



AGENDA
REGULAR MEETING OF THE BARRHEAD TOWN COUNCIL
TUESDAY, FEBRUARY 24, 2026 AT 5:30 P.M.
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

Barrhead....a quality community....giving a quality lifestyle

1. Call to Order
2. Consideration of Agenda (Additions - Deletions)
3. Confirmation of Minutes
 - (a) Regular Meeting Minutes – February 10, 2026
4. Public Hearings
 - (a) Residential Property Tax Incentive Bylaw 02-2026 – 5:30 PM
 - (b) The Animal Control Bylaw 01-2026 – 7:00 PM
5. Delegations
 - (a) Stars Air Ambulance – Glenda Farnden
 - (b) Barrhead Regional Fire Services – Chief Gary Hove
6. Old Business
 - (a) Barrhead Exhibition Association and Agricultural Society Agreements
7. New Business
 - (a) Monthly Bank Statement for the month ending January 31, 2026

8. Reports

- (a) Council Reports

9. Minutes

- (a) None

10. Bylaw

- (a) Bylaw 01-2026 – The Animal Control Bylaw
- (b) Bylaw 02-2026 – Residential Property Tax Incentive Bylaw

11. Correspondence Items

- (a) None

12. For the Good of Council

13. Tabled Items

- (a) None

15. Adjourn

MINUTES OF THE REGULAR MEETING OF THE BARRHEAD
TOWN COUNCIL HELD TUESDAY, FEBRUARY 10, 2026,
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

PRESENT Mayor T. Assaf, Crs: C. Botros, S. Fylyshtan, D. Kluin, A. Oswald, and D. Smith.

ABSENT Cr. D. Sawatzky and Collin Steffes, CAO

Officials: Jenny Bruns, Director of Planning, Economic Development & Legislative Services; Jennifer Mantay, Director of Corporate Services; Sheldon Flett, Director of Public Works; Chris Schembri, Fleet Manager, and Jodie Lyons, Municipal Coordinator.

OTHERS Barry Kerton, Barrhead Leader

CALL TO ORDER Mayor Assaf called the meeting to order at 5:30 p.m.

AGENDA The agenda was reviewed.

054-26 Moved by Cr. Kluin that the agenda be accepted.

CARRIED UNANIMOUSLY

CONFIRMATION OF MINUTES

The Minutes of the Regular Town Council Meeting of January 27, 2026, were reviewed.

055-26 Moved by Cr. Oswald that the Minutes of the Regular Town Council Meeting of January 27, 2026, be approved as presented.

CARRIED UNANIMOUSLY

OLD BUSINESS

AHS FOIP REQUEST

Jodie Lyons, Municipal Coordinator presented to Council to consider a recommendation to withdraw FOIP Request 2023-G-331, including the related request to submit an additional request for a current agreement. Administration is also presenting an alternative recommendation to engage directly with the Province in order to advocate for improved ambulance service levels in Barrhead.

056-26 Moved by Cr. Kluin that Council direct Administration to withdraw FOIP Request 2023-G-331 to obtain a copy of the service agreement between AHS and Associated Ambulance (between the dates 1/1/1990 – 11/10/2023).

CARRIED UNANIMOUSLY

057-26 Moved by Cr. Oswald that Council rescind Resolution 135-25 to pursue access to the most recent extension amendment to the service agreement between Alberta Health Services and Associated Ambulance.

CARRIED UNANIMOUSLY

058-26 Moved by Cr. Fylyshtan that Council direct Administration to work with Council to create the Town's advocacy strategy to call for a change in ambulance service levels.

CARRIED UNANIMOUSLY

NEW BUSINESS

ENTERED: Sheldon Flett, Director of Public Works and Chris Schembri, Fleet Manager entered the Chambers at 5:40 p.m.

**PURCHASE NEW
WHEELED LOADER**

Sheldon Flett, Director of Public Works and Chris Schembri, Fleet Manager presented Council with the information received about purchasing a new wheel loader.

059-26 Moved by Cr. Smith that Council award the purchase of the John Deere 544P Wheel Loader from Brandt Tractor for a total cost of \$336,000, with a trade-in value for our 2012 John Deere 544K Loader in the amount of \$65,000, for a net cost of \$271,000.

CARRIED UNANIMOUSLY

EXITED: Sheldon Flett, Director of Public Works and Chris Schembri, Fleet Manager exited the Chambers at 5:47 p.m.

**TOWN PRIORITIES FOR RCMP
BARRHEAD DETACHMENT**

Jodie Lyons, Municipal Coordinator presented to Council to discuss and identify priorities they would like to communicate to RCMP for the 2026 year.

060-26 Moved by Cr. Kluin that Council direct Administration to advise Sgt. Hack that, for the 2026 fiscal year, Council requests the RCMP prioritize increased police visibility, offender management, and evening patrols.

CARRIED UNANIMOUSLY

**APPOINTMENT TO THE LOCAL
ASSESSMENT REVIEW BOARD & THE
COMPOSITE ASSESSMENT REVIEW BOARD**

Jennifer Mantay, Director of Corporate Services presented a request from Capital Regional Assessment Services Commission (CRASC) to appoint the Assessment Review Board Members.

061-26 Moved by Cr. Botros that Council appoints Darlene Chartrand, Sheryl Exley, Tina Groszko, Richard Knowles, Marcel LeBlanc, Roland Merkosky, and Raymond Ralph to the Town of Barrhead's Local Assessment Review Board and the Composite Assessment Review Board.

CARRIED UNANIMOUSLY

062-26 Moved by Cr. Oswald that Council appoints Raymond Ralph as the Chairman of the Town of Barrhead's Local Assessment Review Board and the Composite Assessment Review Board.

CARRIED UNANIMOUSLY

063-26 Moved by Cr. Fylyshtan that Council appoints Gerryl Amorin as the Assessment Review Board Clerk to the Town of Barrhead's Local Assessment Review Board and the Composite Assessment Review Board.

CARRIED UNANIMOUSLY

**COUNCIL
REPORTS**

The following Reports to Council as of February 10, 2026, were reviewed:

- (a) Barrhead & Area Regional Crime Coalition – Cr. Kluin
- (b) Barrhead Exhibition Association & Agricultural Society – Cr. Oswald

064-26 Moved by Cr. Kluin that the following Reports to Council as of February 10, 2026 be accepted as information:

- (a) Barrhead & Area Regional Crime Coalition – Cr. Kluin
- (b) Barrhead Exhibition Association & Agricultural Society – Cr. Oswald

CARRIED UNANIMOUSLY

BYLAW

**DESIGNATED MANUFACTURED HOME
SUPPLEMENTARY ASSESSMENT
BYLAW 03-2026**

Jennifer Mantay, Director of Corporate Services presented Council to consider the Designated Manufactured Home Supplementary Assessment Bylaw 03-2026

065-26 Moved by Cr. Smith that Bylaw 03-2026, the Designated Manufactured Home Supplementary Assessment Bylaw, be given first reading.

CARRIED UNANIMOUSLY

066-26 Moved by Cr. Oswald that Bylaw 03-2026, the Designated Manufactured Home Supplementary Assessment Bylaw, be given second reading.

CARRIED UNANIMOUSLY

067-26 Moved by Cr. Fylyshtan that Bylaw 03-2026, the Designated Manufactured Home Supplementary Assessment Bylaw, be presented for third reading.

CARRIED UNANIMOUSLY

068-26 Moved by Cr. Botros that Bylaw 03-2026, the Designated Manufactured Home Supplementary Assessment Bylaw, be given third reading.

CARRIED UNANIMOUSLY

CORRESPONDENCE

The following Letters to Council was reviewed:

- Australia Pin Presentation
- Barrhead Regional Fire Services January 2026 Report

069-26 Moved by Cr. Oswald that the gifted Australia Pins and the Barrhead Regional Fire Services January 2026 report be accepted as information.

CARRIED UNANIMOUSLY

**FOR THE GOOD
OF COUNCIL**

Cr. Kluin wished Melissa Lotholz, Olympic Bobsledder, all the best and good luck as a representative of Canada at the 2026 Olympics held in Milano Cortina.

TABLED ITEMS

AHS ADVOCACY OPTIONS

Jodie Lyons, Municipal Coordinator presented to Council options to pursue channels of advocacy to improve the ambulance service levels in the Town of Barrhead.

070-26 Moved by Cr. Smith that Council direct Administration to present advocacy options at a future Council meeting and to report back on any advocacy undertaken by Alberta Municipalities on behalf of Alberta Municipalities to improve ambulance services, including the status of those efforts.

CARRIED UNANIMOUSLY

ADJOURN

071-26 Moved by Cr. Oswald that the Council Meeting be adjourned at 6:32 p.m.

CARRIED UNANIMOUSLY

TOWN OF BARRHEAD

Type text here

Mayor, Ty Assaf

Acting CAO, Jennifer Mantay

COUNCIL DELEGATION REQUEST

CONTACT INFO	
(NAME) Glenda Farnden, Sr Municipal Relations Liaison AB/BC	
(TELEPHONE NUMBER) [REDACTED]	<i>Personal Information severed inline with Section 20 of the Access to Information Act</i>
(EMAIL ADDRESS)	
MAILING ADDRESS	
[REDACTED]	<i>Personal Information severed inline with Section 20 of the Access to Information Act</i>
(STREET OR BOX ADDRESS) Grande Prairie, Alberta T8V 7Z3	
(CITY, ALBERTA, POSTAL CODE)	

CONTACT INFO	
(NAME)	
(TELEPHONE NUMBER)	
(EMAIL ADDRESS)	
MAILING ADDRESS	
(STREET OR BOX ADDRESS)	
(CITY, ALBERTA, POSTAL CODE)	

REPRESENTING	
(BUSINESS, COMMITTEE, GROUP, OR BOARD) STARS Air Ambulance	
PLEASE INDICATE THE DATE YOU WISH TO PRESENT TO THE TOWN OF BARRHEAD COUNCIL <i>Note: In the event of several delegations, please indicated an alternate date or you will be assigned to the next available meeting</i>	
24 (DAY)	February (MONTH)
2026 (YEAR)	OR
(DAY)	(MONTH)
(YEAR)	(YEAR)
PURPOSE OF THE DELEGATION IS TO PRESENT THE FOLLOWING: (A COPY OF ALL INFORMATION REGARDING THE TOPIC MUST ACCOMPANY THE APPLICATION)	
STARS Update provided to rural/urban Councils across AB to include statistics pertinent to Town of Barrhead & funding request to join 90% Alberta in partnership & sustain STARS essential services for their residents.	
<input type="checkbox"/> INFORMATION SHARING	<input checked="" type="checkbox"/> REQUEST FOR ACTION, FUNDS, OR CONSIDERATION.
<input type="checkbox"/> OTHER (PROVIDE DETAILS)	
HAVE YOU REVIEWED AND UNDERSTAND THE DELEGATION REQUIREMENTS?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DOES THE DELEGATION REQUIRE SPECIAL EQUIPMENT (POWERPOINT, PROJECTOR, ETC.)?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
IF YES, PLEASE INDICATE WHAT IS REQUIRED: PowerPoint presentation sent thru link to download / will bring USB for convenience / send 1-week in advance	
<i>Please note: Where the subject matter of a delegation pertains to legal matters, personnel, and/or private property issues, the Town of Barrhead reserves the right not to hear such delegations.</i>	
I/WE ACKNOWLEDGE THAT ONLY THE ABOVE MATTER WILL BE DISCUSSED DURING THE DELEGATION.	
Glenda Farnden SIGNED	February 3, 2026 DATE (MM/DD/YY)
Via Email SIGNED	 DATE (MM/DD/YY)
<i>The personal information collected on this form is to process your delegation to Council. This collection is authorized by Section 4(c) of the Protection of Privacy Act. For questions about the collection of personal information, contact jlyons@barrhead.ca or 780-665-8226 or at 4406 - 62A Avenue, Barrhead, AB. T7N 1A2</i>	

FOR OFFICE USE ONLY		
<input checked="" type="checkbox"/> ADDED TO AGENDA	IN CAMERA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	REFERRED TO:
OTHER DEPARTMENTS REQUIRED TO BE IN ATTENDANCE?	No	
APPROVED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CAO'S APPROVAL	MAYOR'S APPROVAL
ADDITIONAL COMMENTS/NOTES:		
TOB Regular Council Agenda Package	Page 7 of 68	February 24, 2026

APPEARING BEFORE COUNCIL AS A DELEGATION

1. Persons or organizations wishing to appear before Council as a delegation must submit this completed form at least 5 business days prior to the date of the requested Council meeting.
2. Include all pertinent background and related documents. This information will be included in the Council agenda package for consideration. The information provided should clarify the purpose of the delegation for Council.
 - a. Delegation Request Form and related documents become part of the public record, however, only your name will be made available, and the other contact information (sensitive information will be excluded).
3. Delegations are limited to fifteen (15) minutes.
4. Delegations are to present information to Council. Council will not debate with the delegations; however, Council may have questions regarding the presentation.
5. Following your presentation, Council may choose to:
 - a. Respond directly to you if they believe they have enough information, or
 - b. Schedule Council discussion later in the same meeting or a future meeting, or
 - c. Refer the topic to a committee or to administration for additional information.

PROTOCOL WHILE AT COUNCIL

1. When asked to come forward, sit at the table provided, facing Council.
2. State your name, who you are representing and your position (i.e. manager, resident).
3. Address all remarks to the Mayor using the following phrase(s):
 - a. Your Worship
 - b. Your Worship through to Councillor (last name)
 - c. Mayor (last name)
4. You only answer to the Mayor and take questions at the permission of the Mayor.

