

APPENDIX B

AGREEMENT FOR JOINT ASSESSMENT REVIEW BOARD SERVICES

Between:

Municipal District of Bonnyville
("Coordinator")

- and -

Town of Bonnyville
("Partner Municipality")

- and -

Village of Glendon
("Partner Municipality")

- and -

Summer Village of Bonnyville Beach
("Partner Municipality")

- and -

Summer Village of Pelican Narrows
("Partner Municipality")

(herby collectively referred to as the "Parties")

BACKGROUND

WHEREAS, Section 455(1) of the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, authorizes two or more councils to jointly establish assessment review boards to have jurisdiction in their municipalities;

AND WHEREAS, the Parties wish to partner together to establish a Joint Assessment Review Board;

AND WHEREAS, the Municipal District of Bonnyville is the Coordinator for property assessment complaints for the residents of Partner Municipalities who enter into this Agreement and who enact a bylaw in substantially the same form to establish a Joint Assessment Review Board having jurisdiction within their boundaries;

AND WHEREAS, each Partner Municipality wishes to join the Joint Assessment Review Board membership, this Agreement shall establish the terms of membership and the administrative and policy framework of the Board;

NOW THEREFORE, the Parties agree as follows:

1 AGREEMENT

1.1 The following schedules form part of this Agreement:

- (a) Schedule "A" Sample Bylaw
- (b) Schedule "B" Membership and Other Fees
- (c) Schedule "C" Services and Responsibilities
- (d) Schedule "D" Joint Assessment Review Board Rules and Procedures
- (e) Schedule "E" Coordinator and Partner Municipality Contact Information

2 DEFINITIONS AND INTERPRETATION

- 2.1 Except as otherwise provided for in this Agreement, the terms used shall have the same meaning as defined or provided in the Act, including its regulations.
- 2.2 Words in the singular shall include the plural or vice versa, whenever the context so requires in this Agreement.
- 2.3 In this Agreement, unless the context provides otherwise, the following words or phrases, in plural or singular form, shall be defined as follows:
- (a) "Act" means the *Municipal Government Act, R.S.A. 2000, Chapter M-26* as amended, and the associated regulations;
 - (b) "Assessor" means the person(s) appointed by the Partner Municipality to assess property;
 - (c) "Assistant Clerk" means a staff person employed by the Partner Municipality to provide service in accordance with this Agreement;
 - (d) "Clerk" means the person jointly appointed through the Joint Assessment Review Boards Bylaw to act as the Clerk to the Joint ARB;
 - (e) "Complainant" means an assessed person or taxpayer who files a complaint regarding that person's tax assessment notice;
 - (f) "Hearing" means a formal meeting hosted by the Joint ARB for the purpose of hearing evidence and pleadings initiated by a complaint in accordance with the Act;
 - (g) "Joint ARB" means the Joint Assessment Review Board formed by the Coordinator and Partner Municipalities through this Agreement;
 - (h) "Member" means a person appointed to the Joint ARB, including Members of Council;

- (i) "Panel" means the members of the Joint ARB assigned to participate for a scheduled hearing;
- (j) "Presiding Officer" means the person charged with chairing and controlling the hearing.

3 PARTNER MUNICIPALITY RESPONSIBILITIES

- 3.1 The Partner Municipalities shall be entitled to participate in the Joint ARB once it passes a bylaw substantively similar to the sample bylaw attached as Schedule "A" and pays the membership fee identified in Schedule "B" of this Agreement.
- 3.2 Each Partner Municipality will pay the membership fee in consideration for the services to be provided by the Coordinator. To continue participation, the membership fee is to be paid annually by January 31st. The membership fee covers Services as outlined in Schedule "C" and Section 4 of this Agreement.
- 3.3 Upon receipt of a complaint from an assessed person or taxpayer of the Partner Municipality and in addition to the membership fee, the Partner Municipality will pay additional administration and Board fees identified in Schedule "B" of this Agreement. Any fees are payable 30 days upon receipt of invoice from the Coordinator.
- 3.4 If legal services are required for issues that relate to a specific complaint, the Coordinator will advise the Partner Municipality which has jurisdiction over the appeal and the cost of the service will be payable by the Partner Municipality, 30 days upon receipt of invoice from the Coordinator. This includes legal services for challenges to the Court of King's Bench.
- 3.5 Each Partner Municipality will appoint an Assistant Clerk to the Joint ARB. The Assistant Clerk will be required to complete the provincial training and will carry out all duties assigned to the role as outlined in Schedule "C" of this Agreement.
- 3.6 Each Partner Municipality is responsible for the costs incurred for complaints and subsequent hearings pertaining to a complaint within their respective jurisdiction in accordance with Schedule "B" of this Agreement.
- 3.7 On or before January 31st of every year during the duration of this Agreement, each Partner Municipality will provide the following information to the Coordinator:
 - (a) Reimbursement and compensation rates for mileage and other travel expenses approved under policy;
 - (b) The contact information for the Assistant Clerk of the Partner Municipality;
 - (c) The filing fees that will be payable by a Complainant in accordance with section 481(1) of the Act;
 - (d) The contact information for the Assessor(s) of the Partner Municipality;

