYRON THOMPSON



SCHEDULE "A"

Meter <del>I</del> Installation <del>C</del> cost	
5/8" Meter	At Cost + 25%
3/4" Meter	At Cost + 25%
1" Meter	At Cost + 25%
1 1/2" Meter	At Cost + 25%
2" Meter	At Cost + 25%
3" Meter	At Cost + 25%
4" Meter	At Cost + 25%
6" Meter	At Cost + 25%
Water <del>L</del> ine <del>C</del> onnection <del>P</del> ermit <del>R</del> ates	
1" from main to property	At Cost + 25%
1 1/2" from main to property	At Cost + 25%
2" from main to property	At Cost + 25%
Wastewater- <del>I</del> Line <del>C</del> onnection <del>P</del> ermit <del>R</del> ates	
4" from main to property	At Cost+ 25%
6" from main to property	At Cost+ 25%
<u>Stormwater line connection rates</u>	
4" from main to property	At Cost+ 25%
6" from main to property	At Cost+ 25%
<u>Construction restorationPavement Restoration</u>	
To cut and patch	At Cost+ 25%
Sidewalk or curb cuts	
At Cost+ 25%	
Miscellaneous <del>R</del> ates	
"No Access Fee" - <del>R</del> request service call and Town employee	
unable	
<del>t</del> o enter premises or make connection	\$ <u>3505</u> .00 (per call)
Turn water off and/or on for construction <del>and/or repairs</del> purposes	
up to and including 1 1/2"	\$ 35.00
over 1 1/2"	\$ 35.00
<del>Water turn-off and/or on for repairs</del>	
during regular hours	\$ <u>3505</u> .00 <u>(per</u>
<u>call)</u>	
during after hours	At Cost
<del>Water</del> <del>Water service removal (including construction restoration)</del> Kill in	
pavement or other	At Cost+ 25%
Repairs to water <del>m</del> Meters ( <del>D</del> amaged by homeowner or tenant)	
smaller than 1"	
At Cost+ 25%	
1" or larger	At Cost+ 25%
Thawing water <u>or wastewater</u> service	
At Cost+ 25%	
Repair to damaged stand pipe	At Cost+ 25%
Cleaning plugged wastewater <u>service lines</u>	





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<del>At Cost+25%</del> after hours	At Cost+25%
Water turn off/on requested during regular hours	\$ <del>3550.00</del>
after regular hours	At Cost
<del>Meter testing/calibration</del>	<del>At Cost+ 25%</del>
Administration fee: (initiating account)	<del>\$ 25.00</del>
<del>Fines for tampering with water meter</del>	<del>\$ 250.00</del>
<del>Touch Pad installation</del>	<del>\$ 30.00</del>
Water <del>M</del> meter <del>I</del> nstallation	\$ 25.00
<u>Owner requested meter reading</u>	
Meter <del>t</del> Testing – in house	\$ 50.00
Meter <del>T</del> esting – out sourced	<del>-At eCost + 25%</del>
Miscellaneous <del>i</del> tems at cost plus 25% as determined by <del>A</del> administration.	



SCHEDULE "B"

COMMERCIAL AND RESIDENTIAL WATER AND WASTEWATER RATES

(Rates Effective January 1, 2013200)

WATER RATES

Each customer shall pay for water services supplied to him the aggregate of amounts determined as per below: follows:

~~A fixed base rate monthly charge shall be determined by the size of the meter supplied to each customer as follows~~

~~A. Minimum Rate: Fixed base rate as defined above: below:~~

~~The fixed base rate monthly charge shall be determined by the size of the meter supplied to each customer as follows:~~

~~5/8"(16-mm) and 3/4"(19 mm) \$17.06 fixed rate ~~eCost~~ as determined by the annual operational budget for the Town~~

1"	(25 mm)	<del>eCost of 3/4" meter multiplied by 2.5</del>
1 1/2"	(38 mm)	<del>eCost of 1' meter multiplied by 2.5</del>
2"	(50 mm)	<del>eCost of 1 1/2' meter multiplied by 2.5</del>
3"	(75 mm)	<del>Cost of 2' meter multiplied by 2.0</del>
4"	(100 mm)	<del>Cost of 3' meter multiplied by 2.0</del>

~~\*\* For larger size service, base rate multiplier to be determined by administrationAdministration.~~

~~Each customer shall pay for water services supplied to him the aggregate of amounts determined as follows:~~

~~A. Minimum Rate: Fixed base rate as defined above:~~

~~B. Plus an infrastructure Infrastructure costrates cost as determined by the annual operational budget for the Town: \$10.61~~

~~C. Plus an Additional Consumption Raterate: \$Rate established by the North Red Deer River Water Services Commission plus an additional cost as determined by the annual operational budget for the Town for every cubic meter (220.1 gallons) used:2.72 per cubic meter of water measured~~

WASTEWATER RATES

Each customer shall pay for wastewater services supplied to him the aggregate of amounts determined as per below: Each customer shall pay for sewage wastewater services supplied to him the amounts as follows:

- A. Minimum Rate: \$14.59
- B. Plus an Infrastructure rate: \$0.00
- C. Plus a Consumption rate: \$3.00 per cubic meter at 80% of water measured.
- Minimum Rate: \$ cost as determined by the annual operational budget for the Town per month



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~~Plus an infrastructure cost as determined by the annual operational budget for the Town~~

~~Plus an Additional Rate: cost percentage of water consumption as determined by the annual operational budget for the Town~~

~~For the purpose of calculating the waste waterage usage charge payable by a customer, the volume of waste water contributed by the customer to the wastewatersewage works shall be deemed to be equal to 100% of the water delivered to the customer's premises, whether the water was received from the Town or from sources other than the Town.~~

The above monthly minimum rates will apply to all properties in Town that have water and/or wastewater services available in the land abutting the property.

### GENERAL PROVISIONS

A deposit of no greater than three months estimated billing may be required at the discretion of the CAO.

For the purposes of selling bulk water to contractors, developers and private companies, at the discretion of the CAO and/or their delegate. The Town of Blackfalds will sell bulk water at ~~a rate of~~ the Rate rate established by the North Red Deer River Water Services Commission plus an additional \$0.75 for every cubic meter. A minimum charge of \$110.00 per sale will apply to all bulk sales.



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**SCHEDULE "C"****VIOLATION PENALTIES**

The following Schedule C outlines the penalties that may be charged to a ~~Property~~~~an~~  
~~Owner~~~~Customer~~ if they are found to be in violation of any section of this bylaw. Included  
are water system penalties, wastewater system penalties, stormwater ~~sewer~~-system  
penalties, and additional penalties not encompassed by the aforementioned. Penalties for  
the first offence are outlined below:

**C.1 WATER SYSTEM PENALTIES**

<u>Item</u>	<u>Description of Item</u>	<u>Relevant Section</u>	<u>Penalty</u>
<u>A.1.1</u>	<u>Water restrictions not adhered</u>	77	<u>\$250</u>
<u>A.1.2</u>	<u>Meter interference and appurtenances</u>	22,60,61,89, 92c,97a,97b,98,99, 100a,100b,100c,100d,100e,107b, 107c,108,116a,116b,120	<u>\$500</u>
<u>A.1.3</u>	<u>Unlawful use of water</u>	72,97c	<u>\$1,000</u>
<u>A.1.4</u>	<u>Contamination of water supply system</u>	55,59,113,115	<u>\$5,000</u>

**C.2 WASTEWATER SYSTEM PENALTIES**

<u>Item</u>	<u>Description of Item</u>	<u>Relevant Section</u>	<u>Penalty</u>
<u>A.2.1</u>	<u>Interference or obstruction of the wastewater system</u>	22,60,61,129	<u>\$500</u>
<u>A.2.2</u>	<u>Prohibited Substances in wastewater system</u>	48,49,50,55,56,57,58,59, 63a,63b,64,139,140,143a	<u>\$3,000</u>

	<u>Description of Item</u>	<u>Relevant Section</u>	<u>Penalty</u>
<u>A.2.1</u>	<u>Discharge of wastewater to any storm wa</u>		<u>\$2,000</u>
<u>A.2.2</u>	<u>Interference or obstruction of the wastew</u>	<u>Section 79</u>	<u>\$500</u>
<u>A.2.3</u>	<u>Prohibited Substances in wastewater sys</u>	<u>Sections 79, 81, 82</u>	<u>\$3,000</u>

**C.3 STORMWATER SYSTEM PENALTIES**

<u>Item</u>	<u>Description of Item</u>	<u>Relevant Section</u>	<u>Penalty</u>
<u>A.3.1</u>	<u>Interference or obstruction of the stormwater system</u>	22,60,61,129,149,160	<u>\$500</u>
<u>A.3.2</u>	<u>Prohibited <del>S</del>ubstances in stormwater system</u>	48,49,50,55,56,57,58,59, 63a,63b,65,161	<u>\$3,000</u>

	<u>D</u>	<u>Relevant</u>	<u>Penalty</u>
<u>A.3.1</u>	<u>I</u>	<u>Sections</u>	<u>\$500</u>
	<u>n</u>	<u>93, 94</u>	
<u>A.3.2</u>	<u>P</u>	<u>Section 79,</u>	<u>\$3,000</u>
	<u>r</u>	<u>94</u>	

<u>OFFENSE</u>	<u>AMOUNT</u>
<u>1<sup>st</sup></u> <u>Offense</u>	<u>\$250.00</u>
<u>2<sup>nd</sup></u> <u>Offense</u>	<u>\$500.00</u>
<u>3<sup>rd</sup></u> <u>Offense</u>	<u>\$1000.00</u>



SCHEDULE "D"

Restricted Materials

As per the North Red Deer River Wastewater Services Commission (the "Commission") of Supply Service, as amended from time to time.

No Persons shall discharge wastewater into any part of the Town's Wastewater System;

- a. In excess of an amount of cubic meters per day of wastewater that the Commission stipulates from time to time based on capacity of the system and the Commission's ability to process the wastewater, as communicated by the Commission by written notice to the Town of Blackfalds;
- b. Waters or wastes having pH lower than 6.0 or higher than 10.5, or having any corrosive property capable of causing damage or hazard to structures, equipment, biological wastewater treatment processes, and personnel of, wastewater works;
- c. Containing substances in concentrations exceeding the following parameters:

<u>CONTAMINANTS</u>	<u>LIMITS</u>
<u>Total Suspended Solids</u>	<u>4,800 mg/L</u>
<u>Biochemical Oxygen Demand (B.O.D.)</u>	<u>4,800 mg/L</u>
<u>Chemical Oxygen Demand (C.O.D.)</u>	<u>9,600 mg/L</u>
<u>Total Phosphorus</u>	<u>150 mg/L</u>
<u>Total Kjeldalh Nitrogen (T.K.N.)</u>	<u>400 mg/L</u>
<u>Oil &amp; Grease – Animal and Vegetable</u>	<u>500 mg/L</u>
<u>Oil &amp; Grease – Synthetic Hydrocarbon</u>	<u>50 mg/L</u>
<u>Phosphates</u>	<u>100 mg/L</u>
<u>INORGANIC CONSTITUENTS</u>	
<u>Antimony</u>	<u>1.00 mg/L</u>
<u>Arsenic</u>	<u>1.00 mg/L</u>
<u>Barium</u>	<u>3.00 mg/L</u>
<u>B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)</u>	<u>1.00 mg/L</u>
<u>Boron</u>	<u>1.50 mg/L</u>
<u>Cadmium</u>	<u>0.05 mg/L</u>
<u>Chromium</u>	<u>1.00 mg/L</u>
<u>Chlorinated Hydrocarbons</u>	<u>0.02 mg/L</u>
<u>Copper</u>	<u>0.50 mg/L</u>
<u>Cyanide</u>	<u>1.00 mg/L</u>
<u>Hydrocarbons</u>	<u>50 mg/L</u>
<u>Lead</u>	<u>1.00 mg/L</u>
<u>Manganese</u>	<u>1.00 mg/L</u>
<u>Mercury</u>	<u>0.10 mg/L</u>
<u>Nickel</u>	<u>0.50 mg/L</u>
<u>Phenolic Compounds</u>	<u>0.10 mg/L</u>
<u>Selenium</u>	<u>1.00 mg/L</u>
<u>Silver</u>	<u>1.00 mg/L</u>
<u>Sulphide</u>	<u>1.00 mg/L</u>
<u>Zinc</u>	<u>1.0 g/L</u>

- a. containing lime slurry and residues;
- b. containing any substance which, in the opinion of the Commission or AEP:



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- i. is or may become harmful to any recipient water course or wastewater system or part thereof;
- ii. may interfere with the proper operation of the wastewater system;
- iii. may impair or interfere with any wastewater treatment process; or
- iv. may become a hazard to persons, property, or animals.

Where persons have discharged, caused or permitted to be discharged into the Town Wastewater System any wastewater which does not comply with the foregoing limits and the Commission's Service Standards & Requirements including, without restriction, in excess of the following limitations:

- a. Suspended solids which exceed 300 mg/L; or
- b. B.O.D. which exceed 300 mg/L; or
- c. Oil and grease which exceeds 100 mg/L;

The persons shall be responsible for the additional rates or fees for treatment arising from such transgression or non-compliance, as well as any additional fines or costs incurred by the Town of Blackfalds from the Commission.