MAKE IT A POSITIVE EXPERIENCE

1. Be consistent in your message.
2. Be patient with the process and be respectful of the formality of the process and the time allotted.
3. Be prepared for a non-answer. Council may request more information if you have not been thorough.
4. Indicate the date and time you require support, and any pertinent deadlines in relation to your request.
5. Ask about next steps.
6. Once a decision has been made, you will be contacted by the Town.

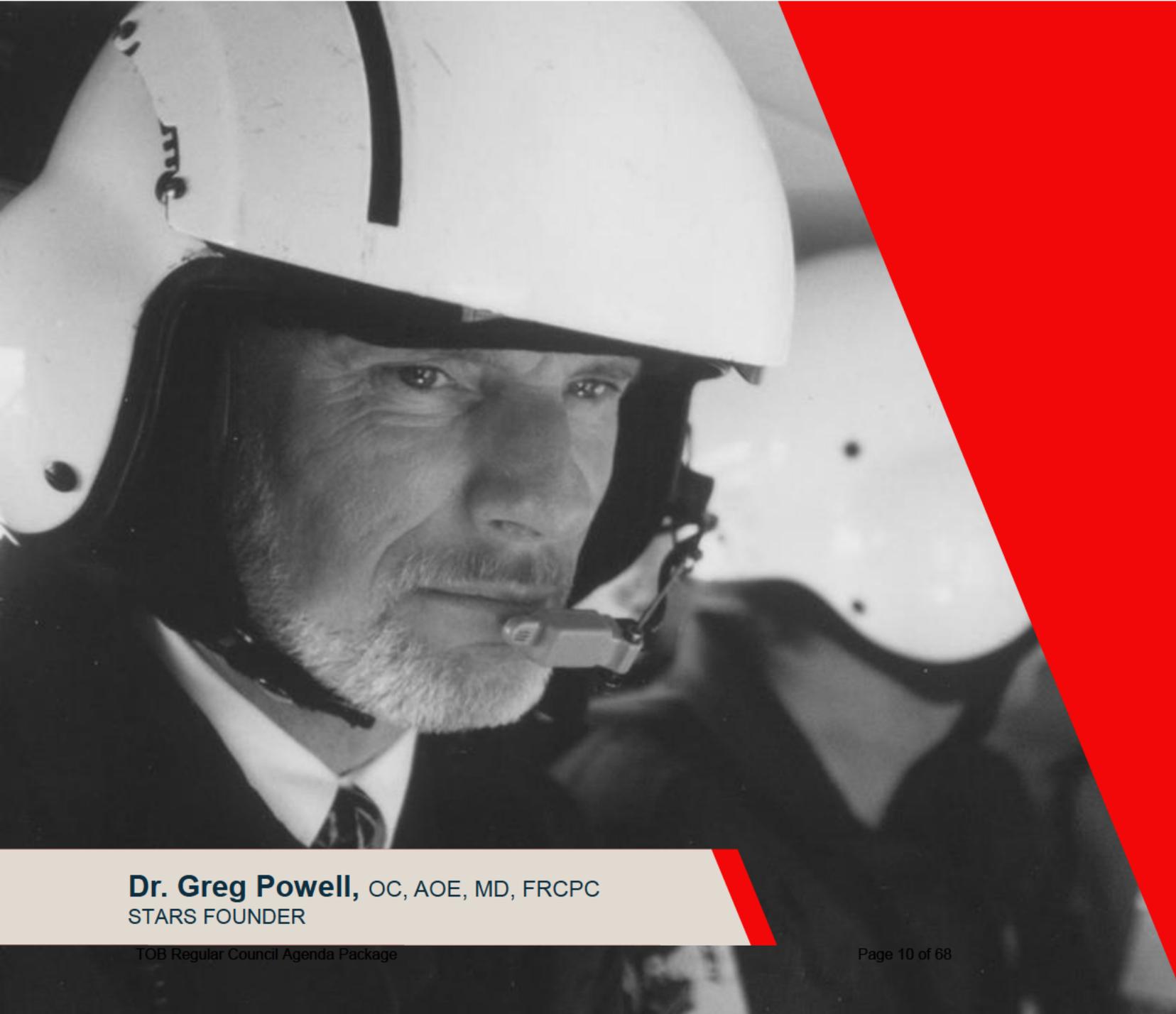
SUBMISSION INFORMATION

Completed applications may be submitted electronically to info@barrhead.ca, in person or by mail to Box 4189, 5014 50 Ave, Barrhead AB T7N 1A2. Please direct any questions to the Municipal Coordinator's office @780-674-3301 or to jlyons@barrhead.ca



CRITICAL CARE, ANYWHERE

The best hope, in a worst-case scenario.



Critical care, anywhere. Since 1985.

It all began when a pregnant woman from a rural community died from blood loss, leaving a father alone with their newborn. For STARS' founders, her death was one too many. Something had to be done.

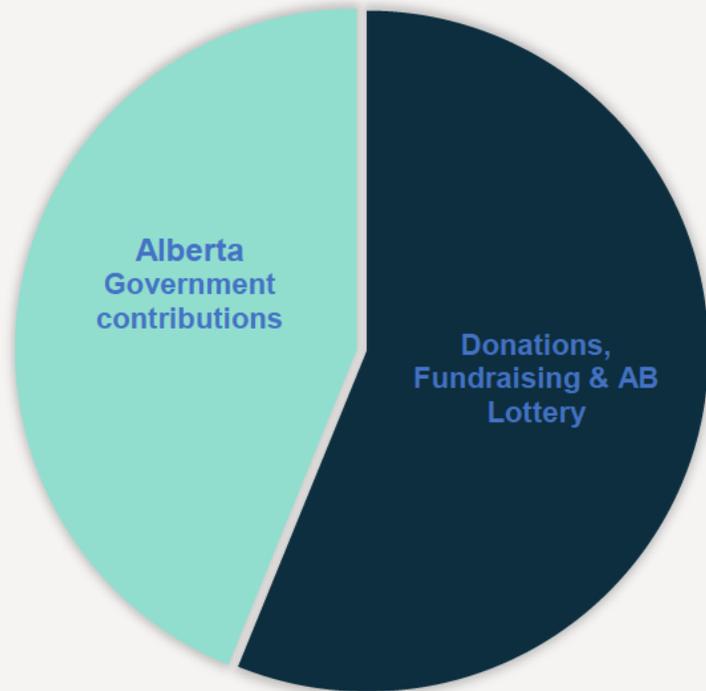
As we've grown and evolved, STARS has never wavered from our mission. Fundamentally we believe that where you live — or work, play and travel — shouldn't impact your chance of survival.

Dr. Greg Powell, OC, AOE, MD, FRCPC
STARS FOUNDER

A portrait of Dr. John Froh, President and CEO, wearing a dark suit, light blue shirt, and patterned tie. He is standing in front of a red background with blurred medical equipment.

LEADING OUR TEAM DR. JOHN FROH, President and CEO

STARS ALBERTA, FY25-26



Direct Operating Costs
\$36.6 million
(\$12.2M per base)

Government Contribution
\$15 million

Donations, Fundraising & Lotteries are needed to cover **59%**
of direct operational costs in Alberta



2026 STARS Lottery Alberta

THE LOTTERY WE ALL WIN.

Early Bird: Feb. 24th

Final deadline: March 20th

Draw: March 31, 2026





Cardiac 21%



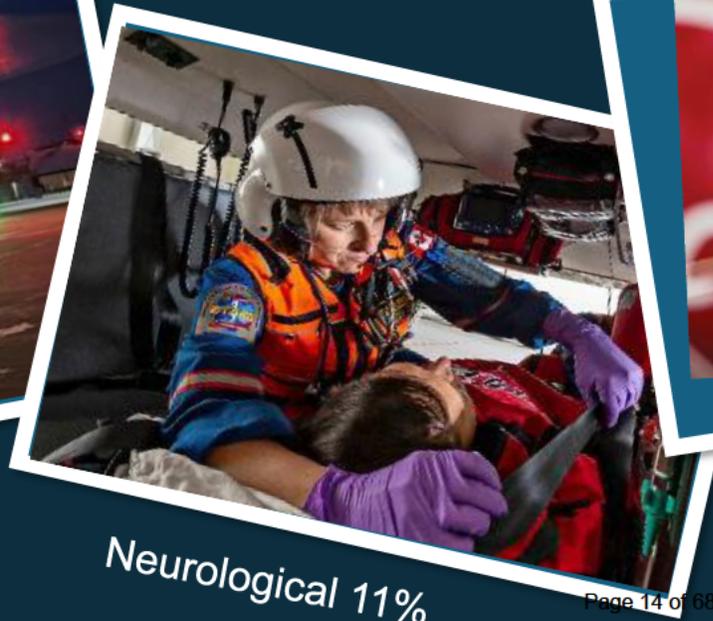
Vehicle Incident 19%



Other Medical Distress 1



Pulmonary 13%



Neurological 11%



Obstetrical 2%



MISSION TYPES



STARS[®]

CHAIN OF SURVIVAL PARTNERS

Fire Departments
First Responders
RCMP
Search & Rescue
Ground EMS
Fixed Wing
Hospitals
Medical Professionals

STARS Is Borderless.



© William Vavrek Photog



Night Vision (2003)



**STARS
TRANSPORT
PHYSICIANS
AVAILABLE 24/7**

**MORE
THAN
RAPID
TRANSPORT**

Virtual Care Consultation – Barrhead Hospital

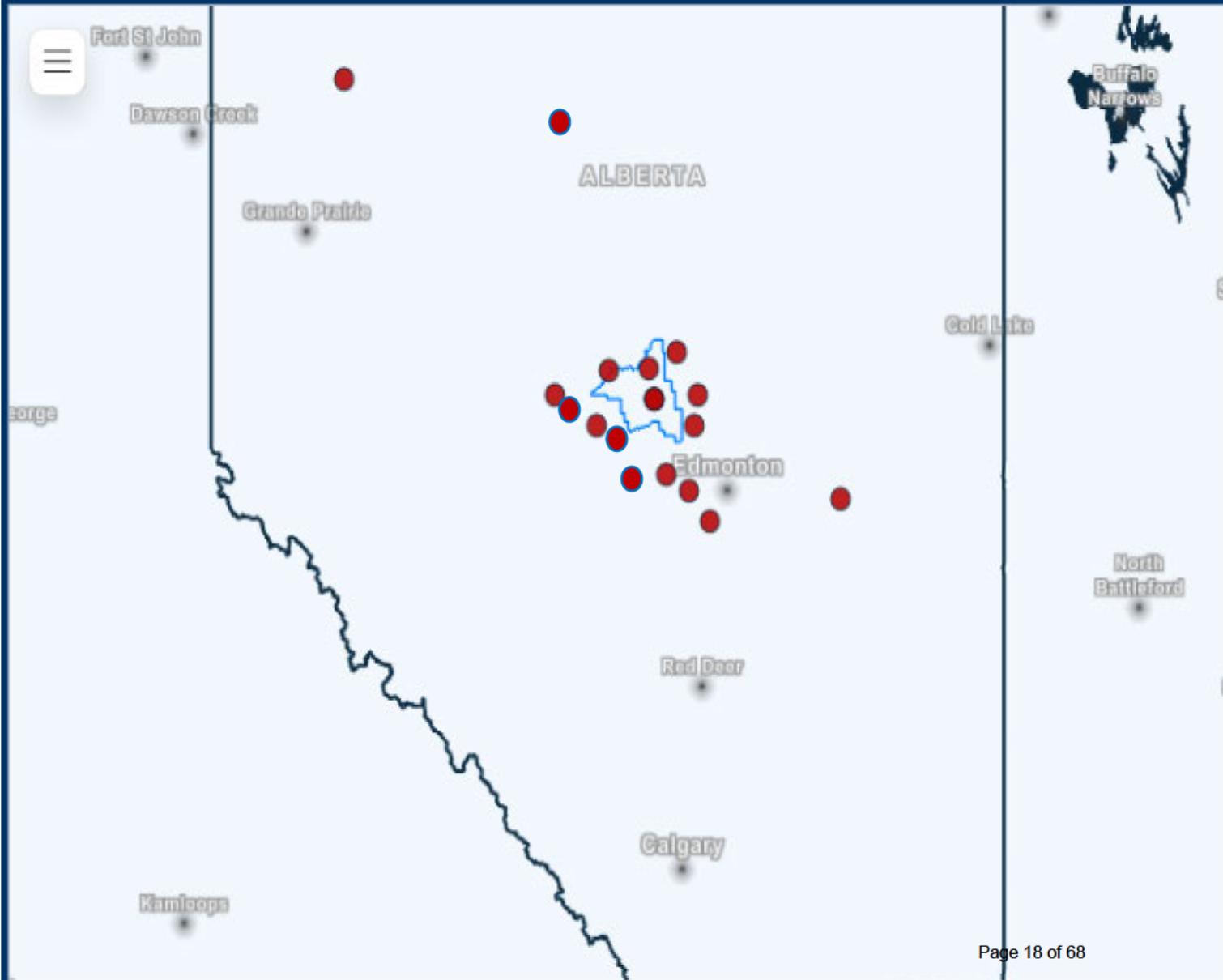
COUNTY OF BARRHEAD 15-YEAR OVERVIEW	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
BARRHEAD HOSPITAL IFTs	21	9	9	14	13	7	12	7	5	6	9	17	17	13	5	164
NEAR BARRHEAD *	8	4	7	12	8	4	3	5	1	1	1	2	1	1	4	62
NEAR FORT ASSINIBOINE *													1			1
NEAR LAC LA NONNE										2				1		3
NEAR NEERLANDIA				1						1	1	1				4
NEAR SANDY BEACH *															1	1
TOTAL 70% IFTs / 30% Scene	29	13	16	27	21	11	15	12	6	10	11	20	19	15	10	235



* Scene calls and search & rescue (SAR) coded to nearest community - Actual mission location used to identify each occurrence within County of Barrhead boundaries

Within County of Barrhead Boundaries - Patients Flown by STARS (2010-Present)

Locations where Barrhead Residents Travelled and Needed STARS

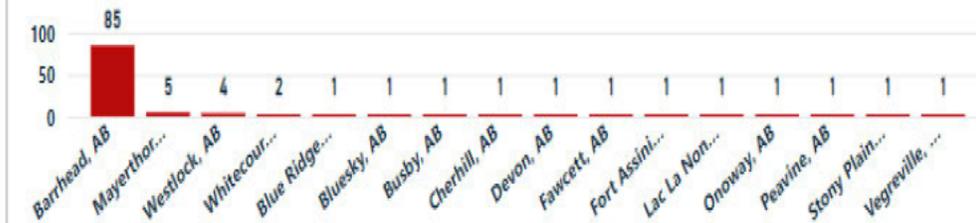


Resident Community	5 Yrs Ago	4 Yrs Ago	3 Yrs Ago	2 Yrs Ago	Last Year	5 Year Total	Total Since 2010
Barrhead	2	2	7	13	8	32	105
Neerlandia	0	0	0	0	0	0	3
Total	2	2	7	13	8	32	108

108 Total area residents flown
105 Patients = Barrhead residents

* Red dots on the map and pickup locations listed (below) indicate where your residents were, at the time they needed STARS.