- (e) The estimated deadline for Complainants to file complaints in the Partner Municipality; and
 - (f) Confirmation of compliance with the Insurance requirements referred to in Section 9 of this Agreement.
- 3.8 If any of the information provided to the Coordinator under Section 3.7 of this Agreement changes throughout the year, the Partner Municipality shall notify the Coordinator within five (5) business days of the change taking effect.

4 COORDINATOR RESPONSIBILITIES

- 4.1 The Coordinator will invoice Partner Municipalities no later than January 31st of each calendar year for their annual membership fee.
- 4.2 The Coordinator will annually review the membership fee. If a change is required to the membership fee, the Coordinator will notify the Partner Municipalities of same in writing to the contact information in Schedule "E" of this Agreement no later than June 30th of the preceding calendar year.
- 4.3 On or before January 31st of every year during the duration of this Agreement, the Coordinator will provide each Partner Municipality with the contact information for the person designated as the Clerk.
- 4.4 If legal services are required for general purposes to facilitate the administration of a complaint, (i.e. procedure questions) the cost of the service will be paid by the Coordinator and invoiced to the Partner Municipality's in accordance with Section 5.4 of this Agreement.
- 4.5 The Coordinator will provide services for the Partner Municipality as identified in Schedule "C" of this Agreement.
- 4.6 The Coordinator will, at the request of the Partner Municipality, assist during discussions between the Assessor and the Complainant.
- 4.7 The Coordinator is responsible for ensuring that Members receive training in accordance with the Act.
- 4.8 The Coordinator will be responsible for the management of any records pertaining to complaints and subsequently scheduled hearings of the Joint ARB in accordance with provincial legislation and the Coordinators records management program.
- 4.9 The Coordinator will obtain legal services on behalf of the Joint ARB, when required.

5 PARTIES' RESPONSIBILITIES

- 5.1 The Parties will each select and appoint two (2) Members at Large and one (1) member of their respective Council as Members of the Joint ARB and notify the Clerk within five (5) business days of the appointments.

- (a) If a vacancy on the Joint ARB occurs at any time, the Coordinator will notify the municipality who appointed the individual and that municipality will be required to appoint a new Member to fill the vacancy as soon as practically possible.
 - (b) Any costs incurred to advertise and select Members are the responsibility of the appointing municipality.
- 5.2 In the event that there are not enough Partner Municipalities included in this Agreement to form a Joint ARB with a minimum of six (6) Members at Large and three (3) members of Council, the Coordinator shall have authority to appoint additional Members to fulfill this requirement.
- 5.3 If enough Partner Municipalities join this Agreement to form a minimum of six (6) Members at Large and three (3) members of Council after the Coordinator has already made appointments under Section 5.2, those appointments shall be permitted to finish their appointed term with the Joint ARB.
- 5.4 The Parties will each pay an equal portion of any general costs to establish and maintain the Joint ARB including legal services if they are required for general purposes to facilitate the administration of the Board (i.e. procedural questions).

6 PRIVACY AND INFORMATION SHARING

- 6.1 The Parties, including the Clerk and appointed Members, are subject to the *Freedom of Information and Protection of Privacy (FOIP) Act, R.S.A. 2000, c. F-25*, as amended, and will make every reasonable effort to protect confidential information provided from unauthorized access or disclosure as permitted by law.
- 6.2 When sharing information of a confidential nature for the purpose of administering a hearing or any other purpose permitted by law, a Partner Municipality shall ensure it is clearly marked as such.
- 6.3 Partner Municipalities will make every reasonable effort to ensure information that will be or is intended to be used for a Panel to make a decision is both complete and accurate.
- 6.4 In order to process complaints for a property tax or assessment notice, the Coordinator is authorized to collect the following types of personal information:
- (a) Roll number;
 - (b) Legal Address;
 - (c) Civic Address;
 - (d) Registered Owner Name(s);
 - (e) Registered Owner(s) mailing address and phone number;
 - (f) Assessed Value and Assessment Class of the property under review; and

- (g) Name, address and phone number of Registered Agent for the Owner.
- 6.5 The specific personal information outlined in Section 6.4 of this Agreement will be collected from the Partner Municipality.
- 6.6 The collection of personal information from a source other than the individual the information is about is authorized under the FOIP Act.