~~As per the North Red Deer River Wastewater Services Commission (the "Commission") of Supply Service, as amended from time to time.~~

~~No Persons shall discharge wastewater into any part of the Town's Wastewater System;~~

- ~~a. In excess of an amount of cubic meters per day of wastewater that the Commission stipulates from time to time based on capacity of the system and the Commission's ability to process the wastewater, as communicated by the Commission by written notice to the Town of Blackfalds;~~
- ~~b. Waters or wastes having pH lower than 6.0 or higher than 10.5, or having any corrosive property capable of causing damage or hazard to structures, equipment, biological wastewater treatment processes, and personnel of, wastewater works;~~
- ~~c. Containing substances in concentrations exceeding the following parameters:~~

CONTAMINANTS	LIMITS
Total Suspended Solids	4,800 mg/L
Biochemical Oxygen Demand (B.O.D.)	4,800 mg/L
Chemical Oxygen Demand (C.O.D.)	9,600 mg/L
Total Phosphorus	150 mg/L
Total Kjeldalh Nitrogen (T.K.N.)	400 mg/L
Oil & Grease — Animal and Vegetable	500 mg/L
Oil & Grease — Synthetic Hydrocarbon	50 mg/L
Phosphates	100 mg/L
INORGANIC CONSTITUENTS	
Antimony	1.00 mg/L
Arsenic	1.00 mg/L
Barium	3.00 mg/L
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)	1.00 mg/L
Boron	1.50 mg/L
Cadmium	0.05 mg/L
Chromium	1.00 mg/L





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Chlorinated Hydrocarbons	0.02 mg/L
Copper	0.50 mg/L
Cyanide	1.00 mg/L
Hydrocarbons	50 mg/L
Lead	1.00 mg/L
Manganese	1.00 mg/L
Mercury	0.10 mg/L
Nickel	0.50 mg/L
Phenolic Compounds	0.10 mg/L
Selenium	1.00 mg/L
Silver	1.00 mg/L
Sulphide	1.00 mg/L
Zinc	1.0 g/L

- ~~a. containing lime slurry and residues;~~
- ~~b. containing any substance which, in the opinion of the Commission or AEP:~~
  - ~~i. is or may become harmful to any recipient water course or wastewater system or part thereof;~~
  - ~~ii. may interfere with the proper operation of the wastewater system;~~
  - ~~iii. may impair or interfere with any wastewater treatment process; or~~
  - ~~iv. may become a hazard to persons, property, or animals.~~

~~Where persons have discharged, caused or permitted to be discharged into the Town Wastewater System any wastewater which does not comply with the foregoing limits and the Commission's Service Standards & Requirements including, without restriction, in excess of the following limitations:~~

- ~~a. Suspended solids which exceed 300 mg/L; or~~
- ~~b. B.O.D. which exceed 300 mg/L; or~~
- ~~c. Oil and grease which exceeds 100 mg/L;~~

~~The persons shall be responsible for the additional rates or fees for treatment arising from such transgression or non-compliance, as well as any additional fines or costs incurred by the Town of Blackfalds from the Commission.~~



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**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA  
TO REGULATE THE SUPPLY AND USE OF WATER, WASTEWATER, AND  
STORMWATER UTILITIES FOR THE TOWN OF BLACKFALDS**

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Being a Bylaw of the Town of Blackfalds to provide for the supply of water, wastewater and stormwater services to the owners and customers of the Town of Blackfalds:

**WHEREAS** Part 2 Division 1 Section 7(g) of the Municipal Government Act, RSA 2000, Chapter M-26 provides a Municipal Council with the authority to pass Bylaws respecting public utilities;

**NOW THEREFORE** the Municipal Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts as follows:

**PART 1 – TITLE AND PREAMBLE**

1. This Bylaw may be referred to as the "Utility Bylaw".
2. The preamble and Schedules attached to this Bylaw form part of this Bylaw.
  - a. In this Bylaw, the reference to the male gender shall include the female, and the reference to the singular shall include the plural, and vice versa.
  - b. Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

**PART 2 – DEFINITIONS**

3. In this Bylaw:
  - a. "Backflow" means the reversal of flow of any water, wastewater, or any other liquid, chemical, or substance, back into, or towards, the Town Water System, Wastewater System or Stormwater System.
  - b. "Backflow Valve" means a device to prevent flow reversal into a drinking water system, stormwater, or wastewater system.
  - c. "Chief Administrative Officer" means the Chief Administrative Officer (CAO) as appointed by the Town of Blackfalds Council.
  - d. "Commercial" includes residential buildings consisting of three or more units, as well as all outlets used for the purpose of business.
  - e. "Council" means the Municipal Council of the Town of Blackfalds.
  - f. "Cross Connection" means an existing connection or a potential connection between any part of a drinking water system, wastewater, stormwater and any other environment containing other substances in a manner, which, under any circumstances, would allow such substance to enter the drinking water system.
  - g. "Cross Connection Control Device" means a device or method that prevents Backflow.
  - h. "Customer" means any person who is the Owner or Occupant of any property connected to, or provided with, utility services under this Bylaw.

- i. “Dental Amalgam” means a dental filling materials consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.
- j. “Dental Amalgam Separator” means any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation wastewater.
- k. “Deleterious” means:
  - i. Any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or unsuitable for the purposes intended;
  - ii. Any water that contains a substance in such quantity or concentration, or that has been so treated, processed or changed, by heat or other means, from a natural state that it would, if added to any other water, degrade or alter or form part of a process of degradation or alteration of the quality of the water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or unsuitable for the purposes intended.
- l. “Director” means Director of Infrastructure and Property Services for the Town of Blackfalds.
- m. “Grab Sample” means a single sample or measurement of wastewater, stormwater, drinking water or effluent which is collected at a specific time.
- n. “Inspector” means a person or employee authorized by the Town to enforce the provisions of this Bylaw includes designated employees, Bylaw Officers, Community Peace Officers, and Police Officers.
- o. “Low Flow Plumbing Fixtures” means toilets with a usage not exceeding 6.0 litres per flush; single flush urinals with a usage not exceeding 3.8 litres per flush; shower head fixtures with a flow rate not exceeding 9.5 litres per minute; and lavatory basin faucets and kitchen sink faucets with a flow rate not exceeding 8.3 litres per minute.
- p. “Minimum Rate” means the rate established in Schedule B of this Bylaw for the supply of water and wastewater services.
- q. “Monitoring Access Point” means an access point, such as a chamber, in a private sewer connection to allow for observation, sampling and flow measurement of the wastewater, drinking water or stormwater therein.
- r. “Occupant or Tenant” means the person that leases or occupies a property to which a Utility Service is provided.
- s. “Owner” means:
  - i. any person who is registered under the Land Titles Act as the Owner of the land;
  - ii. any person recorded as the Owner on the assessment roll of the Town; and
  - iii. any person who has become the beneficial Owner of the property, by entering into a purchase and sale agreement, whether they have purchased, or otherwise acquired the property, directly from the Owner or from another purchaser,

and who has not yet become the registered Owner of the property.

- t. "Person" means an individual, and the heirs, executors, administrators or other legal representative of an individual; and a corporation, partnership, or other legal entity.
  - u. "Remote Reading Device" means a device which is connected to a water meter by the Town and provides a duplicate reading of the water consumed, which may be monitored from the exterior of a building.
  - v. "Sampling Port" means a valve, tap or similar device on equipment, a drain pipe or at another suitable location, to allow for sampling, consistent with technical guidelines that the Town may establish from time to time.
  - w. "Spill" means a direct or indirect discharge into the wastewater or storm water sewer or the natural environment which is abnormal in quantity or quality in light of all circumstances of the discharge.
  - x. "Stormwater" means the water running off the surface of a drainage area during or immediately after a period of rain or snow melt.
  - y. "Stormwater Discharge System" means a sewer for the collection and transmission of uncontaminated water, stormwater, and drainage from land or from a watercourse, or stormwater pond, or any combination thereof but excluding wastewater. This includes a sump, sump pump and related piping used to convey water collected by drainage in weeping tile, eaves trough, roof spouts, or foundation drain.
  - z. "Sump" means a facility on the connection to the wastewater collection system for trapping large, heavy solids before discharge into these systems.
  - aa. "Testable Cross Connection Control Device" means a Cross Connection Control Device which is capable of being inspected and tested in accordance with the National Plumbing Code of Canada, as amended or replaced.
  - bb. "Town" depending on its context, means either:
    - i. The Municipal Corporation of the Town of Blackfalds, its administration and staff, agents or representative; or
    - ii. The territory contained within the corporate boundaries of the Town of Blackfalds.
  - cc. "Town Stormwater System" means a system installed by the Town for the collection, distribution and disposal of stormwater within the Town, or in Town owned infrastructure.
  - dd. "Town Wastewater System" means a system installed by the Town for the collection and transmission, treatment and disposal of domestic or industrial wastewater or any combination thereof within the Town.
  - ee. "Town Water System" means a system installed by the Town for the supply and distribution of water within the Town.
  - ff. "Utility or Utility Service" means, as the context may require, the Town's Water Utility, Wastewater Utility, and Stormwater Utility.
4. The preamble and schedules attached to this Bylaw form part of this Bylaw.

5. In this Bylaw, the reference to the male gender shall include the female, and the reference to the singular shall include the plural, and vice versa.
6. Where a word or term in this Bylaw is defined by this Bylaw, derivatives of that word or term shall be interpreted to have the same general meaning as the defined word or term, as the context may require.

### **PART 3 – DELEGATION OF AUTHORITY**

7. Council hereby delegates to the Chief Administrative Officer (CAO) authority to do all things necessary in order to fulfill the responsibilities and duties of the Town with respect to the delivery of utility services under the Municipal Government Act and this Bylaw.
8. The CAO is responsible for the operation of the Town Water, Wastewater and Stormwater Systems in accordance with:
  - a. Provincial and Federal Statutes and any regulations thereunder; and
  - b. this Bylaw and related regulations and policies.
9. The Chief Administrative Officer is authorized to further delegate the powers granted by this section.

### **PART 4 – POWER AND AUTHORITY OF INSPECTORS**

10. An Inspector of the Town may in accordance with this Bylaw and the Municipal Government Act:
  - a. Enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Bylaw;
  - b. Take samples of wastewater, stormwater, potable water and subsurface water being released from the premises or flowing within a private drainage system;
  - c. Perform on-site testing of the wastewater, stormwater, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment facilities and stormwater management facilities;
  - d. Make inspections of the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or watercourse;
  - e. Require information from any person, inspect and copy documents or remove documents from premises to make copies, concerning any potential violation of this bylaw;
  - f. Inspect chemical storage areas and spill containment facilities and request Material Safety Data Sheets (MSDS) for materials stored or used on a property; and
  - g. Inspect 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 any or all matter that in their opinion could have been part of the release.
11. Where an inspection discloses any failure, omission, or neglect respecting any Utility Service upon the Owner's premises, or discloses any defect in the location, construction, design or maintenance of any facility or any connection there from to the Utility Service, the person making such

inspection shall, in writing, notify the Owner, Property Owner, proprietor or occupier to rectify the cause of complaint within a reasonable time as determined by the Town. Such notified person shall within the time limited rectify such cause of complaint stated in the notice.

12. No person shall hinder or prevent the Inspector of the Town from carrying out any of their powers or duties.
13. The Town may serve any person who is in violation of any provision of this Bylaw with written notice stating the nature of the violation and requiring the satisfactory correction thereof within 48 hours, or within such additional time as required by this Bylaw or as determined by the Town. Such person shall, within the time stated in such notice, permanently cease all violations. Nothing in this provision shall preclude the Town from proceeding directly to any other enforcement remedy available to it under this Bylaw, the Municipal Government Act, or any other provincial legislation or regulation.

#### **PART 5 – WATER, WASTEWATER AND STORMWATER SYSTEMS RESPONSIBILITY**

14. The Town is hereby authorized to operate a Town Water System for the purposes of supplying the residents and customers within the Town with potable water and fire protection.
15. The Town is hereby authorized to operate a Town Wastewater System for the purposes of collecting, treating and disposing of wastewater produced by any person within the Town.
16. The Town is hereby authorized to operate a Town Stormwater System for the purposes of collecting, treating and disposing of stormwater within the Town.
17. With the exception of the Owners referred to in Sections 126 and 138, herein, all Owners, or other persons occupying or having charge or control of property located within the Town, shall connect to the Town Water System, Town Wastewater System and Town Stormwater System.
18. Council may by resolution enter into agreements with other Municipalities, private corporations or citizens, for the supply of water, wastewater or stormwater services beyond the corporate limits of the Town, subject to such provisions, regulations or rates as may be deemed appropriate.

#### **PART 6 – OPERATIONAL UTILITY WORKS**

19. The installation of all water, wastewater and stormwater mains and related facilities shall be in accordance with the standards and specifications set out in the current Town of Blackfalds Design Guidelines Manual.
20. Where the Town undertakes work pursuant to this Bylaw, the costs to be charged to, and to be payable by, the Owners of property, shall be calculated in accordance with costs and charges specified in Schedule "A".
21. Each lot or parcel and each principal building, shall be provided with separate water, wastewater service connections. Separate stormwater service connections will be determined on a case-by-case basis as determined by the CAO or delegate.
22. No person shall install a utility service line and/or connection without making an application to, and obtaining approval from, the Town, for installation of such service line. A development or servicing agreement signed by the Owner in a form satisfactory to the CAO may be required.