Count by Pickup Location



85 Patients picked up in Barrhead

23 Resident patients picked up in 15 other locations outside of County of Barrhead.

Accidents and illness happen Anywhere.



AMTC International Simulation Competition 2025 CHAMPIONS

ESSENTIAL SERVICES FOR ALL, RURAL

- **95% Alberta in Partnership**
- **9 PROVINCIAL LEADERS** (logo on STARS helicopters)
- **Includes Northern B.C.** (7 PRRD Districts)
- **80% Regional Leaders** (\$2(+) per capita)
- **2025 = \$2.4M Municipal Support** (\$21.6M operations must be fundraised)

PROVINCIAL LEADERS

- Fixed Rate (up to \$250K per year)
 - Standing Motion Budget Line-item
- 2026 Welcomes (3) Provincial Leaders

REGIONAL LEADERS

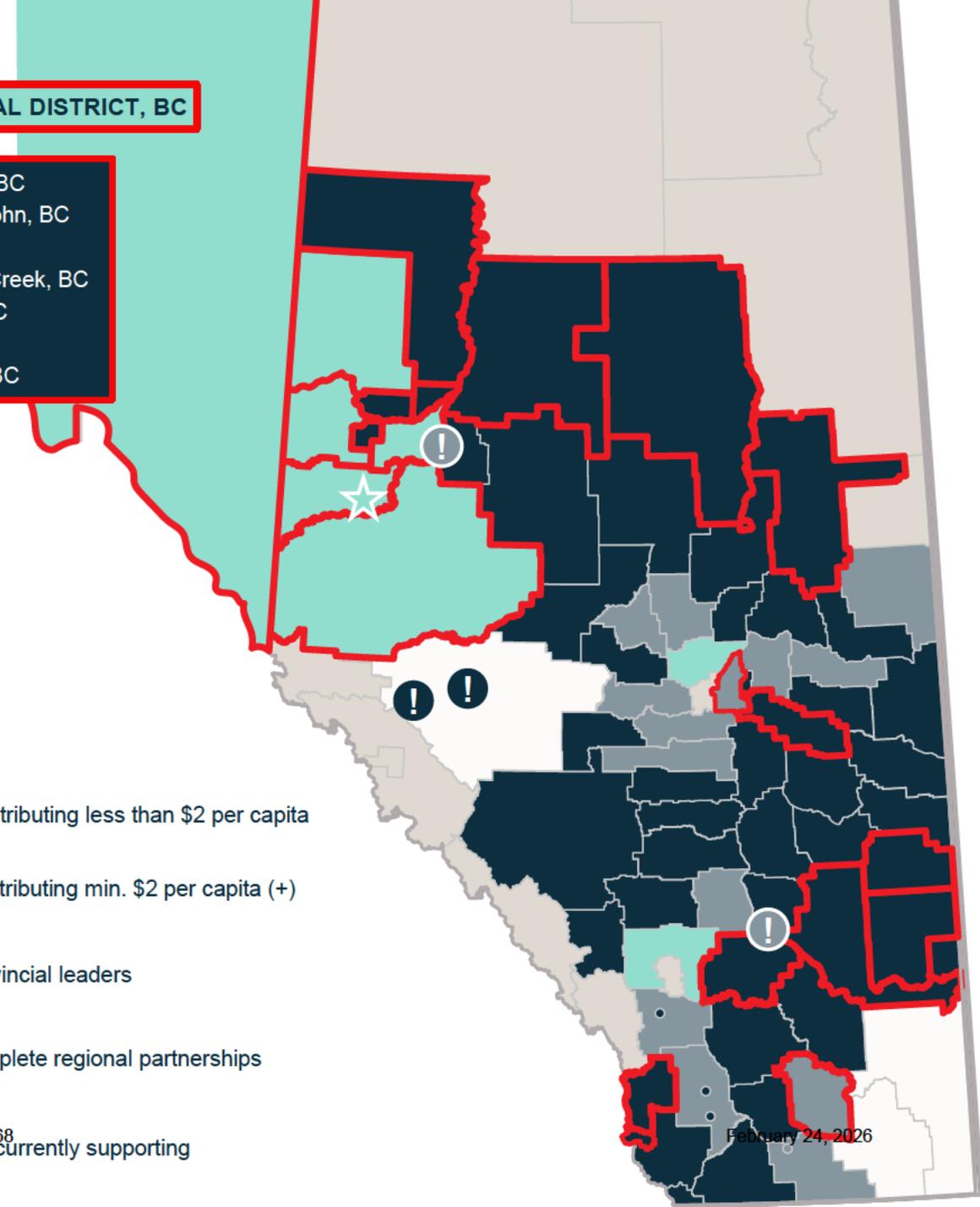
21 Complete Regional Partnerships
(Includes every town & village within boundaries)

PEACE RIVER REGIONAL DISTRICT, BC

- Hudson's Hope, BC
- City of Fort St. John, BC
- Taylor, BC
- City of Dawson Creek, BC
- Pouce Coupe, BC
- Chetwynd, BC
- Tumbler Ridge, BC

-  Contributing less than \$2 per capita
-  Contributing min. \$2 per capita (+)
-  Provincial leaders
-  Complete regional partnerships

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Not currently supporting



OUR REQUEST
TOWN OF BARRHEAD

\$4500 Fixed Rate
(\$1.04 per capita / based on Pop. 4320)

2026, 2027, 2028, 2029

(In conjunction with council term)

CRITICAL CARE, ANYWHERE. 

REQUEST FOR DECISION

To: Town Council

From: Shallon Touet, Director of Parks and Recreation

Date: February 24, 2026

Re: Service Agreements – Barrhead Sportsgrounds and Agricultural Society Events

1.0 **PURPOSE:**

Administration met with the Barrhead Exhibition Association and Agricultural Society (Agricultural Society) team on February 19 to review the finer details of the proposed agreements. The agreements presented reflect the terms and conditions discussed and mutually agreed upon at that meeting.

The purpose of this report is to present Council with two separate service agreements with the Agricultural Society:

1. Use of the Barrhead Agrena for the Wild Rose Rodeo Finals.
2. Inspections and operational support for Agricultural Society Demo Derby and Fair Days events.

Both agreements are presented together for efficiency. It is important to note that these are two distinct agreements with different scopes, terms, and financial arrangements, although they follow the same template for clarity and consistency.

2.0 **BACKGROUND AND DISCUSSION:**

2.1 **Agreement 1 Wild Rose Rodeo Finals Agrena Use:**

The Town has agreed to rent the Barrhead Sportsgrounds, including the agrena, parking, bleachers, concession, and washroom facilities, to the Agricultural Society for the Wild Rose Rodeo Finals.

- Up to twelve (12) days of facility use in September annually at no rental cost; additional days are charged at standard rates.
- Town staff will provide in-kind services for wood chip/poly installation and ice restoration.
- Staffing support of two Town staff during the event (with scheduled shifts and contact numbers).
- Cleanup responsibilities to be billed to the Agricultural Society.
- Insurance, indemnification, and health & safety obligations are the responsibility of the Agricultural Society.

- Agreement term: five (5) years (expiring September 30, 2032), with options to renew and terminate with nine months' notice.
- Monetary fees are subject to annual adjustment based on Alberta inflation rates.

This agreement ensures that the Wild Rose Rodeo Finals can continue at the Barrhead Agrena with clear responsibilities for both parties and proper financial accountability.

2.2 Agreement 2 Inspections and Operational Support for Demo Derby and Fair Days:

This agreement is separate from the Rodeo Finals agreement and relates to operational support for other Agricultural Society events:

- Inspections: Any inspections required for grounds or buildings will be coordinated by Town staff but paid for by the Agricultural Society.
- Demo Derby: Two Town staff (one male, one female where possible) will be onsite from 1:00 p.m. to 8:30 p.m., with scheduled rest and meal breaks. Duties include cleaning and restocking toilets, garbage collection, recycling, and bleacher/general grounds cleanup.
- Fair Days: Two staff (one male, one female where possible) present each day from 12:30 p.m. to 8:00 p.m., performing duties like Demo Derby, plus ball field preparation, ongoing washroom monitoring, and grounds maintenance.
- Consumables: Paper products, disinfectants, and garbage bags are supplied by the Agricultural Society.
- Costs for staff and inspections are fully billed to the Agricultural Society, with no net cost to the Town.
- Agreement term: six (6) years (expiring September 30, 2032), with options to renew and terminate with nine months' notice.

This agreement ensures that the Agricultural Society's additional events are properly supported, safe, and compliant with municipal standards.

3.0 ALTERNATIVES:

- 3.1 Approve both agreements as presented (recommended).
- 3.2 Approve one agreement but request changes to the other.
- 3.3 Decline either or both agreements, requiring individual negotiation or alternative arrangements for event use and staffing.

4.0 FINANCIAL IMPLICATIONS:

- Rodeo Finals Agreement: In-kind contributions for prep and ice restoration (\$6,600 annually) and cleanup costs (\$8,000 per year) billed to the Agricultural Society. No direct net cost to the Town.
- Inspections and Event Support Agreement: All inspection and staffing costs are billed directly to the Agricultural Society; consumables are provided by the Society. No unbudgeted Town costs.
- Wild Rose Rodeo Finals include annual adjustments based on Alberta inflation rates.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

- Rodeo Finals: Recreation, Public Works, Administration.
- Demo Derby / Fair Days: Recreation, Public Works, Administration.

Staff have confirmed the required resources can be accommodated with advance planning.

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Neither agreement has direct implications for senior government programs or funding.

7.0 POLITICAL/PUBLIC IMPLICATIONS:

- The Wild Rose Rodeo Finals is a high-profile event with positive community and tourism impact.
- Providing clear support for the Demo Derby and Fair Days ensures transparency and accountability regarding cost recovery and Town involvement.
- Presenting both agreements together helps Council and the public understand the separate scope and responsibilities of each agreement.

8.0 ATTACHMENTS:

8.1 Draft Agreement Wild Rose Rodeo Finals

8.2 Draft Agreement Inspections and Operational Support for Demo Derby and Fair Days

9.0 RECOMMENDATION:

That Council approve both service agreements with the Barrhead Agricultural Society as presented, understanding that these are two separate agreements with distinct scopes and financial arrangements.

RECOMMENDED MOTION (Public):

That Council adopt the Service Agreement with the Barrhead Agricultural Society for use of the Barrhead Agrena to host the Wild Rose Rodeo Finals for a five-year term expiring September 30, 2032, subject to the terms outlined in the agreement.

That Council adopt the Service Agreement with the Barrhead Agricultural Society for inspections and Town staffing support for the Demo Derby and Fair Days events, for a six-year term expiring September 30, 2032, subject to the terms outlined in the agreement.

(original signed by the CAO)
Collin Steffes
CAO



AGRENA & FACILITY USE AGREEMENT – WILDROSE RODEO FINALS

THIS AGREEMENT made this ___ day of _____, 2026

BETWEEN:

THE TOWN OF BARRHEAD
(hereinafter called the “Town”)

AND:

BARRHEAD EXHIBITION ASSOCIATION AND AGRICULTURAL SOCIETY

(hereinafter called the “Ag Society”)

1. BACKGROUND

WHEREAS the Town owns and operates the Barrhead Agrena located at 5607 - 47th Street in Barrhead, Alberta (the “**Agrena and Facilities**”), wherein there are facilities such as the Arena, dressing rooms, back-concrete apron, equipment, concession, and meeting rooms.

AND WHEREAS the Ag Society encourages improvement in agriculture and enhanced quality of life by providing programming and hosting various events in Barrhead and community.

AND WHEREAS the Ag Society wishes to rent from the Town the Agrena and Facilities for the purpose of hosting the Wildrose Rodeo Finals.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and the Ag Society hereby agree as follows:

2. SCOPE:

2.1. The Town owns the Agrena inclusive of the arena, back-concrete apron, meeting rooms, dressing rooms, equipment, and concession (the “**Agrena and Facilities**”).

2.2. The Town hereby rents to the Ag Society, the Agrena and Facilities for the purpose of hosting the annual Wildrose Finals Rodeo. This includes agrena, bleachers, upstairs board room, concession, dressing rooms, and the Dr. Charles Godberson Rotary Room.