7 TERM AND TERMINATION

- 7.1 The term of this Agreement shall be deemed indefinite; however, this Agreement may be terminated by a Partner Municipality, to which the Partner Municipality forfeits the full amount of the membership fee paid, as follows:
 - (a) By mutual consent, in which case, this Agreement will be terminated effective the date of all signatures on the written mutual consent;
 - (b) For cause, by delivery of a written notice of termination to all Parties specifying the cause in which case the termination shall be immediate; "cause" being defined as any persistent or material breach by any Partner Municipality in its performance or observance of the terms of this Agreement;
 - (c) Without cause or mutual consent, by delivery of written notice to all parties providing 90 days' notice.
- 7.2 The Coordinator may terminate this Agreement at any time upon six (6) months written notice to all Parties following which the Coordinator will reimburse the membership fee paid on a prorated basis for any remaining months of the year after termination.

8 INDEMNIFICATION

- 8.1 The Parties agree, to the fullest extent permitted by law, to indemnify and hold harmless the Coordinator and each of the other Partner Municipalities, their officers and employees against all damages, liabilities, or costs arising out of the property assessment or disputes related to the property assessment complaints.
- 8.2 Each Party is solely responsible for the property assessments and compliance with the outcome of the disputed property assessments within their jurisdiction.

9 INSURANCE

- 9.1 Each Partner Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:
 - (a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim and \$2,000,000 per aggregate; and
 - (b) General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as additional insured.

10 DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of the affected parties, be referred to either:

- (a) Mediation: a voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
- (b) Arbitration: a single arbitrator under the *Arbitration Act, RSA 2000, A-43*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. The arbitrator will be appointed upon the agreement of the affected parties. If the parties are not able to agree on an arbitrator, the Alberta Court of King's Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally between the Coordinator and the Partner Municipality unless the arbitrator determines otherwise in accordance with the *Arbitration Act*.

11 NOTICE

11.1 Any notices or other correspondence required to be given to any party to this Agreement shall be deemed to be adequately given if delivered to the Partner Municipality's address as provided in Schedule "E" of this Agreement.

12 GOVERNING LAW

12.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta except the International Sale of Goods Act, which is specifically excluded. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the Parties.

13 SUCCESSORS

13.1 This Agreement shall enure to the benefit of and be binding upon the Parties and the successors and assigns thereof.

14 ENTIRE AGREEMENT

14.1 This Agreement is the whole agreement between the Parties and replaces any prior agreement existing between the Parties.

14.2 This agreement may not be modified, changed, amended or waived except by signed written agreement of the Parties.

15 COUNTERPART

15.1 This Agreement may be executed in any number of counterparts by the Parties. All counterparts so executed shall have the same effect as if all Parties actually had joined in executing one and the same document.

16 SEVERABILITY

16.1 If any terms, covenant, or condition of this Agreement shall be declared invalid by the Court of Alberta, the invalid portion shall be severed and the remainder of the Agreement shall be deemed valid.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers. In the absence of a corporate seal, an "Affidavit Verifying Corporate Signing Authority" and "Affidavit of Execution" shall be completed and attached to this Agreement.

Municipal District of Bonnyville

Town of Bonnyville

Name and title of Authorized Signing Officer

Name and title of Authorized Signing Officer

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Summer Village of Pelican Narrows

Village of Glendon

Name and title of Authorized Signing Officer

Name and title of Authorized Signing Officer

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Summer Village of Bonnyville Beach

Name and title of Authorized Signing Officer

Signature of Authorized Signing Officer

SCHEDULE "A"
SAMPLE BYLAW

BYLAW NO. XXXX

A BYLAW OF THE [INSERT MUNICIPALITY], IN THE PROVINCE OF ALBERTA TO ESTABLISH JOINT ASSESSMENT REVIEW BOARDS WITH PARTNER MUNICIPALITIES HEREBY CITED AS THE JOINT ASSESSMENT REVIEW BOARDS BYLAW.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, a Council's power to pass a bylaw includes a power to amend or repeal a bylaw;

AND WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, a Council must, by bylaw, establish a Local Assessment Review Board and Composite Assessment Review Board;

AND WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, two or more councils may jointly establish assessment review boards to have jurisdiction in their respective municipalities;

AND WHEREAS, the Municipal District of Bonnyville No. 87 and the Partner Municipalities wish to establish a Joint Assessment Review Board to exercise the functions of a Local Assessment Review Board and the functions of a Composite Assessment Review Board under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26 in respect of assessment complaints made by their respective taxpayers of a Partner Municipality;