#### **PART 7 – RATES, BILLING AND COLLECTION**



23. Rates for water and wastewater service:
  - a. The various rates to be charged to Owners for the purchase of potable water and the disposal of wastewater shall be as specified in Schedule "B".
  - b. Each Owner shall pay the rates as specified in Schedule "B".
  - c. The rates in Schedule "B" will be reviewed annually by Council.
24. A utility bill showing the value of water and wastewater services provided by the Town for a one-month period for non-residential and residential properties, shall be calculated in accordance with the prescribed rates as soon as is practical. The person registered as the Owner of a building, for which the service is supplied, is responsible for notifying the Town of the occupancy date and billing information.
25. The calculation of the utility bill is based on the consumption of water, the quantity used shall be determined from the present and previous meter readings as recorded by the Town, or if an actual reading is not available, by an estimated consumption, based on the consumption history of the service or Owner of similar characteristic.
26. No reduction in rate or charges shall be made for any interruption in water or wastewater services during a billing period.
27. Obtaining water and wastewater services:
  - a. Under the provisions of the Municipal Government Act, the Town is not obligated to provide utility services to an occupant of the property but must provide service to the Owner of such property on request
  - b. A property Owner who requires utility services may apply to the Town and upon payment of the application fee set forth schedule "B", the Town shall open a utility account in the name of the Owner.
28. The opening of a utility account constitutes a binding agreement between the Owner and the Town for the utility service applied for, and this Bylaw shall constitute the terms and conditions of such agreement.
29. The Town shall supply a copy of the utility bills for an account to:
  - a. A property manager, or, agent of the Owner, at the request of the Owner of the property; and
  - b. To a tenant of the property at the request of the Owner.
30. Utility bill payments
  - a. The Owner shall be responsible for all rates and fees listed in Schedule "A", "B" & "C" of this Bylaw.
  - b. Payments of utility bills are to be made payable to the Town of Blackfalds using any method of payment approved by the CAO.
  - c. Non-receipt of a utility bill will not exempt an Owner from payment for the service received.
31. All water or wastewater utility bills, including interim billings, shall be due and payable on or before the fifteenth (15th) day of each month.

32. If payment is not received on the fifteenth (15<sup>th</sup>) day of the month, a penalty, in the amount of 5% interest on the current monthly billing balance, shall be added to the utility bill.
33. When a utility account and other charges under this Bylaw remain unpaid for a period of 90 days, the outstanding utility account balance, will be added to the corresponding tax roll account for the property.
34. When a property has been sold, a final bill will be calculated on a prorated basis from the date of the last billing to the date of sale.
35. The Town may discontinue the supply of a utility service for any of the following reasons:
  - a. Non-payment of any utility account;
  - b. Inability of the Town to obtain access:
    - i. To a residential premises to read any meter for a period of six (6) months; or
    - ii. To a non-residential premises to read any meter for a period of three (3) months;
  - c. Failure by, or refusal of, a customer to comply with any provision of this Bylaw,
  - d. Failure by, or refusal of, a customer to comply with any provisions of a Provincial statute, the Alberta Building Code, or any regulations there under;
  - e. In any case provided for in this Bylaw;
  - f. Upon request of the customer, and if discontinued at the request of the customer, minimum charges will continue to apply.
36. Where service to a customer is discontinued for any reason set out in the Bylaw, the Town, its officers, employees, or agents shall not be liable for any damages of any kind as a result of the discontinuance of utility services.

#### **PART 8 - EXTENSIONS OF UTILITY CONNECTIONS**

37. In order to obtain service connections to the Town Water System, Town Wastewater System or the Town Stormwater System:
  - a. Owners, or their agents, shall submit water and wastewater system design plans, duly signed by a Professional Engineer, to the Town for review and approval, prior to the start of the service connection construction. Each property must have an outside curb stop readily available near the front property line and otherwise comply with the Town standards.
  - b. When specified by the Town, Owners, or their agents, shall submit stormwater design plans, duly signed by a Professional Engineer, to the Town for review and approval, prior to the start of the service connection construction.
  - c. The Town may require changes to the water, wastewater or stormwater service connection system designs to ensure acceptable standards in design, materials and construction. Costs for design changes are to be borne by the Owner.



- d. In circumstances where utilities are constructed within Town owned property, Owners, or their agents, shall furnish two (2) sets of "as built" plans to the Town within thirty (30) days of completion of the water, wastewater or stormwater service connection systems, and accompanying these "as built" plans shall be a letter indicating that the private water, wastewater and stormwater systems are fully operational. Final "as built" deliverables must also be provided in digital format as specified by the Town's current Design Guidelines Manual.
38. Developing for multi-lot subdivision:
- a. Where any new lot or group of lots is developed, the developer shall arrange, at his own cost, for the installation of approved water, wastewater and stormwater service connection lines.
  - b. Each development will be governed by a development permit, development agreement or servicing agreement.
39. Service connections on Town Property:
- a. The Owner of a property is responsible for all costs of constructing and installing utility service connections which service the Owner's property, regardless of whether the utility service connections are within the Owner's property or within the Town owned or controlled property.
  - b. The Town may install the utility service connection lines within Town property to the Owner's property boundary only, and shall charge the Owner of the property for the costs incurred in accordance with the costs and charges specified in Schedule "A".
  - c. The Town may cause the installation of utility service connections to be performed by a private contractor at the cost of the Owner of the property for whom the utility service connections are installed.
40. An Owner shall be responsible to arrange and pay for the laying of utility service connections within his own property.

#### **PART 9 - OWNER PROVIDED UTILITY SERVICE CONNECTIONS**

41. The Owner shall be solely responsible for ensuring the Water System, Wastewater System, Stormwater System is properly designed, installed, operated and maintained on private property and shall protect the same.
42. Town repair of utility service connections:
- a. The Town shall be responsible for the maintenance and repair of the water, wastewater and stormwater utility service lines on Town lands, including the thawing of frozen lines from the main, up to, and including, the curb stop valve. Due to the nature of this exercise, access to the building must be provided by the Owner.
  - b. Should damage to the water, wastewater and/or stormwater utility lines be caused by the negligence or improper action of the Owner or the occupant of the property, costs for repair and/or thawing of frozen lines, will be charged to the Owner of the property at the discretion of the CAO.
43. Where the Town does not install the utility service connection lines, the Town shall have the right to inspect the lines:
- a. The Owner shall advise the Town of the time of installation of utility service connection lines and shall allow the Town reasonable opportunity to inspect the installation for conformance to Town standards and specifications.

- b. When making a request for an inspection, a minimum of 48-hour notice is required by the Town. Inspections will only be done only during the Town's regular work hours.
  - c. Persons excavating for utility service lines or connections shall not backfill until a request for inspection has been made to the Town and the Town has completed an inspection and approved the installation.
  - d. Persons backfilling, before requesting and receiving an inspection by the Town, may be required by the Town inspector to dig out and expose the utility service connection lines, at the Owner of the property's cost, so that a proper inspection can be done.
44. For multi-residential and commercial buildings:
- a. The Town will not supply water or wastewater services to two or more Commercial buildings that front on the same street and which are located on the same parcel of land. Each Commercial building must be serviced individually.
  - b. The Town will only supply single utility service connections to multi-residential buildings. Each multi-residential building will be responsible for providing water and wastewater utility service connections to individual dwellings

#### **PART 10 - TEMPORARY WATER, STORMWATER OR WASTEWATER SERVICES**

- 45. A person who wishes for temporary water service shall make application and enter into an agreement with the Town, and shall pay the Town in advance the whole cost of utility service construction, including the cost of removal for temporary systems when no longer required.
- 46. A person requiring temporary water services shall safeguard all systems or attachments supplied by the Town and meeting the requirements of the Town.

#### **PART 11 – SAMPLING AND MONITORING**

- 47. Where sampling is required for the purposes of determining the concentration of constituents in the wastewater or stormwater, the sample may:
  - a. Be collected manually or by using an automatic sampling device; and
  - b. Contain additives for its preservation.
  - c. For the purpose of determining compliance with this Bylaw, discrete wastewater or stormwater streams within premises may be sampled, at the discretion of the Inspector.
  - d. At the time of development, the Owner of any industrial, commercial, manufacturing or institutional premises or multi-family residential building shall install a Monitoring Access Point as required and ensure that it is accessible to the Inspector for the purposes of observing, sampling and flow measurement.
  - e. Existing development prior to the adoption of this Bylaw that is found to be a contravention of this Bylaw may be required to install a Monitoring Access Point as specified by the Town.
  - f. Any single Grab Sample may be used to determine compliance with any provision of this Bylaw.

- g. All tests, measurements, analyses and examinations of wastewater or stormwater, its characteristics or contents pursuant to this Bylaw shall be carried out in accordance with Standard Methods and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Inspector as agreed in writing prior to sample analysis.
- h. The following businesses require Sampling Ports when it is not possible to install a Monitoring Access Point:
  - i. Dental offices;
  - ii. Businesses using photographic processing equipment;
  - iii. Dry cleaners;
  - iv. Vehicle washing; or
  - v. Any other business identified by the Town.

## **PART 12 – SPILLS**

- 48. In the event of a spill on the ground or to a Wastewater System and/or Stormwater System, the person responsible for the spill or the person having the charge, management and control of the spill shall immediately notify and provide any requested information with regard to the spill to:
  - a. Alberta Environment and Parks;
  - b. The Town of Blackfalds;
  - c. The Owner(s) of the premises impacted
  - d. 911 Emergency only if there is any immediate danger to human health and/or safety; or
- 49. If there is no immediate danger, the person responsible for the spill or the person having the charge, management and control of the spill shall notify and provide any requested information with regard to the spill to:
  - a. The Town of Blackfalds;
  - b. The Owner(s) of the premises where the release occurred impacted; and
  - c. Any other person whom the person reporting knows or ought to know may be directly affected by the release.
- 50. Nothing in this Bylaw relieves any persons from complying with any notification or reporting provisions of:
  - a. Other government agencies, including federal and provincial agencies, as required and appropriate for the material and circumstances of the spill;
  - b. Alberta Environment and Parks; or
  - c. Any other Bylaw of the Town.
- 51. The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment and wildlife, clean

up the spill and contaminated residue, disposed of affected materials at an appropriate waste disposal facility and restore the affected area to its condition prior to the spill.

52. Thereafter, that person shall provide a detailed report on the spill to the Town, within five working days after the spill, containing the following information to the best of their knowledge:
- name and telephone number of the person who reported the spill and the location and time where they can be contacted;
  - location where spill occurred; date and time of spill; material spilled; characteristics and composition of material spilled; volume of material spilled; duration of spill event;
  - work completed, waste disposal location(s) used, and any work still in progress in the mitigation of the spill; and
  - preventive actions being taken to ensure a similar spill does not occur again; and copies of completed spill prevention and spill response plan.
53. The Town may invoice the person responsible for the spill to recover all costs arising because of the spill and such person shall pay the costs invoiced.
54. The Town may require the person responsible for the spill to prepare and submit a spill contingency plan to indicate how risk of future incidents will be reduced and how future incidents will be addressed. All costs related to this will be the responsibility of the Owner.

### **PART 13 - RESTRICTED MATERIALS IN UTILITY SYSTEMS**

55. No person shall throw, deposit or leave in, or upon, the Town Water System, Town Wastewater System or Town Stormwater System or any trap, grating, or manhole, any material that may cause blockage of the Town Water System, Town Wastewater System, or Town Stormwater System including its mains or service connections.
56. No person shall discharge into the Town Wastewater System or Stormwater System or any trap, drain or manhole connected therewith, any deleterious substance or restricted material, that would prejudicially affect the Town Wastewater System or Stormwater System, adversely affect the environment, or which would cause pollution or are hazardous to persons or the environment.
57. No person shall connect with the Town Wastewater System or Stormwater System, or any drain or pipe connected therewith, by any means, for the purpose of conveying any inflammable, explosive or hazardous material.
58. No person shall directly or indirectly connect with the Town Wastewater System or Stormwater System for the purpose of conveying any surface water collected by drainage in weeping tile, eaves trough or roof spouts.
59. No person shall discharge the contents of any privy vault, manure pit or cesspool, directly or indirectly, into the Town Water System, Town Wastewater System or Town Stormwater System, or any drain connected therewith.
60. No person shall turn, lift, remove, raise, or tamper with the cover of any manhole, or ventilator of the Town Wastewater System, Town Stormwater System or Town Water System, without prior written authorization from the Town.