3. TERM AND RENEWAL

3.1. The Ag Society will rent the Agrena and Facilities for a twelve (12) day period in August/September of each year for a five (5) year term, commencing January 31, 2027, and terminating on January 31, 2032 (the “**Term**”).

3.2. If the Ag Society is not in default under the terms of this Agreement, they may request a renewal for an additional five (5) years to coincide with the Wildrose Rodeo Finals on the same terms and conditions herein, by written notice at least 90 days before the end of the Term. The Town will confirm its decision regarding the request for renewal within 60 calendar days of the request.

3.3. Should the Ag Society require the Agrena and Facilities outside the twelve (12) day period and should the Town be in a position to accommodate such request, the Ag Society shall pay to the Town all current rental rates as stipulated in the Town’s current rates and fees schedule.

3.4. The Ag Society will confirm the specific rental start and end dates for each year no later than January 5 in each calendar year of the Term to avoid conflict with other bookings of the Agrena and Facilities.

3.5. This Agreement may only be amended by mutual agreement in writing of both parties.

4. RENTAL AND SERVICES PAYMENT TERMS

4.1. The Town will provide utilities including water, sewer, electricity, natural gas, and garbage (within customary and reasonable limits); electronic surveillance (excluding after-hours alarm response); and will be responsible for property taxes and building insurance.

4.2. The Ag Society will pay the Town an annual rental fee of \$8,000.00 + GST upon being billed immediately upon completion of the post Rodeo inspection.

4.3. Fees outlined in this agreement are subject to annual adjustments based on the current **annual** Alberta inflation rates as of August 31 of each rental year.

5. RENTOR'S RESPONSIBILITIES

5.1. All-Inclusive

- I. The Town shall bear no responsibility for the Ag Society's employees or volunteers and no employee or volunteer of the Ag Society will be considered to be an employee of the Town.
- II. The Ag Society shall refrain from and take all reasonable steps to prevent any damage or destruction of the Agrena and Facilities and any items or equipment therein or thereon.
- III. The Ag Society shall not sell any goods in glass containers or bottles, chewing gum, or packaged seeds or nuts.
- IV. The Ag Society shall provide and maintain their own cash/debit machines or point of sale system.
- V. The Ag Society shall notify the Town within 24 hours of mechanical issues impeding the use or safe operation of the Town's equipment or facilities.
- VI. The Ag Society will return the Agrena and Facilities in the same condition as it was received excluding only reasonable wear and tear.

5.2. Concession

- I. The Ag Society shall operate the concession area (as shown in Schedule "A") safely, cleanly, professionally, and in compliance with all government regulations, applicable laws, health standards, licences, and permits.
- II. The Ag Society shall maintain and keep at a minimum **the existing** CSA Standard Z1220-17 Type 3 Intermediate Small First Aid Kit in the Concession.
- III. The Ag Society shall comply with Schedule "B": Daily Concession Maintenance and Cleaning Checklist inline with the Alberta Food Retail and Foodservices Code.
- IV. The on-site dishwasher is a "dish sanitizer" and does not use dish soap. All eating and cooking utensils, and dishware must first be thoroughly hand washed in the sinks before being placed in the "dish sanitizer".
- V. The Ag Society shall maintain the equipment listed in Schedule "C": Barrhead Agrena Concession Main Equipment and any additional equipment as directed by the Town.

~~5.3. Arena, bleachers, meeting and dressing rooms~~

- I. ~~The Ag Society will return the Agrena and Facilities in the same condition as it was received excluding only reasonable wear and tear.~~ Added this clause to 5.1.as **5.1.VI**

6. TOWN'S RESPONSIBILITIES:

6.1. Town Staffing – two (2) employees will be available to the Ag Society during the rodeo event as per the following shifts:

- I. Two (2) employees Thursday – Sunday 7:30 a.m. – 4:30 p.m.

- II. Two (2) employees Thursday – Sunday 4:00 p.m. – 12:00 a.m. (Midnight)
- 6.2. Will be responsible for putting down wood chips and poly prior to the event.
 - 6.3. Provide all necessary regular ice cleans to return the ice back to standards for community use following the Rodeo event.
 - 6.4. Allow use of the North access point (back cement apron) of the Agrena free of vehicles to enable room for rodeo livestock and other event needs.
 - 6.5. Provide Town staff to operate the Town-owned manlift to assist the Ag Society with set up and take down.
 - 6.6. Allow use of bulletin and display boards, sound system, and bleachers.
 - 6.7. Provide fire suppression check.
 - 6.8. The Town will provide internet and WIFI access.
 - 6.9. Town is not responsible for any loss or damage to property or equipment belonging to the Ag Society or its employees, volunteers or contractors that is used in or left in the Agrena and Facilities, all of which will be at the sole risk of the Ag Society at all times.

7. REGULATORY COMPLIANCE

The Ag Society must:

- 7.1. Comply with the Alberta Occupational Health and Safety Act, Regulations and Code.
- 7.2. Comply with all laws, bylaws, health codes, safety codes, and Town policies and directions.
- 7.3. Obtain and display all required permits.
- 7.4. Immediately notify the Town of any Alberta Health Services inspection deficiencies or other regulatory reports and rectify the same within forty-eight (48) hours.
- 7.5. The Town may send a representative to inspect the concession at various times in its discretion during the rental period to ensure it is being maintained to the standards set out in this Agreement.

8. INSURANCE AND LIABILITY

- 8.1. Before commencement of the Term, the Ag Society must provide proof of:

- I. Comprehensive general liability insurance of at least \$5,000,000 per occurrence and to cover any damage to the Agrena and Facilities, naming the Town as an additional insured; and
- II. Environmental impairment liability insurance of at least \$1,000,000.

All policies must include a waiver of subrogation in favour of the Town.

9. INDEMNIFICATION AND WAIVER OF SUBROGATION

9.1. The Ag Society shall indemnify and hold harmless the Town, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, and costs (including legal fees on a solicitor and own client basis) arising out of or related to:

- I. The Ag Society's operation and occupation of the Agrena and Facilities.
- II. The Town's exercise of any of its rights under this Agreement.
- III. Any breach of this Agreement by the Ag Society; and
- IV. Any injury, death, or damage to persons or property occurring on or about the Agrena and Facilities involving the Ag Society, its staff, customers, or the public, arising from any cause, including the negligent acts or omissions of the Town or its officers, employees, agents, or representatives.

9.2. The Ag Society further releases the Town, its officers, employees, agents, and representatives from any and all liability or responsibility to the Ag Society, or to anyone claiming through or under the Ag Society, by way of subrogation or otherwise, for any loss or damage to property that is covered (or required to be covered) by insurance under this Agreement, whether or not such loss or damage is caused by the negligence of the Town or its officers, employees, agents, or representatives.

9.3. The Ag Society covenants that all insurance policies obtained in connection with this Agreement shall include a waiver of subrogation in favour of the Town, its officers, employees, agents, and representatives, as their interests may appear.

9.4. This indemnity and waiver shall survive the expiration or earlier termination of this Agreement.

10. TERMINATION AND DEFAULT

10.1. This Agreement may be terminated:

- I. By either party upon written notice to the other at least six months in advance of the next annual scheduled event.
- II. Immediately by the Town, if the Ag Society defaults as provided for in Section 10.2 of this Agreement.

10.2. Default includes:

- I. Failing to pay Rent when due and payable; or
- II. Breaching Agreement terms

10.3. Upon default, the Town may terminate the Agreement immediately, re-enter the Agrena and Facilities, and retake possession, without limitation to any other rights or remedies the Town may have arising from such default.

10.4. Upon the end of each annual rental period, the Town and the Ag Society will perform an inspection using the Schedule “D” Concession Lease Inspection Checklist. The Town and the Ag Society will schedule such inspection within seven (7) days of the event.

10.5. If the Ag Society will not meet within the seven (7) days required, the End of Service Inspection will be performed in their absence.

10.6. Upon completion of each annual rental period the Ag Society must return all keys in its possession for the Concession Area or the Agrena to the Town.

11.ACCESS AND SECURITY

11.1. Prior to commencement and end of each annual rental period, the Ag Society and the Town will perform a walk through of the Agrena and Facilities using the Concession Lease Inspection Checklist (Schedule “D”) to document the condition of the Agrena and Facilities.

- I. Both the Ag Society and the Town will sign and date the Schedule “D” checklist at the end of the inspection.
- II. Both the Ag Society and the Town will retain a copy of the inspection for their records.

11.2. Prior to commencement and end of each Ice Season, the Ag Society and the Town will exchange keys:

- I. Town will provide **three sets** of keys at commencement of the rental period.
- II. Ag Society will return all sets of keys upon end of the rental period.
- III. Ag Society will pay for replacement locks if keys are lost.
- IV. Ag Society will secure the Agrena and Facilities when unoccupied.

11.3. The Ag Society must cover all costs associated with an after-hours alarm response in the event they are responsible for triggering the alarm.

11.4. If the Ag Society requires access outside of regular Agrena hours, they must submit their request to the Town, and if permitted, will be given after-hours access by an employee of the Town.

12. NOTICES

12.1. All notices must be in writing and sent to:

Town:
TOWN OF BARRHEAD
Attn: Direction, Parks and Recreation
P.O. Box 4189, 5014 – 50 Ave.
Barrhead, Alberta T7N-1A2
E-mail: town@barrhead.ca

and to:

Ag Society:
BARRHEAD EXHIBITION ASSOCIATION & AGRICULTURAL SOCIETY
Box 4268
Barrhead, Alberta T7N 1A3
Email : bhdagsociety@gmail.com

12.2. Notices are deemed received on the next business day after e-mailing.

13. GENERAL PROVISIONS

13.1. This Agreement does not create an employment relationship, partnership or agency relationship between the Ag Society and the Town.

13.2. The Agreement may not be assigned or subleased without the Town’s written consent.

13.3. Any dispute arising under this Agreement shall be addressed in the following order:

- i. First be addressed through good-faith discussions between the Ag Society and the Parks and Recreation Foreman.
- ii. If the dispute is not resolved at that level, the matter shall be referred in writing to the Chief Administrative Officer (CAO) for review and attempted resolution.
- iii. If the parties are still unable to resolve the dispute, the parties agree to attempt to resolve the dispute through mediation with a mutually agreed-upon mediator located in Alberta. The costs of mediation shall be shared equally unless otherwise agreed.

13.4. The Agreement shall be governed by the laws of the Province of Alberta.

13.5. The Town shall not be liable for failure to perform any of its obligations hereunder or for damage or loss to the Ag Society if such failure, damage or loss is caused by acts of God or of the King’s enemies, fire, casualty of war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances attributable to the Ag Society,

or any other emergency or cause of whatsoever nature beyond the reasonable control of the Town.

13.6. Should any provision of this Agreement be illegal or unenforceable, it shall be considered separate and severable from the remainder of this Agreement and the remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

13.7. Marginal headings are for convenience only.

13.8. This document is the entire agreement between the parties and replaces any previous drafts, representations, or agreements.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

TOWN:

TOWN OF BARRHEAD

Printed Name
Position

Signature

AG SOCIETY:

BARRHEAD EXHIBITION ASSOCIATION & AGRICULTURAL SOCIETY

President (Printed Name)

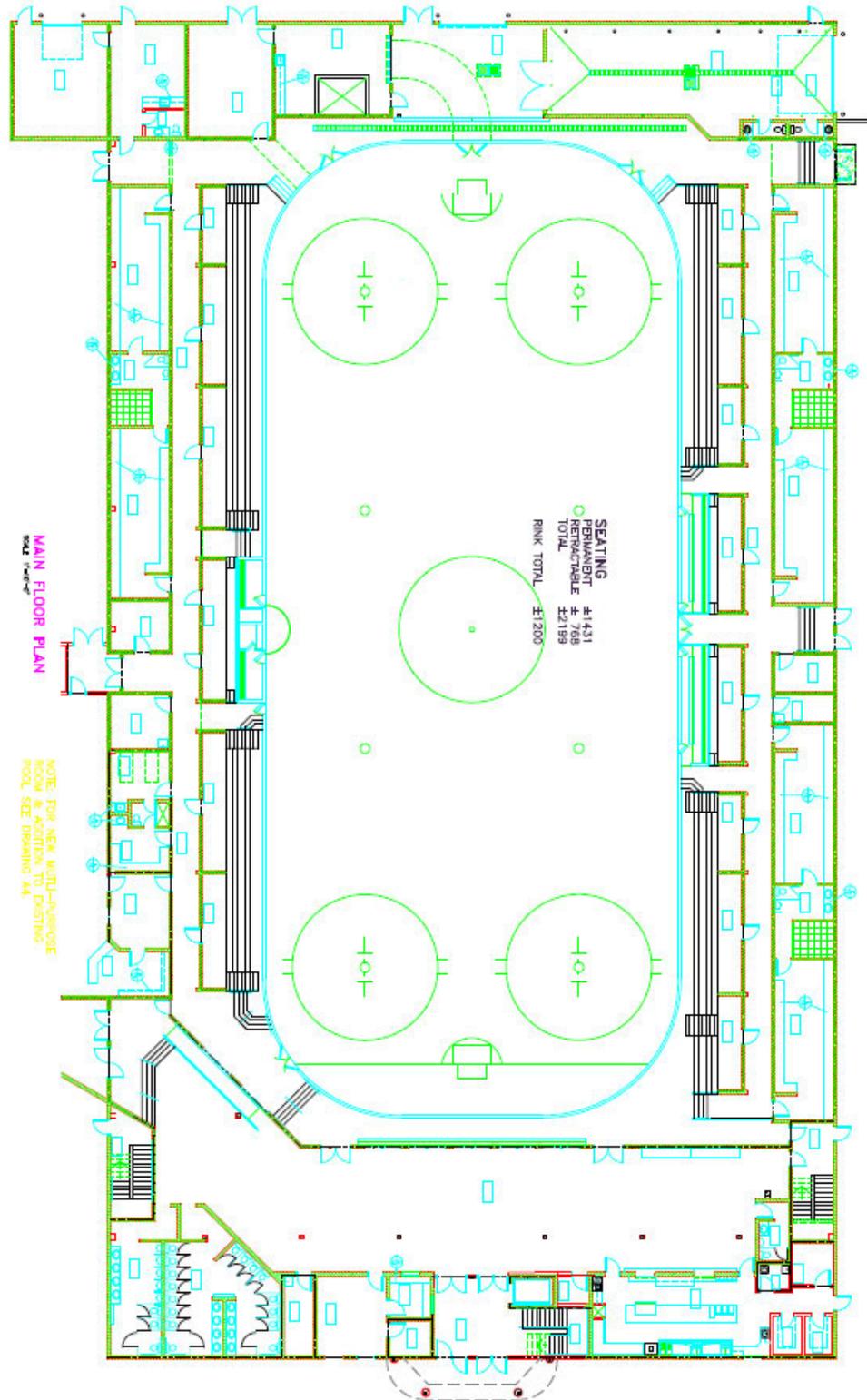
Signature

Director (Printed Name)

Signature

SCHEDULE A

Town of Barrhead Aрена Concession Floor Plan



SCHEDULE B

Town of Barrhead
Daily & Monthly Agrena Concession Area
Maintenance & Cleaning Checklist

DAILY MAINTENANCE/CLEANING

Date:	
Performed by:	

	Task	Initial	Reportable Findings
1	Wipe and sanitize all food prep surfaces		
2	Sweep and mop all floors		
3	Empty and sanitize trash bins		
4	Clean exterior concession counter		
5	Remove packaging, waste, and debris from lobby tables		
6	Sanitize sink basins and taps		
7	Wash and sanitize utensils, pans, and malware		
8	Clean drain covers and floor drains		
9	Wipe down refrigerator/freezer handles and doors		
10	Check and log refrigeration/freezer temperatures		
11	Clean cooking equipment surfaces (grill, fryer, etc.)		
12	Inspect for visible pests; log findings		
13	Confirm fire exits are clear		
14	Confirm First Aid Kit supplies are fully stocked		

If reportable findings require reporting back to Town of Barrhead, supply a copy of this checklist to the Director of Parks and Recreation within 48 hours.

Town of Barrhead Use: Corrective Action Taken	
--	--

Deep Clean Using Boil-Out Method Deep Fryer

PROCEDURE

Boiling out a deep fryer is the process of removing old oil, adding water and cleaning solution, and then boiling the water to thoroughly clean the interior of the fryer and remove any hard, stuck-on grime. Follow the steps in the video below to boil out your fryer:

- Ensure the deep fryer is unplugged and completely cooled down before starting the cleaning process.
 - Wear gloves and eye protection to prevent burns from hot water and cleaning solution.
 - If the fryer has a drain valve, ensure it is closed before adding water.
1. Drain all of the grease from the fryer and safely discard it via an oil caddy and an approved oil discharge container.
 2. Use a fryer cleaning rod to clean any remaining debris out of the drain line and from the bottom of the fryer.
 3. Rinse the fryer with hot water to remove excess undrained fat and drain.
 4. Fill the fryer with cool water within at least 3-4" below the top.
 5. Then, add deep-fat fryer cleaner.
 1. Check the instructions on the bottle to find the specific amount you need to use.
 6. Boil slowly for 20 minutes.
 7. Use cell phone to capture video of the Boil Out process (while boiling) and email video to info@townofbarrhead.ca as part of the Monthly Maintenance/Cleaning Checklist.
 8. Turn off the fryer and allow the soapy water to cool down.
 9. Open the drain valve.
 10. Allow the fryer to drain slowly. Use a strainer to catch any large debris.
 11. When the water has drained, use a long-handled fryer brush to clean the sides, top, and heating elements of the fryer.
 12. Rinse thoroughly to remove all residue.
 13. Add your new oil.
 1. Optional to add fry powder or oil stabilizer to the fresh oil to make it last longer.

Manual Dishwashing PROCEDURE

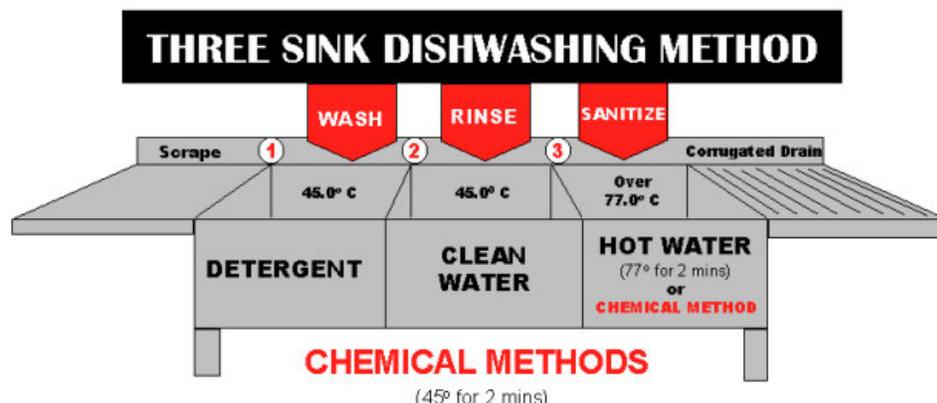
When relying on the manual method for washing and sanitizing dishware and serving/dining utensils, the operator should use a three compartment sink and the following procedure.

Dishes should be:

1. Thoroughly scraped clean of visible foreign materials and food scraps;
2. Washed in the first compartment sink in detergent solution capable of removing grease and food particles and that is maintained at a temperature of not less than 45°C (113°F);
3. Rinsed in the second compartment sink in clean potable water maintained at a temperature of not less than 45°C (113°F); and
4. Sanitized in the third compartment sink by immersion, in one of the following methods:
 - a. for at least 2 minutes in water at a temperature of at least 77°C (171°F);
 - b. for at least 2 minutes in a chlorine solution of 100 - 200 mg/L available chlorine at a temperature of not less than 45°C (113°F);
 - c. for at least 2 minutes in a solution containing a quaternary ammonium compound having a strength of not higher than 200 mg/L consistent with efficacy at a temperature of not less than 45°C (113°F); or
 - d. for at least 2 minutes in a solution containing not higher than 25 mg/L iodine at a temperature of not less than 45°C (113°F).

NOTE: The solutions used for the methods outlined in clause 4 should be completely changed often enough to prevent utensils from becoming soiled and to maintain the bactericidal effect of the solution.

5. The operator should test the temperatures of the water and the sanitizer concentration frequently to ensure that effective sanitizing is occurring.
6. Air-dried, if possible.



Chlorine Solution = 100ppm

Dilution of 5% Bleach (Chlorine) approximately

- one tbsp. per gallon of water
- 1/2 ounce per gallon of water
- 1/2 tsp. per litre of water
- 2ml per litre of water

Quaternary Ammonium Solution

(Quats) = 200ppm

Dilution of Quats

Follow manufacturer's instructions February 24, 2026

SCHEDULE D

Town of Barrhead
Agrena Concession Area Lease Start/End INSPECTION CHECKLIST

DATE OF **START** OF SERVICE INSPECTION: _____

Performed by: Town of Barrhead _____

CONTRACTOR _____

DATE OF **END** OF SERVICE INSPECTION: _____

Performed by: Town of Barrhead _____

CONTRACTOR _____

Storage Room		START Condition	END Condition	Action Needed
Walls				
Lights/fixtures				
Door				
Door Hinges Handle/Mechanism				
Custodial Room		START Condition	END Condition	
Wash Basin				
Sink Taps				
Towel Rack				
Walls				
Lights/fixtures				
Refrigerator Walk-in Cooler		START Condition	END Condition	
Walls				
Lights/Fixtures				
Door				
Door Hinges Handle/Mechanism				
General Operation				
Motor/Fans				
15 Shelves				

Walk-in Freezer		START Condition	END Condition	
Walls				
Lights/Fixtures				
Switch/light				
Door				
Door Hinges Handle/Mechanism				
General Operation				
Motor/Fans				
12 Shelves				
Open Kitchen	Additional Parts	START Condition	END Condition	
Shelving/Rack 5 tiers				
Stainless Steel Counter with bottom Shelf				
3 bay Stainless Steel Sink	Taps Sprayer			
Racking 3 tiers	Blue			
Counter Tops				
Cabinets				
Cabinet Handles				
Cabinet Shelving				
Man doors	2			
Hinges/Locks				
Internal Shutters	2			
External Shutter	1			
Stand-Alone Equipment		START Condition	END Condition	
Grill 1	Vent hood			
Oven 1	1 rack			
Stove 1	Vent hood			
Oven 2	2 racks			
Grill 2	Vent hood			
Oven 3	2 racks			
Convection oven	5 shelves			
Deep Fryer 1	2 Baskets			
Deep Fryer 2	2 Baskets			
Dish SANITIZER				
Beverage Cooler 8 shelves	Stand- alone 2 Doors Lights			



SUPPORT SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026

BETWEEN:

THE TOWN OF BARRHEAD
(hereinafter called the "Town")

AND:

BARRHEAD EXHIBITION ASSOCIATION AND AGRICULTURAL SOCIETY

(hereinafter called the "Ag Society")

1. BACKGROUND

WHEREAS the Town employs workers within the Parks and Recreation Department.

AND WHEREAS the Ag Society encourages improvement in agriculture and enhanced quality of life by providing programming and hosting various events in Barrhead and community;

AND WHEREAS the Ag Society requires assistance during the Demolition Derby and Fair Days to provide inspections, groundskeeping and clean-up support services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and the Ag Society hereby agree as follows:

2. INSPECTIONS

- 2.1. Any 3 third party inspections required for the Ag Society grounds and or buildings, shall be coordinated and scheduled by the Town.
- 2.2. Any costs incurred from the third-party inspections shall be paid by the Ag Society.

3. DEMOLITION DERBY (JULY)

3.1. The Town will provide two (2) staff members to work during the Demolition Derby in ~~July of~~ each year of the Term during dates agreed-upon in advance by both parties. The following conditions include:

- i) One (1) shift from 1:00 p.m. to 8:30 p.m.
- ii) One (1) - ½ hr (30 minute) meal break
- iii) Two (2) fifteen-minute rest breaks. (one before and one after their half-hour meal break).

3.2. Primary responsibilities of Town workers include:

- i) Cleaning and restocking all flush toilets and portable toilets with the necessary paper and sanitary supplies where possible.
- ii) Collecting garbage from cans located throughout the agricultural grounds and disposing of it in the designated bins provided.
- iii) Gathering recyclables and moving them to the recycling area as determined by the Agricultural Board.
- iv) Cleaning the bleachers and general grounds during and once the event concludes, with any remaining cleanup to be completed on next regular workday.

4. BLUE HERON FAIR DAYS & RODEO (AUGUST)

4.1. The Town will provide two (2) staff members to work during the Fair Days in ~~in~~ ~~August~~ of each year of the Term during dates agreed-upon in advance by both parties. The following conditions include:

- i) One (1) shift from 12:30 p.m. to 8:00 p.m.
- ii) One (1) - ½ hr (30 minute) meal break
- iii) Two (2) fifteen-minute rest breaks. (one before and one after their half-hour meal break).

4.2. Primary responsibilities of Town workers include:

- i) Cleaning and restocking all flush toilets and portable toilets with the necessary paper and sanitary supplies where possible.
- ii) Collecting garbage from cans located throughout the agricultural grounds and disposing of it in the designated bins provided.
- iii) Gathering and removing recyclables and transporting them to the designated recycling area as determined by the Ag Society.
- iv) Perform dedicated bleacher cleaning on the Saturday after the rodeo crowd leaves from 5:00 p.m. to 7:00 p.m.
- v) Completing general bleacher and grounds cleanup during and once the event concludes, time permitting, with any remaining cleanup to be completed on the following Monday.
- vi) Maintenance and Support at Ball Diamonds
 - (1) Drag the fields **Friday** before Tournament start.
 - ~~(2) Infield line marking.~~
 - (3) Drag the fields ~~and prepare infield line marking~~ Saturday evening after last scheduled game.
 - (4) Perform checks on the ball field washrooms to ensure they are clean, stocked and ready for use through both day of the event. Ensure access to washrooms at all times during event.**
 - (5) Monitor and empty garbage cans located around active baseball diamonds as needed.

5. AG SOCIETY RESPONSIBILITIES

5.1. The Ag Society shall provide the Town with:

- i) The name and contact information of the direct supervisor to report to while the Town workers are on shift.
- ii) Emergency Planning information in the case of an emergency.
- iii) A shaded location available for the Town workers in the event a worker requires shelter from extreme weather conditions or during breaks.
- iv) All required consumables, including paper products, disinfectants, and garbage bags, to allow staff to carry out these duties effectively.

5.2. The Ag Society otherwise remains solely responsible for all activities and risks associated with Demolition Derby and Fair Days, including compliance with all applicable laws, bylaws, permits and approvals. Except for the provision of the specific activities described in section 4, the Town shall have no liability for anything relating to the Demolition Derby or Fair Days, and the Ag Society will indemnify and hold harmless the Town and its employees from any and all claims, losses, damages or costs incurred in connection with or arising from such events.