61. No person shall cut, break, pierce or tap into the Town Wastewater System, Town Stormwater System, or Town Water System without prior, written authorization from the Town.
62. The Town may, upon reasonable notice and at reasonable times, enter buildings or other places, which have been connected to the Town Wastewater System or Town Stormwater System, to ascertain whether or not any improper material or liquid is being discharged in wastewater or stormwater, and the Town shall have the right to use any test, or other means necessary, to determine compliance with this Bylaw and to stop or prevent the discharge of any substances that are contrary to this Bylaw.
63. Discharges from trade, industrial or manufacturing process:
  - a. No waste or discharge resulting from any trade, industrial or manufacturing process, shall be directly discharged into the Town Wastewater System or Stormwater System without first being treated
  - b. The necessary pre-treatment works prescribed by the Town shall be completely installed by the customer at his expense, prior to the construction of the wastewater or stormwater connection and shall be continuously maintained and operated by the customer.
64. No person shall discharge, or allow to be discharged, into the Town Wastewater System any materials found listed in Schedule "D" at a level which exceed the levels listed in Schedule "D".
65. No person shall discharge, or allow to be discharged into the Town Stormwater System, any Deleterious substance.
66. Any person who breaches Part 12 of this Bylaw shall, in addition to the penalty prescribed in Schedule "C", be liable for all costs incurred by the Town in remediating the situation caused by that breach, including all clean-up and inspection costs.

#### **PART 14 – GOVERNING THE PROVISION AND USE OF WATER SYSTEM**

67. The Town shall endeavor to provide notice to customers of an interruption of service described herein and shall seek to minimize the inconvenience to customers as may be possible and reasonable.
68. No Customer, Owner, or Occupant of any building or property supplied with water by the Town, shall sell or otherwise dispose of from the property, give away, or permit water to be taken or carried away from the property, unless authorized by the Town in writing.
69. The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, maintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.
70. If the Town cannot access the meter, shut off valve, or curb stop for any reason, the Town may charge a "No Access Fee" to the Owner as set forth in Schedule A.

#### **PART 15 – WATER SYSTEM: INSPECTION OF PREMISES**

71. The Town may inspect the premises of an Owner who applies to the Town for the supply of water in order to determine if it is advisable to supply utility to such Owner.
72. The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on water piping or fixtures belonging to such Owner so as to determine if this Bylaw is being complied with. If such Owner fails or refuses to give such permission, the supply of water to that Owner's property may be shut off and/or a penalty rendered.

#### **PART 16 – WATER UTILITY RESTRICTIONS**

73. In the event of construction, maintenance, repairs, emergency, shortage of water, water bans, or in connecting or repairing of service connections, or the maintenance or repair of the Town Water System, or any part thereof, the Town shall have the right to shut off the water from any customer without notice and keep it off as long as may be necessary.
74. The Town does not guarantee the pressure nor the continuous supply of water, and the Town reserves the right at any, and all, times, without notice, to change operating water pressures and to shut off water. The Town, its officers, employees or agents shall not be liable for any damages of any kind due to changes in water pressure, the shutting off of water, or by reason of the water containing sediments, deposits or other foreign matter.
75. The Town may have the water shut off to the property of any Owner or Customer breaching any of the provisions of this Bylaw, and in cases where the water has been shut off for allowing waste due to leaks or defects in pipes or connections, the Town may refuse to restore water services until the defects have been repaired and any fines have been paid.
76. When an emergency in water supply occurs, the CAO may restrict the use of water from the Town supply system.

#### **PART 17 – WATER UTILITY WASTAGE**

77. No Owner shall cause, permit or allow the discharge of water so that it runs to waste or useless, whether by reason of leakage from private water service connection, a faulty plumbing system or otherwise.
78. Notwithstanding the foregoing, the Town may under such condition as the Town may consider reasonable allow water discharge for the purposes of:
  - a. The installation and maintenance of infrastructure, including flushing of water mains, hydrant leads and Town service connections to prevent stagnation and/or to remove deleterious materials;
  - b. Preventing the freezing of water mains, hydrants leads, and services connections;
  - c. Conducting water flow tests;
  - d. Firefighting and associated training programs; or
  - e. Other purposes as deemed necessary by the Town.

#### **PART 18 – REQUIREMENT TO USE LOW-FLOW PLUMBING FIXTURES**

79. Any person installing plumbing fixtures for any new construction or renovation project that requires a plumbing permit shall install only low-flow plumbing fixtures.



80. The requirements of this Bylaw shall not apply to plumbing facilities installed for safety or emergency purposes including emergency safety showers and face / eye wash stations.

#### **PART 19 – REPAIR AND MAINTENANCE OF EXISTING WATER SERVICES**

81. The Owner of the property shall be responsible for the repair and maintenance of the water service line, and connections within his own property.
82. Repair of water service connections and lines on the Owner's property:
- a. Where the exact location of a water service problem cannot be determined to be either, clearly within the Town lands, or on the Owner's property, the Town may undertake additional survey and/or inspection measures to determine the location of the problem. Costs of this service will be borne by the owner of the lands.
  - b. If a water service problem exists within the Town lands, the Town will continue to complete repairs;
  - c. If a water service problem is found to exist on private property, the Owner shall be responsible for the costs incurred by the Town to that point and going forward. All costs incurred by the Town will be the responsibility of the Owner.
83. Where the Owner undertakes the repair of a water service line or connection on his own property and finds that the problem exists on the portion of line for which the Town is responsible, the Town may complete the repairs or hire a contractor to do so on its behalf.
84. Replacement of water service lines:
- a. If the Owner of a property wishes to replace a water service line, it shall be at the Owner's expense.
  - b. Where a water service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner's expense.
  - c. Installation of replacement of water service lines shall be governed by the process set out in Parts 7 and 8 of this Bylaw.

#### **PART 20 – WATER SYSTEM: TREES AND ROOTS**

85. No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.
86. If it is determined that a blockage or leak in a private water service is caused by a tree located on private property, either adjacent or direct, the Town shall have no obligation to clear the blockage.
87. If it is determined that a blockage or leak in a private water service is caused by a tree located on Town property, the Town will repair the water pipe and remove the tree at the Town's expense.
88. If it is determined that a blockage or leak in the Town's water main or any other part of the Town Water System is caused by tree roots extending from trees located on private property, either adjacent or direct, the Town will, at the property Owner's expense, repair the water pipe and remove the trees.

**PART 21 – OPERATION & TESTING OF WATER SERVICE VALVES**

89. Water shall be shut off at the curb stop valve and no person shall turn on, or attempt to turn on, the water except where authorized by the Town in writing.
90. The Owner or Occupant of a property shall ensure that the water service curb stop valve remains accessible and exposed. Where the Owner or occupier damages, or causes, the curb stop valve to become inoperative or prevent access to, he shall be responsible for costs incurred by the Town to repair or expose the curb stop valve.
91. The Town is authorized to arrange for the removal of any obstructions, restricting access to the curb stop valve or water meter or radio, at the cost of the Owner.
92. Application for the testing of a water line:
  - a. A plumber may, after obtaining permission from the Director or his designate, operate a curb shut off valve up to 1" (25 mm) in diameter for the purpose of:
    - i. testing his own piping in the case of a new installation:  
and
    - ii. replacing or renewing of a service line.
  - b. If water is required to test plumbing before a meter is installed, a plumber may temporarily install a meter spacer pipe.
  - c. After completion of work under this section, the authorized plumber shall immediately close the valve and remove the temporary meter spacer pipe.
  - d. A plumber shall not operate any of the curb stop valves of 25 mm (1"), or larger in size, for any purpose.
  - e. All Owners having a meter shall, at the Owner's sole cost and expense, supply and maintain valves on both sides of and within 300 mm (12") of the meter.

**PART 22 – PROVISION OF FIRE PROTECTION WORKS**

93. When an Owner wishes to provide fire protection by means of sprinkler heads, fire hydrants, or outlets for hose lines, or some other manner, the Owner must apply for a special service pipe in accordance with the process set out in Part 7 of this Bylaw.
94. When an application is approved by the Town for a separate special service pipe to be utilized for fire protection, all costs are at the property Owner's expense, including the costs of the service connections between the Owner's property and the Town Water System.
95. The Town shall maintain, at its expense, that portion of the special service pipe between the main and the Owner's property line where a tapping valve and sleeve from the connection of the main, or between the main and control valve, when the control valve is located within 1.2 meters (4 feet) of the property line.
96. Fire protection service connections constructed on lands under the control or ownership of the Town shall become the property of the Town upon acceptance by the Town.

**PART 23 – PUBLIC OR PRIVATE FIRE HYDRANTS:**



97. Unless authorized by the Town, no Person shall:
- a. open or close any fire hydrant or valve;
  - b. connect any device of any kind to a fire hydrant, including a pipe, hose, fixture, or appliance; or
  - c. use water from a fire hydrant, regardless of whether that hydrant is located on private or public property, for any purpose other than fire protection.
98. No property Owner or occupant of a parcel or premises shall allow the access to a fire hydrant located on or adjacent to that parcel or premises to be obstructed in any manner, whether by the building or erection of any structure or the accumulation of any building material, rubbish, snow or other obstruction including but not limited to trees and or shrubs.
99. No property Owner or Occupant of a parcel or premises shall allow anything on the parcel or premises to interfere with the operation and maintenance of a fire hydrant located on or adjacent to that parcel or premises.
100. All persons who own property on which a fire hydrant is located or own property which is adjacent to Town owned property on which a fire hydrant is located shall:
- a. maintain a minimum of four (4) metre clearance all around a fire hydrant and a minimum of four 4 metre clearance above the hydrant;
  - b. not permit anything to be constructed, erected, or placed within the clearance area;
  - c. not permit anything except grass to be planted within the clearance area; and
  - d. maintain visibility of hydrants from the nearest access road.
  - e. All private hydrants will be maintained by the property Owner. Records of maintenance will be provided on a yearly basis to the Town upon request.

#### **PART 24 – WATER METERS**

101. All water supplied by the Town to an Owner shall be measured by a meter unless otherwise provided for in this Bylaw.
102. Where, at the time of passage of this Bylaw, a water service is not metered, the Town shall install a meter at a cost to the Owner as specified in Schedule "A".
103. All water meters shall be supplied and installed by the Town with all costs specified in Schedule "A" being charged to the Owner of the property, or the general contractor in charge of the property, to which the meter has been installed.
104. Placement of water meters:
- a. The Town will supply water meters as specified in Schedule "A" and maintain all water meters as required and may install remote readout indicators where necessary or desirable.
  - b. The Owner will be responsible for managing the installation of the meter for his building with the Town.

- c. The Town may undertake any repairs necessary to the meter and remote readout indicators to ensure proper operation.
105. Owners shall ensure access to all parts thereof to the Town for the purposes of installing, maintaining or reading a meter.
106. Installation of water meters:
- a. Every Owner shall make allowance for the installation of water meters in accordance with the Town's specifications.
  - b. Every Owner shall make allowance for the installation of a remote reading device in an easily accessible location inside the building, or on the outside, and at the front, of the building in accordance with the Town's specifications.
107. Protection of water meters:
- a. The Owner shall provide adequate protection for the water meter and any associated valves or pipes against freezing, heat or any other internal or external damage of any kind which may affect the operation of the water meter or meters, failing which the Owner shall pay all costs associated with the repair.
  - b. No person other than an authorized Town employee shall install, test, repair, remove, disconnect, and/or reconnect a meter unless specifically authorized to do so in writing by the Town.
  - c. No person shall break, tamper or interfere with any water meter, appurtenances or facility.
  - d. The Owner shall notify the Town immediately whenever a water meter is not operating or if any part of a meter becomes damaged or broken.
  - e. The Owner is responsible for the safe keeping of any water meter and any Remote Reading Device that is installed on the Owner's premises.
  - f. The Owner shall pay the cost of repairing or replacing any water meter or metering accessories supplied and installed that may be damaged from any causes within the control of the Owner.
108. The Town may seal installed water meters and no person, except as authorized by the Town, shall break or tamper with any such seal.
109. Any person who tampers with a water meter is guilty of an offence and subject to the penalties as specified in Schedule "C".
110. Reading of water meters:
- a. The Town may read the actual consumption from the meter rather than from the remote reading devices, in which case, the next utility billing will be calculated using the actual consumption.
  - b. When an Owner requests a meter reading at a time other than the regular scheduled time for meter reading, the Owner may be assessed a fee as set forth in "Schedule A".
111. Testing of water meters:
- a. If a meter reading is disputed by either the Town or the Customer, the party disputing the reading shall give a written notice to the other party.

- b. Prior to the Town conducting water meter testing, the Owner will be required to pay the fee as specified in "Schedule A".
- c. Once a written notice has been given under Section 66.a), the Town shall arrange for the meter to be tested or calibrated by a qualified official delegated by the Town.
- d. If upon testing or calibrating, the meter is found to be recording accurately, which, for this purpose, is defined as recording between 98.5% and 101.5% of the water passing through the meter, the expense of such test or calibration shall be borne by the party who gave notice under Section 111.b), in the amount specified in Schedule "A".
- e. If a meter is found not to be accurate within the limits set out in Section 111.d), the meter shall forthwith be repaired, or replaced by another meter, and the expenses of such repair or replacement shall be borne by the Town. Where the Owner paid a fee for testing, the Town will reimburse the fee paid for by the Owner.
- f. If a meter is found not to be accurate, the accounts, based upon the readings of that meter, for a maximum of 12 (twelve) monthly bills (consumption portion of the monthly bill) immediately preceding the date of such test, shall be corrected to reflect the error of the meter, and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the Town and the Customer as full settlement to the date of the test of any claim that may arise out of a meter error.

#### **PART 25 – WATER METER CHAMBER**

- 112. When in the opinion of the Town, the premises to be supplied with water are too far from the Town service connection to conveniently install a meter in the premises, or if a number of buildings are to be supplied or for any other reason in the opinion of the Town, then the Owner shall, at the Owner's expense, construct and maintain an approved container for a meter and such container shall in all respects including location, construction size, access and otherwise be satisfactory to the Town.

#### **PART 26 – CROSS CONNECTIONS AND BACKFLOW PREVENTION**

- 113. No person shall connect, cause to be connected, or allow to remain connected, to the Town Water System, any piping, fixture, fitting, container or appliance, in a manner which, under any circumstances, may allow water, wastewater or any other liquid, chemical or substance to enter the Town Water System.
- 114. Owners must allow a Town inspector full access to their residences or facilities in order to evaluate and/or inspect possible cross connections and existing or newly installed backflow preventers.
- 115. For the purposes of preventing a cross connection prohibited in Part 25, the Director may require any Owner to install a testable cross connection control device at the expense of the Owner.
- 116. Any Owner required by the Director, or by any Act, regulation or code, to install a testable cross connection control device shall:
  - a. Ensure that the testable cross connection control device installed is inspected and tested on a yearly basis;
  - b. Report the results of the inspection and testing to the Director, on the form prescribed by the Director, within the time frame specified by the Director.

117. Any Owner required by the Director to install a testable cross connection control device, shall only install such devices as approved by the Director.
118. Every Owner required by Part 24 and 25 to install a testable cross connection control device, shall ensure that it is only inspected and tested by persons approved by the Director. In approving persons to inspect and test cross connection control devices, the Director may take into consideration the following qualifications:
- a. A certificate from an accredited organization as a Certified Backflow Prevention Device Tester;
  - b. A calibration certificate for test equipment;
  - c. History of non-compliance with occupational health and safety acts and regulations;
  - d. Another trade or professional qualification (e.g. Plumbing Certificate, Sprinkler Fitter Certificate, etc.); and
  - e. Liability insurance coverage.
119. If an Owner fails to have a testable cross connection control device inspected or tested, or fails to report the results of the inspection or testing to the Director, the Director may:
- a. Require the Owner to have the testable cross connection control device inspected and tested, and a test report submitted to the Director, within the time frame specified by the Director; and
  - b. Discontinue providing water service to the Owner until the Owner has the testable cross connection control device inspected and tested, and has submitted a report with satisfactory results, to the Director.
120. Any Owner with a testable cross connection device shall display an up to date information record card issued by the Town on, or immediately adjacent to, each testable cross connection control device.

#### **PART 27 – PRIVATE WATER SERVICES & GROUND WATER SYSTEM**

121. No Owner of property in the Town, shall use a well or other source of water, except the Town Water System, without written permission from the CAO.
122. No person except the Town may drill a water well, on private or public land, within the boundaries of the Town, unless authorized in writing by the CAO.
123. No permits to drill a new well within the Town will be issued by the Town after the date this Bylaw becomes effective.
124. The Owner of a property, which contained a water well or water system or supply prior to the property's annexation by the Town, may continue to operate such well until the Town has installed a water system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Water System and, if connected to any other water system, or supply (including a well) to disconnect from that water system and connect to the Town Water System.

125. All Persons having charge of, or being Owners or occupiers of property containing a well or other source of supply of water, other than Town Water System, may apply to the CAO for permission to use the water in such well or other source of supply of water. The CAO, at his discretion, may deny the application, or grant the application subject to such conditions as the CAO may deem appropriate, including conditions on the use of such well or other source of supply of water.
126. Upon complying with the conditions prescribed in Section 26, the applicant may be granted a permit to use the water in the well or other source of supply of water. Any such permit may be withdrawn by the CAO at any time without notice, and no Person shall use a well or other source of supply of water after a permit for use of same has been withdrawn.
127. If the use of any well or other source of supply of water is continued, contrary to the provisions of this Bylaw, the CAO may issue an order that use of the well or other source of water cease immediately and that the well or other source of supply of water shall be disconnected, removed, plugged, filled up or otherwise abated.

#### **PART 28 – GOVERNING THE PROVISION AND USE OF WASTEWATER SYSTEM**

128. The Town shall endeavor to provide notice to customers of an interruption of service described herein and shall seek to minimize the inconvenience to customers as may be possible and reasonable.
129. No Customer, Owner, or Occupant of any building or property supplied with water by the Town, shall sell or otherwise dispose of from the property, give away, or permit wastewater to be taken or carried away from the property, unless authorized by the Town in writing.
130. The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, maintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.
131. If the Town cannot access the dwelling for any reason, the Town may charge a “No Access Fee” to the Owner as set forth in Schedule A.

#### **PART 29 – WASTEWATER SYSTEM: INSPECTION OF PREMISES**

132. The Town may inspect the premises of an Owner who applies to the Town for the connection of wastewater in order to determine if it is advisable to supply utility to such Owner.
133. The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on water piping or fixtures belonging to such Owner so as to determine if this Bylaw is being complied with. If such Owner fails or refuses to give such permission, the supply of water to that Owner’s property may be shut off and/or a penalty rendered.

#### **PART 30 – REPAIR AND MAINTENANCE OF EXISTING WASTEWATER SYSTEM**

134. The Owner of the property shall be responsible for the repair and maintenance of the wastewater service line, and connections within his own property.
135. Repair of existing wastewater service lines:
  - a. If an Owner, believes that the wastewater service is performing poorly or that it repeatedly causes problems, the Owner may request the Town in

writing to repair or replace the wastewater service line within the street. Before action is taken by the Town, the Owner may be requested to camera the wastewater service line, at the Owner's expense, to determine the nature of the problem.

- b. If a problem is, or problems are, found to be on both the Owner's private property and the Town property, it will be the responsibility of the Owner of the property to repair his side of the wastewater service line before the Town will undertake repairs to the wastewater service line on the Town's property.
- c. If the problem is, or problems are found to be located entirely on the Town's property, the Town will reimburse the Owner for camera costs and will repair the wastewater service line at its own expense.

136. Replacement of wastewater service lines:

- a. If the Owner of a property wishes to replace a wastewater service line, it shall be at the Owner's expense.
- b. Where a wastewater service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner's expense.
- c. Installation of replacement wastewater service lines shall be governed by the process set out in Parts 7 and 8 of this Bylaw.

137. The Owner of the property shall be responsible for clearing any blockages in the wastewater service line from the building on the property to the main Town owned wastewater service line to which it connects to.

### **PART 31 – PRIVATE WASTEWATER SYSTEM**

138. The Owner of a property, which operated a wastewater collection and disposal system prior to the property's annexation by the Town, may continue to operate a wastewater collection and disposal system until the Town has installed a wastewater collection and disposal system within a road, easement, public utility lot or other property controlled by the Town, at which time the CAO may require the Owner of a property adjacent to such road, easement, public utility lot or other property controlled by the Town, to provide, or pay for, a service connection to the Town Wastewater System.

### **PART 32 – PROHIBITED SUBSTANCES IN WASTEWATER**

139. No person shall discharge, or allow to be discharged, into the Town Wastewater System any materials found listed in Schedule "D" at a level which exceed the levels listed in Schedule "D".
140. No person shall allow the discharge from a Stormwater System to enter into the Town Wastewater System.

### **PART 33 – DENTAL WASTE AMALGAM SEPARATOR**

141. Every Owner or operator of premises from which Dental Amalgam may be discharged, which waste may directly or indirectly enter wastewater shall:
- a. Install in any piping system at its premises that connects directly or indirectly to the wastewater system, Dental Amalgam Separators with at least 95% removal efficiency in amalgam weight and which are certified as compliant with ISO 11143 – "Dental Equipment: Amalgam Separators", as amended;



- b. Operate and maintain all Dental Amalgam Separators in good working condition and according to the manufactures recommendations;
- c. Provide an approved Monitoring Access Point which is readily and easily accessible at all times for inspection; and
- d. Provide to the Inspector on request a maintenance schedule and record of maintenance for each installed Dental Amalgam Separator.

#### **PART 34 – GREASE, OIL & SOLIDS INTERCEPTION IN WASTEWATER**

- 142. Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries, and such other places as the Town may direct. The owner of the property and the building will be responsible for the maintenance of the grease traps.
- 143. Residential, Industrial and Commercial building sumps:
  - a. Interceptors of sufficient size and approved design shall be placed on the waste pipes from all car washes and any other buildings that may cause excess dirt and debris to pass into the Town Wastewater System.

#### **PART 35 – WASTEWATER SYSTEM: TREES AND ROOTS**

- 144. No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.
- 145. If it is determined that a blockage in a private wastewater service is caused by a tree located on private property, either adjacent or direct, the Town shall have no obligation to clear the blockage.
- 146. If it is determined that a blockage in a private wastewater service is caused by a tree located on Town property, the Town will clear the blockage and either place the service line on a root- cutting maintenance program, re-line or repair the wastewater pipe and remove the tree(s) at the Town's expense.
- 147. If it is determined that a blockage in the Town's wastewater main or any other part of the Town Wastewater System is caused by tree roots extending from trees located on private property, either adjacent or direct, the Town will, at the Property Owner's expense, clear the blockage and either place the sewer on a root- cutting maintenance program, re-line or repair the sewer pipe and remove the tree(s).

#### **PART 36 – GOVERNING THE PROVISION AND USE OF STORMWATER SYSTEM**

- 148. The Town shall endeavor to provide notice to customers of an interruption of service described herein and shall seek to minimize the inconvenience to customers as may be possible and reasonable.
- 149. No Customer, Owner, or Occupant of any building or property supplied with stormwater system by the Town, shall sell or otherwise dispose of from the property, give away, or permit stormwater to be taken or carried away from the property, unless authorized by the Town in writing.
- 150. The Town may remove obstructions on the premises or road allowances that are interfering with the performance of providing, maintaining, or terminating the supply of a utility service and may charge the Owner the costs associated with such removal. The Town will use reasonable care to avoid damaging the obstruction during the removal. The Town shall not be responsible for any restoration costs associated with such removals, should they be incurred.

151. If the Town cannot access the dwelling for any reason, the Town may charge a “No Access Fee” to the Owner as set forth in Schedule A.

#### **PART 37 – STORMWATER SYSTEM: INSPECTION OF PREMISES**

152. The Town may inspect the premises of an Owner who applies to the Town for the connection of stormwater in order to determine if it is advisable to supply utility to such Owner.
153. The Town may, with the permission of the Owner, inspect the premises of the Owner in order to do any tests on piping or fixtures belonging to such Owner so as to determine if this Bylaw is being complied with. If such Owner fails or refuses to give such permission, the supply of water to that Owner’s property may be shut off and/or a penalty rendered.

#### **PART 38 – REPAIR AND MAINTENANCE OF EXISTING STORMWATER SYSTEM**

154. The Owner of the property shall be responsible for the repair and maintenance of the stormwater service line within his own property.
155. Repair of stormwater service connections and lines on the Owner’s property:
- a. Where the exact location of a stormwater service problem cannot be determined to be either, clearly within the Town lands, or on the Owner’s property, the Town may undertake to determine the location of the problem.
  - b. If a stormwater service problem exists within the Town lands, the Town will complete repairs;
  - c. If a stormwater service problem it is found to exist on private property, the Owner shall be responsible for the costs incurred by the Town to that point and the Owner shall be responsible for the completion of the repairs.
156. Where the Owner undertakes the repair of a stormwater service line or connection on his own property and finds that the problem exists on the portion of line for which the Town is responsible, the Town will complete the repairs.
157. Replacement of stormwater service lines:
- a. If the Owner of a property wishes to replace a stormwater service line, it shall be at the Owner’s expense.
  - b. Where a storm water service line needs replacement because it can no longer be economically repaired, the replacement must be undertaken by the Owner at the Owner’s expense.
  - c. Installation of replacement stormwater service lines shall be governed by the process set out in Parts 7 and 8 of this Bylaw.
158. The Owner or occupant of a property shall ensure that stormwater infrastructure remains accessible and exposed. The Town is authorized to arrange for the removal of any obstructions, restricting access to the stormwater infrastructure, at the cost of the Owner.
159. Where the Owner or occupier damages, or causes, stormwater infrastructure to become inoperative, he shall be responsible for costs incurred by the Town to conduct repairs.
160. The Owner of any dwelling shall design and connect a Stormwater System to allow discharge to the stormwater with relief discharge to the surface.



The Stormwater System shall be installed by the Owner in such a manner as to comply with all Town Bylaws, standards and policies and other applicable regulatory authorities and without causing excessive pooling or icing on public or private property.

#### **PART 39 – DISCHARGE OF PROHIBITED SUBSTANCES IN STORMWATER SYSTEM**

161. Only stormwater is permitted to be disposed into the stormwater system. No person shall discharge or allow to be discharged into the Town Stormwater System, any substance including but not limited to any deleterious substances, and/or restricted substances identified in Schedule D.

#### **PART 40 – GREASE, OIL & SOLIDS INTERCEPTION IN STORMWATER**

162. Grease, oil and sediment separators of sufficient size and approved design shall be placed in manholes and/or catch basins into the Town Stormwater System as determined by the Town of Blackfalds. The Owner of the property will be responsible for the maintenance of the separators.