6. NOTICES

6.1. All notices must be in writing and sent to:

Town:
TOWN OF BARRHEAD
Attn: Direction, Parks and Recreation
P.O. Box 4189, 5014 – 50 Ave.
Barrhead, Alberta T7N-1A2
E-mail: town@barrhead.ca

and to:

Ag Society:
BARRHEAD EXHIBITION ASSOCIATION & AGRICULTURAL SOCIETY
Box 4268
Barrhead, Alberta T7N 1A3
Email : bhdagsociety@gmail.com

6.2. Notices are deemed received on the next business day after e-mailing.

7. TERM AND TERMINATION

7.1. This Agreement will commence on May 1, 2026, and continue for a term of six (6) years, (expiring September 30, 2032) unless extended by mutual agreement of the parties or earlier terminated in accordance with this section.

7.2. Either party may terminate this Agreement by providing at least nine (9) months' advance written notice to the other party.

8. GENERAL PROVISIONS

8.1. This Agreement does not create an employment relationship, partnership or agency relationship between the Ag Society and the Town.

8.2. The Agreement may not be assigned or subleased without the Town's written consent.

8.3. Any dispute arising under this Agreement shall be addressed in the following order:

- i. First be addressed through good-faith discussions between the Ag Society and the Parks and Recreation Foreman.

- ii. If the dispute is not resolved at that level, the matter shall be referred in writing to the Chief Administrative Officer (CAO) for review and attempted resolution.
- iii. If the parties are still unable to resolve the dispute, the parties agree to attempt to resolve the dispute through mediation with a mutually agreed-upon mediator located in Alberta. The costs of mediation shall be shared equally unless otherwise agreed.

8.4. The Agreement shall be governed by the laws of the Province of Alberta.

8.5. The Town shall not be liable for failure to perform any of its obligations hereunder or for damage or loss to the Ag Society if such failure, damage or loss is caused by acts of God or of the King's enemies, fire, casualty of war, disaster, riots, strikes, lockouts, force majeure, or any similar circumstances attributable to the Ag Society, or any other emergency or cause of whatsoever nature beyond the reasonable control of the Town.

8.6. Should any provision of this Agreement be illegal or unenforceable, it shall be considered separate and severable from the remainder of this Agreement, and the remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

8.7. Marginal headings are for convenience only.

8.8. This document is the entire agreement between the parties and replaces any previous drafts, representations, or agreements.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

TOWN:

TOWN OF BARRHEAD

Printed Name
Position

Signature

AG SOCIETY:

BARRHEAD EXHIBITION ASSOCIATION & AGRICULTURAL SOCIETY

President (Printed Name)

Signature

Director (Printed Name)

Signature



REQUEST FOR DECISION

To: Town Council

From: Jennifer Mantay, Director of Corporate Services

Date: February 24, 2026

Re: Monthly Bank Statement to January 31, 2026

1.0 PURPOSE:

For Council to accept the Monthly Bank Statement to January 31, 2026, as presented.

2.0 BACKGROUND AND DISCUSSION:

It has been the practice of Administration to provide Council with Monthly Bank Statements as financial information to provide some insight on the Town's financial activities.

3.0 ALTERNATIVES:

3.1 Council receives the Monthly Bank Statement to January 31, 2026, as information.

3.2 Council instructs Administration to provide additional information to the Monthly Bank Statement to January 31, 2026, and report back to the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

None

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

8.1 Monthly Bank Statement to January 31, 2026

9.0 ADMINISTRATIVE RECOMMENDATION:

Administration recommends that Council accepts the Monthly Bank Statement, to January 31, 2026, as information.

10.0 PROPOSED MOTION:

That Council accepts the Monthly Bank Statement, to January 31, 2026, as information.

(original signed by the CAO)
Collin Steffes
CAO

**TOWN OF BARRHEAD
MONTHLY BANK STATEMENT
FOR MONTH ENDED JANUARY 31, 2026**

PER TOWN OF BARRHEAD:	SERVUS GENERAL ACCT	TERM DEPOSITS
Net Balance - Previous Month	2,844,705.28	6,500,000.00
Receipts	1,907,297.34	
Interest	7,821.37	
Transfers from/to Term Deposits	0.00	0.00
Cancelled Cheques	0.00	
SUBTOTAL	4,759,823.99	6,500,000.00
Disbursements	936,481.26	
Debentures/Interest		
School Requisition	0.00	
Transfers from/to General	0.00	0.00
NSF/Returned Cheques or Transfers	0.00	
Postdated Cheques	0.00	
NET BALANCE AT END OF MONTH	3,823,342.73	6,500,000.00

PER BANK:		
Balance at end of month	3,580,404.14	6,500,000.00
Outstanding Deposits	291,579.04	
SUBTOTAL	3,871,983.18	6,500,000.00
Outstanding Cheques	48,640.45	
NET BALANCE AT END OF MONTH	3,823,342.73	6,500,000.00

**TERM DEPOSIT SUMMARY
FOR MONTH ENDED JANUARY 31, 2026**

<u>Financial Institution</u>		<u>Term Amount</u>	<u>Interest Rate</u>	<u>Term Started</u>	<u>Investment Details</u>
Scotiabank	\$	2,000,000.00	2.45	10-Dec-25	Maturity Date Mar. 9, 2026
Servus	\$	4,500,000.00	2.75	10-Nov-25	Maturity Date Feb. 8, 2026

REQUEST FOR DECISION

To: Council

From: Jenny Bruns, Director of Planning, Economic Development and Legislative Services

Date: February 24, 2026

Re: Urban Hen Program – Animal Control Bylaw Updates

1.0 **PURPOSE:**

The Town has received a proposal to reintroduce the idea of allowing chickens within the Town of Barrhead. Council directed Administration to draft a bylaw to allow urban hens. Changes to the Animal Control Bylaw were drafted for Councils consideration, and first reading was passed on January 13, 2026, and a public hearing set for February 24, 2026.

2.0 **BACKGROUND AND DISCUSSION:**

In September 2023, the Town of Barrhead conducted a community survey to gather input on the potential for an Urban Hen program that would allow urban residents to keep a limited number of chickens. Key results included:

- Of 451 eligible responses, 250 (55.5%) indicated interest in keeping between one and six chickens.
- The same percentage (55.5%) said they would *not* attend a workshop on raising chickens.
- Approximately 82% of respondents felt there should be no restrictions on the location of chicken coops.
- 69% of respondents felt chickens should not require licensing.

In January 2024, Council reviewed the survey results and determined there was not sufficient community interest to proceed. Council directed that the matter be revisited only if demand increased. While there is no new data indicating widespread demand within Town limits, the County of Barrhead has reported increased feedback and interest in backyard chickens, making it a trending topic in the broader community.

In August of 2025 the Municipal Planning Commission was referred a proposal from a member of the public to reconsider the possibility of having chickens, along with a comprehensive background of successes from other municipalities. The Municipal Planning Commission made a recommendation to direct Administration to create a proposal to allow urban hens for Council's consideration.

On November 25, 2025 Council directed Administration to proceed with drafting a bylaw to allow urban hens within the Town of Barrhead. Draft changes to the Animal Control Bylaw were given first reading on January 13, 2026 and the public hearing date set for February 24, 2026. Pending the outcome and information presented during the public hearing, Council may consider the following alternatives.

3.0 **ALTERNATIVES:**

- 3.1 To approve changes to the Animal Control Bylaw as presented, to allow urban hens, by passing second and third reading of the bylaw.
- 3.2 To recommend changes to the Animal Control Bylaw and bring back for second and third reading.
- 3.3 To defeat the bylaw that would allow urban hens within the Town of Barrhead.

4.0 **FINANCIAL IMPLICATIONS:**

Staff time to develop and implement policies and bylaws, permitting and enforcement or inspections.

5.0 **INTERDEPARTMENTAL IMPLICATIONS:**

Protective Services and Planning departments will be impacted.

6.0 **SENIOR GOVERNMENT IMPLICATIONS:**

Provincial requirements will need to be upheld, such as requirement to obtain a Premises Identification Number and following the *Disposal of Dead Animals Regulation*.

The Provincial Ministry of Agriculture provided additional guidelines that have been incorporated into the bylaw revisions for consideration such as:

- Premise Identification Number requirements
- Allowing additional poultry or just chickens
- Age requirements for permit holders
- Permissions from property owners if renters are present
- Notification to neighbors
- Training (Chickens 101)
- Biosecurity
- Maximum and minimum number of chickens, and age (over 16 weeks)
- Coop and Run requirements
- Site plan requirements and fencing
- Selling of products
- Disposal methods of chickens

7.0 **POLITICAL/PUBLIC IMPLICATIONS:**

Public expectations of the program, both for and against having chickens.

8.0 **ATTACHMENTS:**

- 8.1 Bylaw with amendments attached.

9.0 ADMINISTRATIVE RECOMMENDATION:

Administration recommends the Council approve second and third readings of the Animal Control Bylaw as presented.

10.0 PROPOSED MOTION(S):

10.1 That Bylaw 01-2026, the Animal Control Bylaw, be given second reading.

10.2 That Bylaw 01-2026, the Animal Control Bylaw, be given third reading.

(original signed by the CAO)

Collin Steffes
CAO

THE ANIMAL CONTROL BYLAW

A Bylaw of the Town of Barrhead, in the Province of Alberta, for the purpose of regulating and controlling of animals within the Town.

WHEREAS, the Council of the Town of Barrhead has deemed it desirable, expedient and in the best interest of developing and maintaining a safe and viable community to pass a Bylaw to control and regulate the ownership and activities of animals within the Town,

NOW THEREFORE the Council of the Town of Barrhead, in the Province of Alberta, in an open meeting hereby enacts as follows:

1. TITLE

This Bylaw shall be referred to as the “Animal Control Bylaw”.

2. DEFINITIONS:

In this Bylaw:

- a) **“Animal”** means any animal, feral or domesticated.
- b) **“Animal Shelter”** means the premises designated by the Town of Barrhead for the impoundment and care of dogs and cats, includes but not limited to premises provided by a veterinary clinic or independent contractor under contract to the Town to provide an animal shelter.
- c) **“CAO”** means the Chief Administrative Officer or designate of the Town of Barrhead.
- d) **“Cat”** means a male or female of the feline species.
- e) **“Council”** means the Council of the municipal corporation of the Town of Barrhead.
- f) **“Dangerous Dog”** means any Dog, regardless of age, whether on public or private property, which has:
 - (i) without provocation, chased, injured, or bitten another animal or human, or
 - (ii) without provocation destroyed any public or private property that is not the owners, or
 - (iii) without provocation threatened or created the reasonable apprehension of a threat to a human, another domestic animal, which in the opinion of the Animal Control Office, or Peace Officer, presents a serious threat of serious harm to humans, other domestic animals.
- g) **“Dog”** means a male or female of the canine species and includes all canine hybrids such as a canine species crossed between a wolf or coyote.
- h) **“Former Owner”** means the person who at the time of impoundment was the owner of the animal.
- i) **“Hen”** means a female domestic chicken older than 16 weeks.
- j) **“Housed and Confined”** means to confine a female dog or female cat during the whole period of time that such dog or cat is in heat in such a manner that the dog or cat will not be a source of attraction to the other dogs or cats.
- k) **“License Tag”** means an identification tag issued by the Town in accordance with the provision of this bylaw.
- l) **“Livestock”** means those animals which have been domesticated for and are associated with agriculture or ranching including but not limited to horses, ponies, cattle, chickens, birds, sheep, swine, goats and mules, but excluding cats and dogs.
- m) **“Municipal Tag”** means a ticket alleging an offence issued pursuant to the authority of a bylaw of the Town.
- n) **“Off-Leash Area”** means, an area designated and signed by Town Administration where Owners may legally have their Dog At Large and unleashed or leashed.
- o) **“Owner”** means
 - a. a person who has care, charge, custody, possession or control of an animal;
 - b. a person to whom a license was issued for the animal;
 - c. a person who harbours, shelters, permits or allows an animal to remain in or about a person’s land or premises.
- p) **“Peace Officer”** has the same meaning as the Provincial Offence Procedures Act, as amended.
- q) **“Permit Holder”** means a person over the age of 18 who holds a valid Urban Hen Permit.

- r) **“Permitted Leash”** means a humane and reasonably employed restraint adequate to control the dog or cat it is used on, and which shall not exceed three (3) meters in length.
- s) **“Person”** includes a corporation, an individual, and the heirs, executors, administrators or other legal representatives of an individual.
- t) **“PID Number”** means a Premises Identification Number issued under Alberta’s *Premise Identification Regulation*.
- u) **“Rooster”** means a mature male domestic chicken.
- v) **“Run”** means an outdoor fenced area attached to a coop where hens may roam.
- w) **“Running At Large”** means a dog or cat found on any public land within the Town of Barrhead or on private property without the consent of the landowner or occupant thereof and is not controlled by a any person by means of a leash or other similar devise for that purpose.
- x) **“Service Dog”** has the same meaning as defined in the Service Dogs Act, as amended.
- y) **“Urban Hen”** means hens kept for personal use under this bylaw.
- z) **“Violation Ticket”** means a ticket issued pursuant to the Provincial Offences Procedure Act as amended.

3. QUANTITY OF ANIMALS

- (a) No person residing within the Town shall keep or harbour more than two (2) dogs and /or three (3) cats for a total of five (5) animals of whatever sex, aged six (6) months or more at the same time in any house, shelter, room or place within the Town.
- (b) **An Urban Hen permit holder may keep a minimum of 2 hens (for welfare) and a maximum of 6 hens. No roosters are permitted. No hens under the age of 16 weeks can be kept.**
- (c) This Section shall not apply to premises lawfully used for the care and treatment of dogs or cats or other animals operated by and in charge of a licensed veterinarian, nor to premises for which permission has been granted by the Town for temporary use for the purpose of a dog or cat show, nor to any person who has been granted a permit to operate a kennel within the Town.