#### **PART 41 – STORMWATER SYSTEM: TREES AND ROOTS**

163. No person shall plant deep rooting trees such as willow, poplar or elm within a minimum of 6 metres of a water mains or lateral services; all other species shall be at a minimum of 4 metres from water mains or lateral services.
164. If it is determined that a blockage in a private stormwater utility service is caused by a tree located on private property, either adjacent or direct, the Town shall have no obligation to clear the blockage.
165. If it is determined that a blockage in a private stormwater service is caused by a tree located on Town property, the Town will clear the blockage and either place the sewer on a root- cutting maintenance program, re-line or repair the service line and remove the tree(s) at the Town's expense.
166. If it is determined that a blockage in the Town's stormwater service main or any other part of the Town Stormwater System is caused by tree roots extending from trees located on private property, either adjacent or direct, the Town will, at the property Owner's expense, clear the blockage and either place the sewer on a root- cutting maintenance program, re-line or repair the service line and remove the tree(s).

#### **PART 42 – PENALTIES**

167. Charges as prescribed in Schedule "A" will be imposed on any Customer issuing a cheque to "The Town of Blackfalds" which is dishonoured or returned with a notification of non-sufficient funds (N.S.F.) and those charges shall be added to their utility account.
168. Any Person who breaches or contravenes any provision of this Bylaw is guilty of an offence and upon summary conviction, is liable to pay a fine as prescribed in Schedule "C", in addition to any further or other sanction a court may impose.

#### **PART 43 – REPEAL**

169. That Bylaw 1150.13 is hereby repealed upon this Bylaw coming into effect.

#### **PART 44 – DATE OF FORCE**

170. That this Bylaw shall come into effect, upon the date on which it is finally read and passed.



**TOWN OF BLACKFALDS  
BYLAW 1212/17**

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READ for the first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_\_\_.

(RES. \_\_\_\_\_ )

\_\_\_\_\_  
**MAYOR RICHARD POOLE**

\_\_\_\_\_  
**CAO MYRON THOMPSON**

READ for the second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_\_\_.

(RES. \_\_\_\_\_ )

\_\_\_\_\_  
**MAYOR RICHARD POOLE**

\_\_\_\_\_  
**CAO MYRON THOMPSON**

READ for the third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_\_\_.

(RES. \_\_\_\_\_ )

\_\_\_\_\_  
**MAYOR RICHARD POOLE**

\_\_\_\_\_  
**CAO MYRON THOMPSON**



**TOWN OF BLACKFALDS  
BYLAW 1212/17**

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**SCHEDULE "A"**

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Meter installation cost	
5/8" Meter	At Cost + 25%
3/4" Meter	At Cost + 25%
1" Meter	At Cost + 25%
1 1/2" Meter	At Cost + 25%
2" Meter	At Cost + 25%
3" Meter	At Cost + 25%
4" Meter	At Cost + 25%
6" Meter	At Cost + 25%
Water line connection rates	
1" from main to property	At Cost + 25%
1 1/2" from main to property	At Cost + 25%
2" from main to property	At Cost + 25%
Wastewater line connection rates	
4" from main to property	At Cost+ 25%
6" from main to property	At Cost+ 25%
Stormwater line connection rates	
4" from main to property	At Cost+ 25%
6" from main to property	At Cost+ 25%
Construction restoration	
	At Cost+ 25%
Miscellaneous rates	
"No Access Fee" - request service call and Town employee unable to enter premises or make connection	\$ 50.00 (per call)
Turn water off and/or on for construction and/or repairs during regular hours	\$ 50.00 (per call)
during after hours	At Cost
Water service removal (including construction restoration)	At Cost+ 25%
Repairs to water meters (damaged by homeowner or tenant)	
	At Cost+ 25%
Thawing water or wastewater service	At Cost+ 25%
Repair to damaged stand pipe	At Cost+ 25%
Cleaning plugged wastewater service lines after hours	At Cost+25% At Cost+25%
Water turn off/on requested	
during regular hours	\$ 50.00
after regular hours	At Cost
Administration fee: (initiating account)	\$ 25.00
Water meter installation	\$ 25.00
Owner requested meter reading	
Meter testing – in house	\$ 50.00
Meter testing – out sourced	At Cost + 25%
Miscellaneous items at cost plus 25% as determined by Administration.	



**TOWN OF BLACKFALDS  
BYLAW 1212/17**

**SCHEDULE "B"**

**COMMERCIAL AND RESIDENTIAL WATER AND WASTEWATER RATES**  
(Rates Effective January 1, 2020)

**WATER RATES**

Each customer shall pay for water services supplied to him the aggregate of amounts determined as per below:

A. Minimum Rate: Fixed base rate as below:

The fixed base rate monthly charge shall be determined by the size of the meter supplied to each customer as follows:

5/8" (16mm) and 3/4" (19 mm)	\$17.06 fixed rate
1" (25 mm)	Cost of 3/4" meter multiplied by 2.5
1 1/2" (38 mm)	Cost of 1' meter multiplied by 2.5
2" (50 mm)	Cost of 1 1/2' meter multiplied by 2.5
3" (75 mm)	Cost of 2' meter multiplied by 2.0
4" (100 mm)	Cost of 3' meter multiplied by 2.0

\*\* For larger size service, multiplier to be determined by Administration.

B. Plus an Infrastructure rate: \$10.61

C. Plus a Consumption rate: \$2.72 per cubic meter of water measured

**WASTEWATER RATES**

Each customer shall pay for wastewater services supplied to him the aggregate of amounts determined as per below:

- A. Minimum Rate: \$14.59
- B. Plus an Infrastructure rate: \$0.00
- C. Plus a Consumption rate: \$3.00 per cubic meter at 80% of water measured.

The above monthly minimum rates will apply to all properties in Town that have water and/or wastewater services available in the land abutting the property.

**GENERAL PROVISIONS**

A deposit of no greater than three months estimated billing may be required at the discretion of the CAO.

For the purposes of selling bulk water to contractors, developers and private companies, at the discretion of the CAO and/or their delegate. The Town of Blackfalds will sell bulk water at the rate established by the North Red Deer River Water Services Commission plus an additional \$0.75 for every cubic meter. A minimum charge of \$110.00 per sale will apply to all bulk sales.

**SCHEDULE "C"**

**VIOLATION PENALTIES**

The following Schedule C outlines the penalties that may be charged to an Customer if they are found to be in violation of any section of this bylaw. Included are water system penalties, wastewater system penalties, stormwater system penalties, and additional penalties not encompassed by the aforementioned. Penalties for the first offence are outlined below:

**C.1 WATER SYSTEM PENALTIES**

Item	Description of Item	Relevant Section	Penalty
A.1.1	Water restrictions not adhered	77	\$250
A.1.2	Meter interference and appurtenances	22,60,61,89, 92c,97a,97b,98,99, 100a,100b,100c,100d,100e,107b, 107c,108,116a,116b,120	\$500
A.1.3	Unlawful use of water	72,97c	\$1,000
A.1.4	Contamination of water supply system	55,59,113,115	\$5,000

**C.2 WASTEWATER SYSTEM PENALTIES**

Item	Description of Item	Relevant Section	Penalty
A.2.1	Interference or obstruction of the wastewater system	22,60,61,129	\$500
A.2.2	Prohibited Substances in wastewater system	48,49,50,55,56,57,58,59, 63a,63b,64,139,140,143a	\$3,000

**C.3 STORMWATER SYSTEM PENALTIES**

Item	Description of Item	Relevant Section	Penalty
A.3.1	Interference or obstruction of the stormwater system	22,60,61,129,149,160	\$500
A.3.2	Prohibited substances in stormwater system	48,49,50,55,56,57,58,59, 63a,63b,65,161	\$3,000



**TOWN OF BLACKFALDS  
BYLAW 1212/17**

**SCHEDULE "D"**

**Restricted Materials**

As per the North Red Deer River Wastewater Services Commission (the "Commission") of Supply Service, as amended from time to time.

No Persons shall discharge wastewater into any part of the Town's Wastewater System;

- a. In excess of an amount of cubic meters per day of wastewater that the Commission stipulates from time to time based on capacity of the system and the Commission's ability to process the wastewater, as communicated by the Commission by written notice to the Town of Blackfalds;
- b. Waters or wastes having pH lower than 6.0 or higher than 10.5, or having any corrosive property capable of causing damage or hazard to structures, equipment, biological wastewater treatment processes, and personnel of, wastewater works;
- c. Containing substances in concentrations exceeding the following parameters:

CONTAMINANTS	LIMITS
Total Suspended Solids	4,800 mg/L
Biochemical Oxygen Demand (B.O.D.)	4,800 mg/L
Chemical Oxygen Demand (C.O.D.)	9,600 mg/L
Total Phosphorus	150 mg/L
Total Kjeldahl Nitrogen (T.K.N.)	400 mg/L
Oil & Grease – Animal and Vegetable	500 mg/L
Oil & Grease – Synthetic Hydrocarbon	50 mg/L
Phosphates	100 mg/L
<b>INORGANIC CONSTITUENTS</b>	
Antimony	1.00 mg/L
Arsenic	1.00 mg/L
Barium	3.00 mg/L
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)	1.00 mg/L
Boron	1.50 mg/L
Cadmium	0.05 mg/L
Chromium	1.00 mg/L
Chlorinated Hydrocarbons	0.02 mg/L
Copper	0.50 mg/L
Cyanide	1.00 mg/L
Hydrocarbons	50 mg/L
Lead	1.00 mg/L
Manganese	1.00 mg/L
Mercury	0.10 mg/L
Nickel	0.50 mg/L
Phenolic Compounds	0.10 mg/L
Selenium	1.00 mg/L
Silver	1.00 mg/L
Sulphide	1.00 mg/L
Zinc	1.0 g/L

- a. containing lime slurry and residues;
- b. containing any substance which, in the opinion of the Commission or AEP:
  - i. is or may become harmful to any recipient water course or

wastewater system or part thereof;

- ii. may interfere with the proper operation of the wastewater system;
- iii. may impair or interfere with any wastewater treatment process; or
- iv. may become a hazard to persons, property, or animals.

Where persons have discharged, caused or permitted to be discharged into the Town Wastewater System any wastewater which does not comply with the foregoing limits and the Commission's Service Standards & Requirements including, without restriction, in excess of the following limitations:

- a. Suspended solids which exceed 300 mg/L; or
- b. B.O.D. which exceed 300 mg/L; or
- c. Oil and grease which exceeds 100 mg/L;

The persons shall be responsible for the additional rates or fees for treatment arising from such transgression or non-compliance, as well as any additional fines or costs incurred by the Town of Blackfalds from the Commission.



## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

**MEETING DATE:** June 23, 2020

**ORIGINATED BY:** Jennifer Hartigh, Economic Development Officer (EDO)

**SUBJECT:** Branding Update: Step 3 – Defining Blackfalds Desired Brand

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### **BACKGROUND:**

As outlined in the *Shaping Blackfalds Future: A Recommendation from the Brand Development Committee to Undertake Community Branding in 2020* report, following the completion of the brand audit and testing of the current logo, public input on the desired community brand was acquired.

This report addresses the processes undertaken in this step, the challenges faced, and highlights of the input attained from the “Define Blackfalds Desired Brand” surveys and focus groups, which have been analyzed by the Brand Development Committee. In combination with the contributions from community members and stakeholders in previous consultations since Spring 2019, this input will serve as the foundation of the Brand Direction and Story and provide guidance for the creation of visual element options for the new community brand.

### **DISCUSSION:**

#### **Communication on opportunities to provide input on desired community brand**

The Define Blackfalds Desired Brand Survey was launched on March 2, 2020 and remained open until June 13, 2020. The survey was promoted and implemented through a wide variety of mediums, including:

- Brand Blackfalds web page – [www.blackfalds.com/brandblackfalds](http://www.blackfalds.com/brandblackfalds)
- Announcements in hard copy and electronic utility bills
- Abbey Centre and Talk of the Town electronic newsletters
- February 18, 2020 news release
- Numerous posts on Facebook and Twitter
- Email messages to all staff, Council, businesses, and municipal stakeholders
- Town booth at Red Deer Home Show (March 6-8, 2020)
- Two Public Open Houses at After the Grind, which were unfortunately cancelled owing to the onset of the Covid pandemic
- Mini focus groups held with Town boards / committees and community groups

#### **Survey Methodology**

The survey could be completed online, downloaded and printed from the branding web page, be acquired in hard copy from the Brand Committee members or supporting Economic Development or Marketing & Communications staff, or could be done via in person or phone interview.





## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

In total, 141 individual or small group responses to the Define the Desired Brand Survey were collected.

The survey participants were advised that their responses would be confidential, but that they could provide their contact information to enter the draw for a prize of a \$50 gift certificate to the Blackfalds business of their choosing. Three draws will be done and the winners will be announced in the near future.