4. REQUIREMENT FOR LICENSING

- (a) All dogs or cats within the Town aged six (6) months or more must be licensed.
- (b) The owner of a dog or cat shall obtain an annual license for each dog or cat that he/she owns and pay the required fee as set out in Schedule “B”, attached to this Bylaw.
- (c) The owner is required to obtain the license tag on the first business day of January each year, or on the first business day after which he/she becomes the owner of the dog or cat.
- (d) The owner shall ensure that the license is secured to the dog or cat, by means of a collar or harness, when the dog or cat is off the premises of the owner.
- (e) The license is issued for the calendar year and no refunds shall be issued for reason of the death of the dog or cat, change of ownership, or moving.
- (f) The provision of section (a) shall not apply to the following:
 - (i) dogs or cats accompanying a person temporarily in Town on business or vacation for a period not exceeding 14 days;
 - (ii) holders of a valid development permit issued under the Land Use Bylaw for a kennel;
 - (iii) service dogs as defined in the Service Dogs Act;
 - (iv) police dogs.
- (g) **Urban Hens require a permit. Applicants must:**
 - (i) be at least 18 years old;
 - (ii) be the property owner or provide written permission from the landowner;
 - (iii) notify adjacent property owners;
 - (iv) complete an approved hen keeping course (*Chickens 101 or equivalent*);
 - (v) obtain a valid Premise Identification Number (PID) from the Government of Alberta before acquiring any hens.

6. URBAN HEN REQUIREMENTS:

- (a) Site plan must be submitted showing coop and run locations.
- (b) Minimum setbacks:
 - a. 0.9 m (3 ft) from property line for coop and run;
 - b. 3.0 m (9.8 ft) from dwellings on adjacent lots;
- (c) Hens must remain confined to coop and run, and can not be free-roaming;
- (d) Permit holders must maintain clean housing and safe winter conditions;
- (e) Use reputable sources for hens to prevent disease mixing;
- (f) Use veterinary services to treat poultry diseases;
- (g) Dead hens must be disposed of in accordance with the *Disposal of Dead Animals Regulation*;
- (h) No slaughtering of hens on property;
- (i) Euthanasia may only be performed by a veterinarian, licensed facility or trained professional;
- (j) No selling of eggs, manure, meat or hen products;
- (k) Coop and run requirements:

Feature	Requirement
Coop size	Min. 0.37 m ² per hen; not exceeding 10 m ² total
Run size	Min. 1.3 m ² per hen, fully enclosed
Ventilation	Venting on 2 sides
Heat	Safe heat source (no heat lamps unless certified safe)
Nesting boxes	1 per 3–4 hens
Roosts	15 cm per hen, minimum 40 cm off floor
Predation control	Fenced yard and galvanized mesh enclosure

5. AT LARGE:

- (a) The owner of a dog or cat shall not permit or otherwise allow the dog or cat to run at large within the jurisdiction of the Town.
- (b) Any dog or cat left in a vehicle off the premises of the owner shall be deemed to be at large unless the animal is contained within an enclosed portion of the vehicle or is securely fastened within and unable to exit that vehicle to any area surrounding the said vehicle.
- (c) Hens must be kept within coop or run only, no hens can be free roaming.

6. RESPONSIBILITY OF THE OWNER:

- (a) The owner of a dog shall not permit the animal to be or become a public nuisance by:
 - (i) threatening, biting, and chasing any person;
 - (ii) biting, threatening, barking at and worrying or chasing livestock, bicycles, automobiles, or other vehicles;
 - (iii) barking, howling, or otherwise disturbing any person;
 - (iv) causing damage or injury to property or other animals.
- (b) The owner of a dog or cat who permits their animal to defecate on property other than their own shall immediately remove any matter deposited.
- (c) The owner of a female dog or cat, which is in heat shall keep the animal housed and confined.
- (d) The owner of a dog or cat who allows such dog or cat to upset waste receptacles or scatter the contents in and about a lane, street or other public or private property or in and about premises belonging to the owner of the animal is guilty of an offence.

7. DANGEROUS DOG:

- (a) If a Peace Officer determines on reasonable grounds, that a dog is dangerous, either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, he/she may:
 - (i) give the owner of a dog written notice that the dog has been determined to be a dangerous dog and keep a record of notice on file at the Town office, with the name and address of the owner as well as a description of the dangerous dog for future reference;
 - (ii) require the owner to keep such a dog at all times while on the owner’s property confined and secure by way of fence, enclosure or securely tethered in a manner that will not allow the dog to bite or harm any person or animal and not allow the dog outside the owner’s property unless such a dog is on a leash held and under the control of the owner or another responsible person with the owner’s consent;
 - (iii) inform the owner that if the dog is not confined in accordance with this bylaw the owner will be fined or subject to enforcement action pursuant to this bylaw;

- (iv) require the dog to be muzzled when off the owner's property, with exceptions for bona fide dog shows or while on duty in an enclosed area for which it is responsible to protect livestock, humans or property.
- (b) An owner of a dangerous dog is guilty of an offence if such a dog:
 - (i) is on any public property or other private property unless the dog is on a leash and under the control of the owner or another responsible person with the owner's consent;
 - (ii) threatens or attacks any person;
 - (iii) chases any person on a bicycle, or while walking or running; or
 - (v) attacks, harasses, injures or kills another animal.

8. DOGS IN OFF-LEASH AREAS:

- (a) An owner of a dog is not required to have the dog on a leash in any area which has been designated as an "off-leash area" by the Town.
- (b) The owner of a dog in an "off-leash area" shall ensure that such dog is under control at all times.
- (c) A Peace Officer may order that a dog be put on a leash, and/or the dog be removed from an off-leash area;
 - i) if the dog has done any act that injures a person or another animal,
 - ii) chases or otherwise threatened a person, and
 - iii) causes damage to property
- (d) An owner who fails to restrain a dog on a leash and/or remove a dog from the off-leash area upon being directed to do so by the Peace Officer is guilty of an offence; and nothing in this section relieves a person from complying with any other provisions of this Bylaw.
- (e) No owner of a dangerous animal shall permit the animal to be in an off-leash area at any time.

9. PROHIBITED AREAS:

- (a) The owner of a dog, cat or other animal shall not place or allow such dog, cat or other animal to enter or remain in any swimming, bathing or wading pool within the Town which is open to the public.

10. OBSTRUCTION:

- (a) No person, whether or not they are the owner of a dog or cat which is being or has been pursued or captured, shall:
 - (i) Interfere with or attempt to obstruct an Peace Officer who is attempting to capture or has captured an **animal** which is subject to being impounded pursuant to the provisions of this Bylaw.
 - (ii) Induce an **animal** to enter a house or other place where it may be safe from capture or otherwise assist the **animal** to escape capture.
 - (iii) Falsely represent themselves as being in charge or control of an **animal** so as to establish that the animal is not running at large.
 - (iv) Unlock or unlatch or otherwise open a vehicle in which **animals** seized for impoundment have been placed.
 - (v) Remove or attempt to remove an **animal** from the possession or control of the Peace Officer.

11. OTHER CONTRAVENTIONS:

- (a) No person shall:
 - (i) Untie, loosen or otherwise free an **animal** which has been tied or otherwise restrained.
 - (ii) Negligently or wilfully open a gate, door, or other opening in a fence or enclosure in which an **animal** has been confined and thereby allow an **animal** to run at large within the Town.
 - (iii) Cause unnecessary suffering to an **animal** by neglect or deprivation nor punish or abuse an **animal** in a manner or to an extent that is cruel or unnecessary
- (b) No Person shall:
 - (i) Keep livestock within the Town limits except the following:
 - a) in a veterinary clinic or hospital or as part of a cultural, recreational or agricultural event (such as a. rodeo, fair, 4-H or similar event.); and
 - b) at the discretion of the CAO or Peace Officer, in the Urban Reserve District of the Land Use Bylaw, provided the lot size is 5 acres or greater.
 - c) **excluding permitted Urban Hens under this bylaw.**

12. AUTHORITY TO IMPOUND:

- (a) A Peace Officer may capture and impound any **animal** in respect of which they believe or have reasonable grounds to believe an offence under this Bylaw is being or has been committed.
- (b) A Peace Officer authorized by this Bylaw to enforce the provisions contained herein may enter onto the land surrounding any building in pursuit of any **animal** which has been running at large and should the **animal** attain the safety of its home, the owner, possessor or harboured may be charged for allowing the **animal** to run at large whether the animal is captured by the Peace Officer or not.
- (c) Any person may seize a dog or cat found at large and deliver such dog or cat to a Peace Officer who, upon being satisfied that such dog or cat was at large, may deliver such dog or cat to the animal shelter for impoundment.

13. ESTABLISHMENT OF AN ANIMAL SHELTER:

- (a) It shall be the duty of the CAO to designate an animal shelter for the impounding and care of **animals** captured pursuant to this Bylaw, and the CAO is further authorized to make any such rules and regulations consistent with the provisions of this Bylaw as it considers necessary for the conduct in regulating such an animal shelter.

14. RECLAIMING:

- (a) The owner of any impounded **animal** may reclaim the **animal** within seventy-two (72) consecutive hours, excluding Saturdays, Sundays and Holidays from time of impoundment by paying to the Town, all penalties and fees as authorized by Council under Schedules "A" and/or "B" contained within this Bylaw.

15. SALE OR DESTRUCTION:

- (a) The animal shelter or peace officer may authorize the sale or destruction of **an animal** in a humane manner after the dog or cat is retained for no less than seventy two (72) consecutive hours from the time of the impoundment, excluding Saturdays, Sundays and Holidays, unless the CAO or his representative orders the further retention or the destruction of the **animal**, or the owner of the **animal** makes arrangements with the animal shelter or peace officer for further retention of the **animal** at the owners expense.
- (b) Notwithstanding subsection (a), if in the opinion of the animal shelter or peace officer the animal appears to be a purebred animal or if it bears an obvious identification tattoo, brand, mark, tag or license, the applicable time limit under subsection (a) is 10 days after the date on which the animal was delivered.
- (c) An owner who voluntarily relinquishes ownership of his animals to the animal shelter shall be responsible for any and all costs of retention or destruction of the animals while in the care of the shelter. The Town shall not be responsible for any costs associated with the above.
- (d) The purchaser of the impounded **animal** from the animal shelter pursuant to the provisions of this Bylaw shall obtain full right and title to it and the right and title of the former owner of the **animal** shall cease.
- (e) The animal shelter shall report any apparent illness, communicable disease, injury or unhealthy condition of any **animal** to a veterinarian and act upon their recommendation. The owner, if known, shall be held responsible for all charges resulting.

16. ENFORCEMENT:

- (a) Where a Peace Officer believes that any person has contravened any provision of this Bylaw, they may serve upon such person a Municipal Tag as provided by this section by:
 - (i) either personally or by leaving a copy for them at their last or most usual place of abode with some person present who is apparently at least 16 years of age, or
 - (ii) by mailing a copy to the owner by registered or certified mail to their last known post office address.
- (b) A person who is guilty of an offence is liable to a fine in an amount not less than that established in this bylaw, and not exceeding \$10,000.00.
- (c) A Peace Officer who is duly authorized may choose to serve a Violation Ticket pursuant to the Provincial Offences Procedures Act RSA 2000 as amended upon any person the Peace Officer believes to be in contravention of any provision of this bylaw. A Violation Ticket may require a person to appear in court on a date specified, without the option of making a voluntary payment.
- (d) Notwithstanding the provisions of this Section, a person to whom a Municipal Tag or a Violation Ticket has been issued" pursuant to this Section may exercise his right to defend any charge of committing a contravention of any of the provisions to this Bylaw.
- (d) The CAO, or designate may, at their discretion, revoke the penalties and/or fees as provided in Schedule "A" and release any **animal** in contravention of any provision of this Bylaw to the owner.

17. SUMMARY CONVICTION:

- (a) The levying and payment of any fine in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which he is liable under the provisions of this Bylaw
- (b) If a court of competent jurisdiction determines that an offence is sufficiently serious, that the court may direct or order the person that owns, keeps, maintains or harbours **an animal** to prevent such **animal** from doing mischief or causing the disturbance or a nuisance complained of, or to have the animal removed from the Town, or to have the animal destroyed.

18. SEVERABILITY PROVISION:

- (a) It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is further the intention of Council that if any provisions of this Bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.

19. RESCIND:

- (a) Bylaw 04-2021 is hereby rescinded.

Read a first time this _____ day of _____, 2026

Mayor, Ty Assaf

CAO, Collin Steffes

Read a second time this _____ day of _____, 2026

Mayor, Ty Assaf

CAO, Collin Steffes

Read a third time this _____ day of _____, 2026

Mayor, Ty Assaf

CAO, Collin Steffes

SCHEDULE "A"

In lieu of prosecution the Town will accept the following payments.

SPECIFIED PENALTIES

OFFENCE	SECTION	PENALTY
Failure to hold a current dog or cat license or urban hen permit	4	\$100.00 + License fee
Animals At Large:		
Unlicensed	5	\$150.00
Licensed	5	\$100.00
Dangerous Dog	5	\$400.00
Owner Responsibility		
Unlicensed	6(a) (iii-iv), (b), (d)	\$200.00
Dog Bite	6 (a) (i-ii)	\$300.00
Licensed	6	\$150.00
Dangerous Dog	7(b)	\$500.00
Off Leash Areas	8	\$200.00
Prohibited Area	8	\$200.00
Obstruction	9	\$500.00
Miscellaneous	3, 10	\$100.00

Contravention of any and each Bylaw provision:

Second Offence
within any twelve (12) month period

Double the above Penalties

Third and Subsequent Offence
within any twelve (12) month period

Triple the above Penalties

FEES

Fees shall be computed as follows for each day of impoundment in the animal shelter, commencing the day of seizure, in respect of each animal impounded:

Per Day ~~\$ 20.00~~ \$100

SCHEDULE "B"

RATES FOR THE PURCHASE OF AN ANNUAL LICENSE

- 1. Each spayed/neutered dog or cat (documentation required) \$ 8.00
- 2. Each unspayed/unneutered dog or cat \$20.00
- 3. Service Dog \$ NIL
- 4. Replacement of lost or destroyed dog tag \$ 8.00
- 5. Urban Hen Permit **\$ 50.00**



REQUEST FOR DECISION

To: Town Council

From: Jenny Bruns, Director of Planning, Economic Development and Legislative Services

Date: February 24, 2026

Re: Residential Tax Incentive Bylaw 02-2026

1.0 **PURPOSE:**

To consider passing a Residential New Build Tax Incentive Bylaw that provides a short-term municipal property tax incentive for new residential dwelling units constructed within the Town of Barrhead.

2.0 **BACKGROUND AND DISCUSSION:**

The Town of Barrhead, like many rural and regional municipalities, faces pressures in attracting new residential development to expand the assessment base and support population growth.

In 2025 the Town of Barrhead adopted the Housing Strategy, and one of the goals in the strategy was to consider developing an incentive program including a Residential Tax Incentive Bylaw.

Developers have been reaching out to Senior Administration to investigate what incentives the Town will offer to encourage development, with two developers indicating they would consider starting projects in the spring of 2026.

Administration has drafted a proposed **Residential Tax Incentive Bylaw No. 02-2026**, which would apply only to newly constructed dwelling units completed after the bylaw's adoption.

The bylaw is intended to encourage new housing development, support to businesses growth and attraction, increase assessment growth, and promote population retention and aging in place.

Section 347 of the *Municipal Government Act* (MGA) grants municipalities the authority to cancel, reduce, refund, or defer property taxes. Many Alberta municipalities have used this section to establish residential tax incentive programs (examples include Westlock, Devon, and Morinville).

On January 13, 2026, Council passed first reading of the bylaw, and set the public hearing date for February 24, 2026.

Research on Typical Residential Municipal Tax Exemption Patterns:

Municipality	Years of Exemption	Year 1	Year 2	Year 3	Year 4	Year 5+
Legal	4	100%	75%	50%	25%	–
Bonnyville	5	100%	100%	100%	75%	50%
Drumheller	4	100%	75%	50%	25%	–
Ponoka	3	75%	50%	25%	–	–
Westlock	1	Up to \$5000 (one time only)				

** Graduated based on value

SUMMARY OF PROPOSED BYLAW

- **Eligibility:** Applies only to new residential dwelling units (single-family, duplex, multi-unit) completed after the bylaw comes into effect.
- **Incentive Structure:**
 - Year 1: 100% cancellation of the municipal portion of property taxes.
 - Year 2: 50% cancellation of the municipal portion.
 - Year 3 onward: No incentive; full municipal taxes payable.
- **Scope:** Incentives apply only to the municipal portion of taxes; with Provincial education requisitions and other levies excluded.
- **Application:** Owners must apply within 12 months of occupancy approval to receive the incentive.

Advantages:

- Encourages new residential growth and enhances housing supply.
- Reduces risk for developers that may have to pay taxes before the property is sold.
- Expands long-term tax base once incentive period expires.
- Sends a positive signal to developers and residents considering building in Barrhead.

Challenges / Risks:

- Short-term foregoing of municipal tax revenues for newly built properties.
- Limited effect if regional housing market conditions are weak.

Other administrative incentive opportunities:

- For speculation units, the developer may pay only the deposit for the lot and allow builder to develop and pay remainder at point of sale. This allows the developer to use that money as capital into the project and reduces their risk, spreading capital costs out.
- Right of first refusal on clustering lots.
- Use of adjacent lots for laydown purposes.

3.0 ALTERNATIVES:

After the public hearing is concluded and input has been received, Council may consider the following options:

- 3.1 Council can pass second and third reading with amendments (adjust incentive duration or percentage).
- 3.2 Council can defeat the bylaw and take no further action.
- 3.3 Council can table the discussion and ask Administration to come back with alternative incentive parameters.

4.0 FINANCIAL IMPLICATIONS:

Impact depends on the number of new dwelling units constructed annually.

Example: A new single-family home assessed at \$300,000 would generate approximately \$3,000 in municipal taxes annually. Under this program, the Town would forgo ~\$4,500 over the first two years but capture full revenues thereafter.

The incentive results in a short-term, two-year tax holiday effect, but in Year 3 and beyond, the Town captures the full \$3,000 per home annually.

The program scales, in that the more homes built, the greater the long-term assessment base. Potential revenue deviation in early years will be offset by long-term growth in assessment base.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Administration will need to manage an application and tracking process and coordinate improvements with the Assessor.

6.0 SENIOR GOVERNMENT IMPLICATIONS:

None.

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Encourages new residential growth and enhances housing supply, that will support businesses wanting to expand. Sends a positive signal to developers and residents considering building in Barrhead that we're open to working with them.

A public hearing is required prior to passing second and third reading.

8.0 ATTACHMENTS:

- 8.1 02-2026 Residential Tax Incentive Bylaw

9.0 ADMINISTRATIVE RECOMMENDATION:

That Council consider passing second and third of the Residential Tax Incentive Bylaw No 02-2026.

10.0 PROPOSED MOTIONS:

That Council give Bylaw 02-2026, Residential Tax Incentive Bylaw, second reading.

That Council give Bylaw 02-2026, Residential Tax Incentive Bylaw, third and final reading.

(original signed by the CAO)
Collin Steffes, CAO

TOWN OF BARRHEAD

BYLAW NO. 02-2026

A BYLAW OF THE COUNCIL OF THE TOWN OF BARRHEAD, in the province of Alberta, to provide residential property tax incentives for new residential dwelling units.

AND WHEREAS, the Council of the Town of Barrhead wishes to encourage new residential growth within the Town of Barrhead through the construction of new dwelling units;

WHEREAS, AND WHEREAS the Municipal Government Act, RSA 2000, c. M-26, and amendments thereto, permits municipalities to offer multi-year tax exemptions, reductions, or deferrals for properties to encourage economic growth;

AND WHEREAS, the Council of the Town of Barrhead deems it desirable and in the public interest to establish a clear and transparent framework for residential property tax incentives limited to new dwelling units.

NOW THEREFORE, be it resolved that the Town of Barrhead, in the Province of Alberta, duly assembled, enacts as follows:

1. TITLE

This bylaw is called “**Residential Property Tax Incentive Bylaw**”.

2. PURPOSE

The purpose of this Bylaw is to:

- a) encourage new residential development in the Town of Barrhead by offering a temporary property tax incentive for qualifying new dwelling units;
- b) Establish tax exemptions in accordance with the *Act, s. 364.2* for assessed persons when there is a new project that meets the criteria and requirements set out in this Bylaw.
- c) Provide a process of application and review for exemptions under this Bylaw.

3. DEFINITIONS

- a. **Act** means the *Municipal Government Act*, as amended or replaced from time to time.
- b. **Applicant** means the owner of the property on which the tax reduction is subject to the application is located, or their designate.
- c. **Chief Administrative Officer (CAO)** means the Chief Administrative Officer of the Town of Barrhead appointed by Council.
- d. **Council** means the duly elected officers of the Town of Barrhead.
- e. **Developer** means an owner, agency, occupant, or any person firm, or company required to obtain or have obtained a development permit.
- f. **Dwelling Unit** means a complete building or self-contained portion of building, containing sleeping, cooking, and sanitary facilities intended as a permanent residence and having an independent entrance either directly from the outside of the building or through a common area inside the building. This excludes backyard suites, garage suites and basement suites due to their temporary nature.
- g. **Exemption** means the portion of municipal taxes on new residential properties that have been determined exempt in accordance with this Bylaw.
- h. **Occupancy** means permission or authorization issued in writing to occupy a building following substantial completion of construction.
- i. **Project** means the new construction, expansion, or refurbishment of a structure that increases its assessment value.
- j. **Property** means a parcel of land described in a Certificate of Title and contained within defined lot lines.
- k. **Residential** has the same meaning as defined under the *Act s.297(1)*.
- l. **Requisitions Tax** means the tax that is collected by the Town on behalf of the Province of Alberta or housing authorities, including but not limited to education and social housing.

- m. **Tax Incentive Agreement** means a written agreement between the Town of Barrhead and the Assessed person setting out the terms and conditions for an exemption under this Bylaw.
- n. **Town** means the municipality of the Town of Barrhead.

4. CRITERIA

A property shall be considered eligible for the residential tax incentive if:

- a) Development shall conform to the Town of Barrhead Land Use Bylaw and amendments thereto, and all other applicable Provincial legislation.
- b) All eligible development shall be of a permanent nature.
- c) The residential tax exemption is eligible for any new residential development of up to four (4) dwelling units on a single property.
- d) The new dwelling unit(s) are completed and have received final occupancy approval through the Alberta Safety Codes requirements.
- e) The exemption shall only be granted for the taxation year(s) immediately following the Project being deemed complete, assessable, and available for use.
- f) All municipal taxes, levies, and charges owing to the Town are paid in full and in good standing.
- g) The assessed person must not be in bankruptcy or receivership.
- h) The property is assessed as a residential property under the *Act*.
- i) The exemption applies only to the municipal portion of property taxes. Requisitioned taxes are excluded from exemption.
- j) The property shall not be eligible for any other tax credit or exemption offered by the Town or granted under the *Act*.
- k) Expansions or renovations to existing buildings or structures do not qualify for this incentive unless they result in an increase in the number of dwelling units.
- l) Tax exemption may be transferable to new ownership unless the new owner fails to meet eligibility requirements under this Bylaw.

5. INCENTIVE STRUCTURE

Eligible new dwelling units shall receive the following municipal tax incentive:

- Year 1 following occupancy:** 100% exemption of the municipal portion of property taxes.
- Year 2 following occupancy:** 50% exemption of the municipal portion of property taxes.
- Year 3 and onward:** No exemption; full municipal taxes payable.

6. APPLICATION AND PROCESS

- a) Applicants will need to apply for this tax exemption using Schedule A – Application of this Bylaw.
- b) Applicant shall submit a completed application form to the Town of Barrhead Planning and Development Department for consideration.
- c) Applicants are encouraged to apply prior to commencing construction or undertaking a project, or before completion of construction.
- d) A complete application must be received no later than April 1 of the year in which a property and Assessed Person would qualify for a tax cancellation.
- e) The Town may require any additional information that, in its discretion, is necessary to consider eligibility of the application or to confirm ongoing compliance with the criteria of the cancellation.
- f) CAO will consider each application in accordance with this Bylaw and:
 - i. Grant the exemption and enter into a Tax Incentive Agreement with the Applicant; or
 - ii. Reject the application and advise the Applicant with written reasons as to why, including means to appeal to Council.

- g) CAO shall be authorized to enter into a Tax Incentive Agreement with the Applicant if an exemption is granted.
- h) Tax exemption will begin in the taxation year following the completion of the construction, development or improvement that generated an increase in assessment pending the Applicant meets all requirements of this Bylaw including but not limited to the execution of the Tax Incentive Agreement.
- i) When a Tax Incentive Agreement is breached or the property and Assessed person no longer qualifies for an exemption under this Bylaw the CAO will provide a written decision cancelling or modifying the exemption as appropriate.
- j) Change in ownership of a property will not affect a granted exemption unless the new owner(s) are not eligible under the guidelines in Section 4.
- k) To maintain eligibility for a granted exemption, the new owner(s) must assume the obligations that arise under the written decision.

7. DECISION ON CANCELLATION AND AGREEMENT

A tax incentive agreement shall be required for all exemption granted. The Tax Incentive Agreement will include the following:

- a) Taxation years to which the exemption applies.
- b) Percentage of exemption that will apply over the term of the Tax Incentive Agreement.
- c) Conditions which if breached will result in the cancellation of the Tax Incentive Agreement.
- d) Any other information provided by the Town.
- e) Should the CAO not approve the application, the CAO will issue a written decision to the Applicant outlining the reasons the project fails to qualify for exemption and the date which an application for appeal to Council must be submitted.

8. GENERAL PROVISIONS

- a) Council retains the discretion under the *Act* to deny, adjust, or revoke any tax incentive granted under this Bylaw.
- b) Any misrepresentation or false information in an application shall result in immediate termination of the incentive and repayment of exemption taxes.
- c) This Bylaw shall not be interpreted as guaranteeing the right to a tax incentive; participation is conditional upon compliance.

9. RIGHT TO APPEAL

- a) Any dispute regarding the calculation of tax exemption, or any entitlement under this Bylaw shall be referred to Council for resolution.
- b) Any applicant may appeal to Council by submitting a written request for appeal to the CAO within thirty (30) days of the initial dispute.
- c) Council, after considering the appeal, may uphold or revoke a decision of the CAO with respect to the outcome of an application, cancellation of an application, or tax incentive agreement, or direct the CAO to revise or amend a decision.
- d) The decision of Council shall be final and binding upon all parties except where the decision is the subject of an application for judicial review. Such application must be filed with Court of Kings Bench not more than sixty (60) days after the date of decision.
- e) Complaints about a decision under this bylaw may not be heard by the Assessment Review Board, according to the *Act*, s. 460(7).

10. REPEAL, FORCE & EFFECT

- a) If any Section or parts of this Bylaw are found in any court of law to be illegal or beyond the power of Council to enact, such Sections or parts shall be deemed to be severable and all other Sections or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such.
- b) This bylaw comes into effect on 3rd and final reading.

Read a first time this day of _____, 2026

Read a second time this ___ day of _____, 2026.

Read a third time this _ day of _____, 2026 and passed.

TOWN OF BARRHEAD

Mayor, Ty Assaf

CAO, Collin Steffes