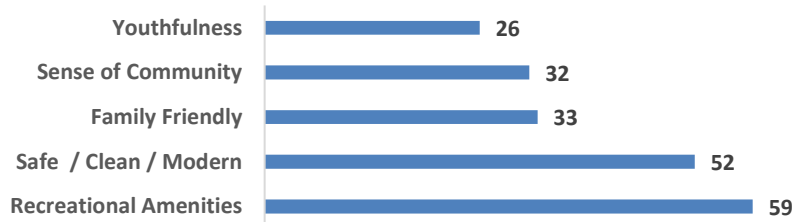
A wide section of the community was encouraged to complete the survey. Those who self-identified included representation from:

Residents	Municipal Vendors	Blackfalds Youth Crew	Library	Optimist Club
Town Boards & Committees	Local Business Owners & Employees	Firefighters Association	Youth	Town Council
Town Staff	Residential Developers	Historical Society	Chamber of Commerce	

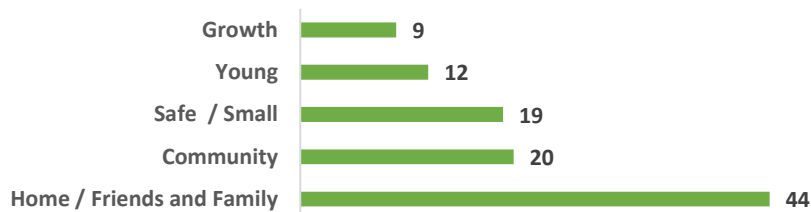
### Highlights of Survey Responses

The following charts display the top themed groupings. Respondents provided multiple comments to the open-ended text questions, so one respondent's comments may be included in multiple categories. As a result, the numbers associated with the comments do not add up to the total number of respondents.

#### Question 1: What is your favorite thing about Blackfalds?



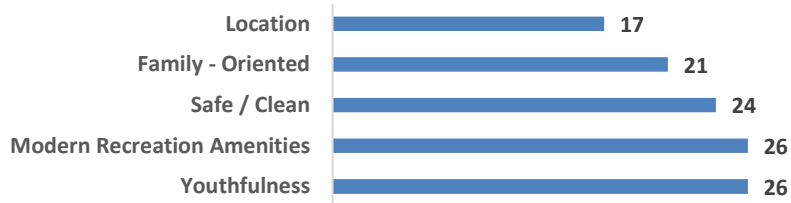
#### Question 2: What does Blackfalds mean to you?



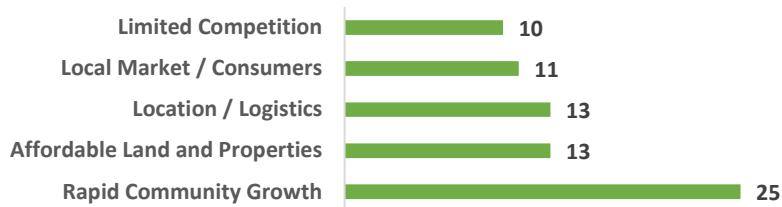


## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

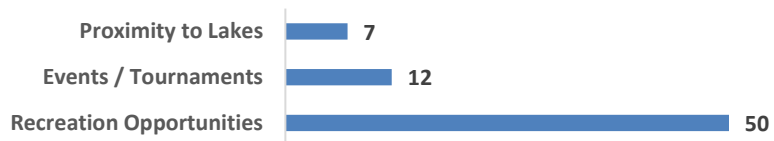
### Question 3: What makes Blackfalds unique / sets it apart from other communities?



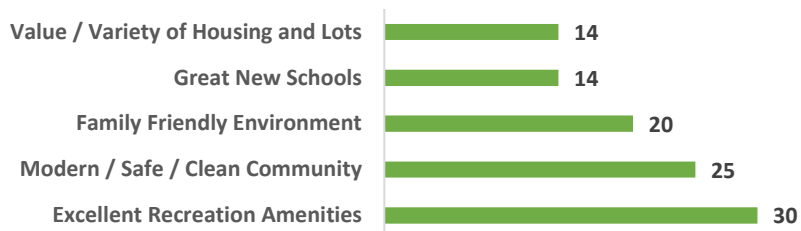
### Question 4a: What does Blackfalds offer investors?



### Question 4b: What does Blackfalds offer tourists?



### Question 4c: What does Blackfalds offer prospective residents?



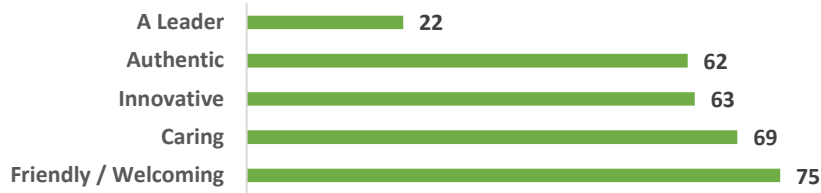
### Question 5: If Blackfalds were a person, what would he / she be like?



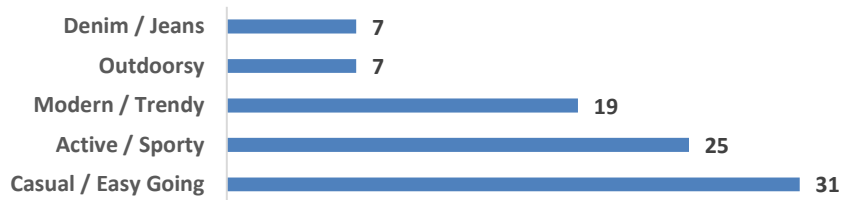


## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

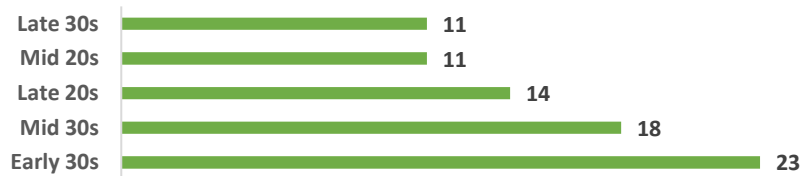
### Question 6: What kind of person would you prefer Blackfalds to be like?



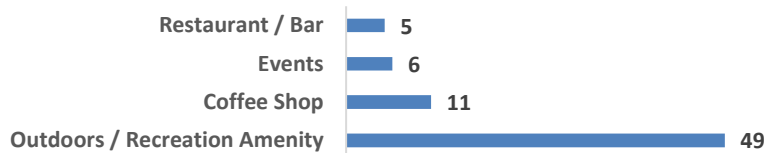
### Question 7a: If Blackfalds were a person, what style would he / she have?



### Question 7b: If Blackfalds were a person, what age would he / she be?



### Question 7c: If Blackfalds were a person, where would he / she hang out?



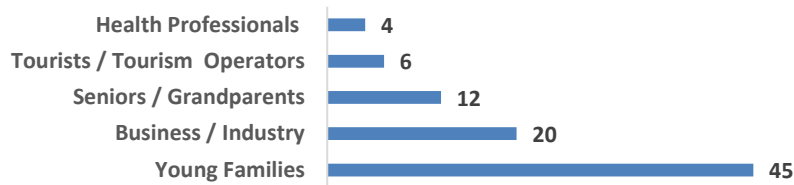
### Question 8: What values would you like Blackfalds to have?





## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

### Question 9: Which audiences should Blackfalds be trying to reach?



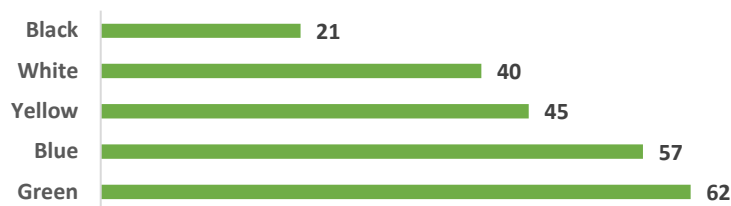
### Question 10: What is Blackfalds currently known for?



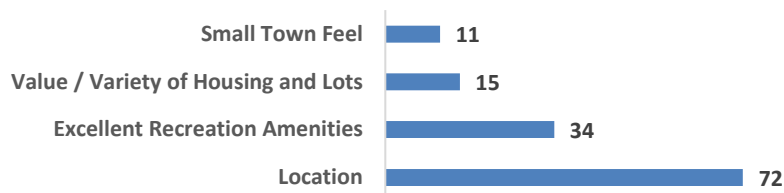
### Question 11: What would you like Blackfalds to be known for?



### Question 12: What colours best represent Blackfalds?



### Question 13: What key advantages make Blackfalds an attractive location?





## TOWN OF BLACKFALDS REGULAR COUNCIL MEETING COUNCIL REPORT

### Question 14: Which areas can Blackfalds focus on and improve?



### Next Steps

The Brand Development Committee will review the Define the Desired Brand Survey results along with all of the additional input that has been collected since Spring 2019 at their meeting on June 22 and determine the Brand Direction. This may include identifying themes, key words, and phrases for a positioning statement, and developing the brand story that will guide the subsequent creation of visual element options.

Recognizing the budgetary impacts of the Covid pandemic, the BDC will be determining if much of the visual design work can be undertaken with in-house resources, which will significantly reduce the overall cost of the branding project.

It is anticipated that the visual element options will be prepared and be ready to present to the Brand Development Committee for approval by late July. The approved options will then be shared with the community and feedback on the preferred option will be collected and brought back to Council no later than September 2020.

### FINANCIAL IMPLICATIONS:

Monies for the Community Branding Project were allocated in the 2020 capital budget. To date very minimal expense has been incurred beyond printing costs, meeting supplies and survey prizes, amounting to less than \$2,000.00.

### Approvals:

  
\_\_\_\_\_  
CAO Myron Thompson

  
\_\_\_\_\_  
Department Director/Author



**TOWN OF BLACKFALDS  
REGULAR FCSS MEETING - MINUTES  
ABBEY CENTRE BOARD ROOM  
February 13<sup>th</sup>, 2020 – 7:00 pm**

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A Family and Community Support Services regular meeting for the Town of Blackfalds was held on the 13<sup>th</sup> day of February 2020 in the Abbey Centre Board Room at 4500 Womacks Road, Blackfalds, AB.

**Members Present**

Councillor Rebecca Stendie, Councillor Ray Olfert, Alex Yule, Jill Bried, Troy McQueen, Melissa Salomons, Samantha Wilson

**Regrets**

Kala Pandit, Chandra Cooke

**Staff**

Sue Bornn        FCSS Manager  
Sue Penner      FCSS Administrative Assistant

**Delegation**

N/A

**Minutes**

**1        FCSS MEETING**

1.1      Call to Order

Chairperson Jill Bried called the meeting to order at 7:08 pm.

**2        AGENDA APPROVAL**

2.1      Agenda February 13<sup>th</sup>, 2020.

**RES. 04/20**

Councillor Olfert moved to accept the agenda as presented.

**CARRIED UNANIMOUSLY**

**3        DELEGATION**

N/A

**4        ADOPTION OF MINUTES**

4.1      Meeting Minutes January 9<sup>th</sup>, 2020.

**RES. 05/20**

Councillor Olfert moved to accept the minutes dated January 9<sup>th</sup>, 2020.

**CARRIED UNANIMOUSLY**

**5        OLD BUSINESS**



**TOWN OF BLACKFALDS  
REGULAR FCSS MEETING - MINUTES  
ABBEY CENTRE BOARD ROOM  
February 13<sup>th</sup>, 2020 – 7:00 pm**

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**6 NEW BUSINESS**

**6.1 St. Gregory the Great Catholic School (SGTG) Funding Request**

- In 2019 FCSS grant funding supported a portion, \$703.49, of SGTG Connect Parenting request, which was the amount of remaining grant funding for the year. The Family School Enhancement Counsellor at St. Gregory the Great needs to be supervised in the delivery of a Connect parenting group, at a cost of \$2,500 in order to be able to facilitate the program on her own going forward.

**RES. 06/20**

Member Salomon moved to accept the recommendation that the FCSS Board allocate grant funding to St. Gregory the Great Catholic School in an amount of \$1,796.51.

**CARRIED UNANIMOUSLY**

- A request for final reporting has gone out to all schools that were awarded FCSS grant funding in 2019.

**6.2 Invitation to Nominate Volunteers**

- Throughout the past several years the volunteer recognition program in Blackfalds has grown exponentially. Nominations for this year's celebration events, April 23<sup>rd</sup> for Volunteer Appreciation Event and May 7<sup>th</sup> for Youth Recognition Night are due March 1<sup>st</sup>.
- Manager Bornn encourages Board Members to nominate anyone they feel meets the requirements in any of the award categories.

**7 ACTION CORRESPONDENCE**

**8 INFORMATION**

**8.1 FCSS Manager's Update**

- Discussion on the Kidproof At Home Alone Program and how it has not changed to keep current over the years. We are switching to a program offered under the Child Safe Canada programming and Manager Bornn will bring a list of programs they offer to the March meeting.
- The increasing need for the Good Food Box Program was discussed. Chairperson Bried mentioned that staff should check into availability of Flash Food being offered in Red Deer.

**8.2 Family Resource Network Update**

- Manager Bornn presented the EOI Timelines with a decision expected around March 20<sup>th</sup>. Lacombe FCSS supported our Blackfalds submission.

**8.3 Home Support Update**

- Lacombe FCSS provided an update on the Home Support Program offered in Blackfalds. They are currently providing service to 98 clients across Lacombe and Lacombe County of which 5 are Blackfalds residents.



**TOWN OF BLACKFALDS  
REGULAR FCSS MEETING - MINUTES  
ABBEY CENTRE BOARD ROOM  
February 13<sup>th</sup>, 2020 – 7:00 pm**

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- As of March 1, 2020, there will be an increase in the Home Support fees with the administration rate being \$36.50 per hours @ 5 hours/month for a total of \$182.50 per month. The mileage rate will remain at .54/km.
- 8.4 FCSSAA News – newsletter for information.
- 8.5 Winterfest Poster - event schedule for February 17<sup>th</sup>.

**9 INFORMATION CORRESPONDENCE**

**10 CONFIDENTIAL MATTERS**

**11 ADJOURN**

Next meeting scheduled for March 12<sup>th</sup>, 2020 at 7:00 pm.

Chairperson Jill Bried declared the meeting adjourned at 8:03 pm.

  
\_\_\_\_\_  
Board Chairperson  
Jill Bried

  
\_\_\_\_\_  
FCSS Manager  
Sue Bornn

  
\_\_\_\_\_  
YYYY / MM / DD



## Council Monthly Round Table Report

TO		Members of Council		
FROM		Richard Poole		
SUBJECT		<ul style="list-style-type: none"><li>• Summary of meetings/events attended as a Council representative during this reporting period</li><li>• Summary or key issues, decisions and/or comments for Council's information</li></ul>		
REPORT DATE		For the period: 16 May to 18 June 2020		
Date	Meeting	Event	Other	KEY POINTS OF DISCUSSION AND/OR DECISIONS
	(Choose one)			
May 20			Conference Call	Minister Madu Teleconference
May 21			Zoom Meeting	RDRMUG Executive 9-12 and Regular meeting 1-3
May 21			Cheque signing	
May 26	X			Regular Council meeting
May 27			Webinar	Alberta Council Media Presentation
May 27	X			Girl Guides
May 28			Zoom Meeting	Self Help for Municipalities (Oil cleanup) Alberta Liability
June 1 <sup>st</sup>	X			Issue meeting with CAO Thompson
June 1 <sup>st</sup>			Conference Call	Conference call: Meeting with Minister Fir and Madu (Library openings)
June 2 <sup>nd</sup>			Podcast	Easing in the New Normal
June 3 <sup>rd</sup>			Conference Call	Conference call Minister Fir and Minister Aheer (Public theatre reopening)
June 3 <sup>rd</sup>	X			Agenda Development Meeting: CAO Thompson
June 4 <sup>th</sup>			Webinar	30 day Action Plan to re-engage teams
June 4 <sup>th</sup>			Cheque signing	
June 4 <sup>th</sup>			Conference Call	Minister Fir, Minister Aheer: Public Facilities (gyms, sports centres) reopening
June 5 <sup>th</sup>			Podcast	Impacts of COVID 19 on Canadian Urban Economy
June 8 <sup>th</sup>			Podcast	Municipal World Impact of COVID 19 - Part 1



## Council Monthly Round Table Report

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 info@blackfalds.com  
 www.blackfalds.com

June 9th			Podcast	Municipal World Impact of Covid 19 Part 2
June 9 <sup>th</sup>			Conference Call	Stage 2 Update on line
June 9 <sup>th</sup>	X			Regular Council Meeting
June 10			Podcast	Municipal World (Change in Leadership) FCM
June 12 <sup>th</sup>			Webinar	AUMA Update on Stage 2 Relaunch
June 15 <sup>th</sup>			Podcast	Municipal World: Five Strategic Planning Challenges due to COVID 19
June 15 <sup>th</sup>	X			Standing Committee of Council

## Council Monthly Round Table Report

<b>TO</b>		Members of Council		
<b>FROM</b>		Ray Olfert		
<b>SUBJECT</b>		<ul style="list-style-type: none"> <li>• Summary of meetings/events attended as a Council representative during this reporting period</li> <li>• Summary or key issues, decisions and/or comments for Council's information</li> </ul>		
<b>REPORT DATE</b>		For the period: 16 May 2020 to 18 June 2020		
Date	Meeting	Event	Other	KEY POINTS OF DISCUSSION AND/OR DECISIONS
(Choose one)				
May 26	X			Regular Council meeting
May 28			X	Golden West Webinar
May 28	X			PRL Board meeting
June 2	X			Library Board meeting
June 9	X			Regular Council meeting
June 11	X			FCSS Board meeting
June 12			X	AUMA Ask the Expert webinar
June 15	X			PRL PLC meeting



## Council Monthly Round Table Report

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June 15	x			MSP review
June 15	x			Regular Standing Committee meeting

## Council Monthly Round Table Report

<b>TO</b>		Members of Council		
<b>FROM</b>		<b>Councillor- Marina Appel</b>		
<b>SUBJECT</b>		<ul style="list-style-type: none"> <li>Summary of meetings/events attended as a Council representative during this reporting period</li> <li>Summary or key issues, decisions and/or comments for Council's information</li> </ul>		
<b>REPORT DATE</b>		For the period: 15 May – 16 June 2020		
Date	Meeting	Event	Other	KEY POINTS OF DISCUSSION AND/OR DECISIONS
	(Choose one)			
May 26	X			RCC – <a href="#">Agenda</a>
June 3	X			Recreation, Culture and Parks Board – Tour of new equipment @ Abbey Centre and Regular Meeting held at Civic Centre.
June 9	X			RCC – <a href="#">Agenda</a>
June 15	X			MSP (Municipal Sustainability Plan) Review – deferred since discussions in January.
June 15	X			Recreation, Culture and Parks Board (Dental Surgery)
June 15	X			SCC - <a href="#">Agenda</a>
				We have not held Emergency Management Committee Meetings since the first half of May, but continue to receive POC reports weekly and updates from the Town, Province and Federal Governments as they are released. Meetings and boards are starting to wind down (as they usually do) during the summer months.



# Council Monthly Round Table Report

# Council Monthly Round Table Report



## Council Monthly Round Table Report

<b>TO</b>		Members of Council		
<b>FROM</b>		<b>Jamie Hoover</b>		
<b>SUBJECT</b>		<ul style="list-style-type: none"> <li>Summary of meetings/events attended as a Council representative during this reporting period</li> <li>Summary or key issues, decisions and/or comments for Council's information</li> </ul>		
<b>REPORT DATE</b>		For the period: May 12 to June 15 2020		
Date	Meeting	Event	Other	KEY POINTS OF DISCUSSION AND/OR DECISIONS
		<i>(Choose one)</i>		
May 12	x			RCC
May 13			x	Abbey Center area clean-up
May 26	x			RCC
June 2	x			Meeting with development officers in preparation for upcoming MPC meeting protocol during COVID 19 restrictions
June 9	x			MPC meeting
June 9	x			RCC
June 15			x	MPC review
June 15	x			SCC



**TOWN OF BLACKFALDS  
REGULAR COUNCIL MEETING  
CIVIC/CULTURAL CENTRE – 5018 WAGHORN STREET  
Tuesday, June 9, 2020  
MINUTES**

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A Regular Council meeting for the Town of Blackfalds was held on Tuesday, June 9, 2020 at the Civic/Cultural Center, 5018 Waghorn Street, Blackfalds, Alberta, commencing at 7:00 pm.

**MEMBERS PRESENT**

Mayor Richard Poole  
Deputy Mayor Ray Olfert  
Councillor Jamie Hoover  
Councillor Marina Appel  
Councillor Rebecca Stendie  
Councillor Will Taylor

**ATTENDING**

CAO Myron Thompson  
Community Services Director Sean Barnes  
Corporate Services Director Justin de Bresser  
Infrastructure and Property Services Director Preston Weran  
Infrastructure Manager Laura Thevenez  
IT Manager Keith Wilson  
Municipal Clerk Lorrie Logan

**REGRETS**

Councillor Laura Svab

**MEDIA**

N/A

**PUBLIC**

N/A

**REGULAR COUNCIL MEETING CALLED TO ORDER**

Mayor Poole called the Regular Council Meeting to order at 7:00pm.

**AGENDA APPROVAL**

Additions/Deletions: None

**RES.164/20**

Deputy Mayor Olfert moved that Regular Council move to accept the agenda for May 26, 2020 as presented.

**CARRIED UNANIMOUSLY**

**DELEGATION**

N/A



**TOWN OF BLACKFALDS  
REGULAR COUNCIL MEETING  
CIVIC/CULTURAL CENTRE – 5018 WAGHORN STREET  
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**PUBLIC HEARING**

N/A

**BUSINESS ARISING FROM MINUTES**

N/A

**BUSINESS**

**Municipal Asset Management Program Funding**

Infrastructure Services Manager, Thevenaz, is seeking a resolution from Council for an approval of grant funding up to \$50,000 from the Federation of Canadian Municipalities (FCM) Municipal Asset Management Program of which \$25,000 would go towards a software program, and \$25,000 for training and staff remuneration.

**RES.165/20**

Councillor Taylor moved that Council move to proclaim Municipal Asset Management Program (MAMP) Funding Proclamation.

**CARRIED UNANIMOUSLY**

**Health Professional Attraction & Retention Committee**

On behalf of EDO Hartigh, CAO Thompson, brought forward a recommendation to form a Health Professional Attraction and Retention Committee (HPARC) for the Town of Blackfalds. Such a committee would be beneficial for future attraction of health care professionals and also bring about tools, education and support.

**RES. 166/20**

Councillor Appel moved that Council move to direct Administration to proceed with the formation of a community-based Health Professional Attraction and Retention Committee (HPARC) that functions as a working group.

**CARRIED UNANIMOUSLY**

**RES. 167/20**

Councillor Hoover moved that Council appoint 2 members of Council to serve as a core working members of the HPARC. Council Members appointed are Councillor Stendie & Mayor Poole. And further;

**CARRIED UNANIMOUSLY**

**RES. 168/20**

Councillor Stendie moved that Council direct Administration to formalize the working relationship between the HPARC and RhPAP and to arrange for RhPAP Conference registrations.

**CARRIED UNANIMOUSLY**



**TOWN OF BLACKFALDS  
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**Canada Day Fireworks Special Event Permit**

Council received a Special Event Permit application for Canada Day Celebration Fireworks Display on July 1, 2020.

**RES. 169/20**

Councillor Stendie moved That Council move to approve the Special Event Application Permit for the Canada Day Fireworks planned for July 1<sup>st</sup>, 2020, pending provincial approval.

**CARRIED UNANIMOUSLY**

**Municipal Utility Temporary Penalty Relief – COVID-19**

Director of Corporate Services, de Bresser, is seeking Council's approval to extend the penalty relief program for Utilities for a further 3 months from June – August 2020. The Utility bills now have a more transparent look due to a Software upgrade and are now calculated and billed in cubic meters.

**RES. 170/20**

Deputy Mayor Olfert moved That Council move to accept the recommendation of Administration to temporarily waive municipal utility penalties, upon request, to the Town for Municipal Utilities for the period of June, July, and August 2020.

**CARRIED UNANIMOUSLY**

**ACTION CORRESPONDENCE**

N/A

**INFORMATION**

Building and Development Monthly Report May 2020  
Protective Services Monthly Report May 2020  
Alberta Children's Services – Letter from Rebecca Schulz  
Provincial Stimulus Funding – Letter from Blaine Calkins, MP  
West Area (NE22 NW23 SW26 & SE27 39 27 W4) Stormwater Management Plan  
Amendment

**RES.171/20**

Councillor Stendie moved to accept the information items as presented.

**CARRIED UNANIMOUSLY**

**ROUND TABLE**

N/A



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**ADOPTION OF MINUTES**

**RES. 172/20**

Councillor Hoover moved to approve the Regular Council Meeting Minutes from May 26, 2020 as presented.

**CARRIED UNANIMOUSLY**

**NOTICES OF MOTION**

None

**BUSINESS FOR THE GOOD OF COUNCIL**

Lacombe County News (reading tray)

**CONFIDENTIAL**

- **FOIP S.29**
- **FOIP S.19**

**RES. 173/20**

Councillor Appel moved that Council move to a closed session commencing at 7:48pm in accordance with Section 197(2) of the Municipal Government Act to discuss matters exempt from disclosure under Sections 23 of Alberta's Freedom of Information and Protection of Privacy Act, as per Section 18 of the FOIP Regulations.

**CARRIED UNANIMOUSLY**

**Closed Session Attendance - FOIP S.29:** Mayor Richard Poole, Deputy Mayor Ray Olfert, Councillor Jamie Hoover, Councillor Marina Appel, Councillor Rebecca Stendie, Councillor Will Taylor, CAO Myron Thompson

**Closed Session Attendance - FOIP S.19:** Mayor Richard Poole, Deputy Mayor Ray Olfert, Councillor Jamie Hoover, Councillor Marina Appel, Councillor Rebecca Stendie, Councillor Will Taylor, CAO Myron Thompson

**RES. 174/20**

Councillor Appel moved to come out of the closed session at 8:41pm.

**CARRIED UNANIMOUSLY**

**REGULAR COUNCIL MEETING RETURNED TO ORDER**

Mayor Poole called the Regular Council Meeting back to order at 8:41pm.

**Regular Meeting Attendance:** Mayor Richard Poole, Deputy Mayor Ray Olfert, Councillor Jamie Hoover, Councillor Marina Appel, Councillor Rebecca Stendie, Councillor Will Taylor, CAO Myron Thompson.



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**ADJOURNMENT**

Mayor Poole adjourned the meeting 8:41pm.

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**MAYOR RICHARD POOLE**

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**CAO MYRON THOMPSON**