AND WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, where an assessment review board is jointly established, the Council's must jointly designate one of the board members as the chair of the Local Assessment Review Board and one of the board members as the chair of the Composite Assessment Review Board and must prescribe each chair's term of office and the remuneration and expenses, if any, payable to the chair;

AND WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, where an assessment review board is jointly established, the Council's must jointly appoint the Clerk of the assessment review boards;

AND WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, a Council may set fees payable by persons wishing to make complaints or to be involved as a party or intervenor in a hearing before an Assessment Review Board and for obtaining copies of an Assessment Review Board's decisions and other documents;

NOW THEREFORE, the Council of the [insert municipality], duly assembled in the Province of Alberta, hereby enacts the following:

BYLAW NO. XXXX

1 DEFINITIONS

- 1.1 Except as otherwise provided for in this Bylaw, the terms used shall have the same meaning as defined or provided in the Act, including its regulations.
- 1.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
- 1.3 Words in the singular shall include the plural or vice versa, whenever the context so requires.
- 1.4 In this Bylaw:
 - (a) "Act" means the Municipal Government Act, R.S.A. 2000, Chapter M-26 as amended, and the associated regulations;
 - (b) "Agreement for Joint Assessment Review Board Services" means the legal document signed by the Coordinator and Partner Municipalities to participate in the Joint Assessment Review Board;
 - (c) "Chief Administrative Officer" means the Chief Administrative Officer of the Coordinator and Partner Municipalities appointed by their respective Council, or their authorized delegate;
 - (d) "Coordinator" means the Municipal District of Bonnyville No. 87;
 - (e) "Council" means the duly elected Council of the Coordinator and Partner Municipalities;
 - (f) "Councillor" means a member of Council for the Coordinator and Partner Municipalities who is duly elected and continues to hold office including the Chief Elected Official;
 - (g) "Hearing" means a formal meeting hosted by a Joint Assessment Review Board for the purpose of hearing evidence and pleadings initiated by a complaint in accordance with the Act;
 - (h) "Member" means a person appointed to the Joint Assessment Review Board, including Councillors;
 - (i) "Panel" means the Members assigned to participate in a scheduled hearing;
 - (j) "Partner Municipality" means a municipality who enters into an Agreement for Joint Assessment Review Board Services and who enacts a bylaw substantially in the same form as this bylaw.

2 ESTABLISHMENT OF ASSESSMENT REVIEW BOARDS

- 2.1 The Coordinator and Partner Municipalities hereby jointly establish the Joint Assessment Review Board to exercise the functions of a Local Assessment Review

BYLAW NO. XXXX

Board and a Composite Assessment Review Board to have jurisdiction in their municipalities.

2.2 The following boards are hereby established:

- (a) Local Assessment Review Board; and
- (b) Composite Assessment Review Board.

2.3 The Joint Assessment Review Board shall adhere to the rules and procedures as outlined in an Agreement for Joint Assessment Review Board Services and may also establish any supplementary rules and procedures as deemed necessary for the conduct of its hearings and its business that remain consistent with provincial legislation and the Agreement for Joint Assessment Review Board Services.

3 APPOINTMENT AND MEMBERSHIP

3.1 The Coordinator and Partner Municipalities will each select and appoint two (2) Members at Large and one (1) member of their respective Council as Members of the Joint Assessment Review Board through Council Resolution at their annual Organizational Meeting.

3.2 Notwithstanding Section 3.1 of this Bylaw, should a vacancy occur on the Joint Assessment Review Board, the municipality who appointed the individual will be required to appoint a new Member to fill the vacancy through Council Resolution as soon as practically possible.

3.3 Each Member's term appointment to the Joint Assessment Review Board shall be for a maximum for four (4) years.

3.4 Being a resident of the appointing municipality will not be a requirement to be eligible for appointment to the Joint Assessment Review Board by that municipality; and

3.5 Members of the Joint Assessment Review Board may be re-appointed upon expiry of their term at the pleasure of Council for the appointing municipality.

3.6 A Member may resign from the Board at any time upon written notice to the Chair and the Clerk.

3.7 Notwithstanding any other provision of this Bylaw, if a Member resigns or their term expires before a decision is issued on a complaint heard by the Member, the Member shall remain a duly appointed Member for the purpose of completing the hearing and issuing a decision on that complaint.

4 APPOINTMENT OF CHAIR

4.1 The Coordinator and Partner Municipalities shall jointly appoint a Chair of the Local Assessment Review Board and Composite Assessment Review Board annually for a one-year term through Council Resolution at the first scheduled meeting of Council in the month of November.

BYLAW NO. XXXX

- 4.2 Notwithstanding Section 4.1 of this Bylaw, should the position of Chair become vacant due to the individual no longer being a Member, the Councils of the Coordinator and Partner Municipalities shall jointly appoint a new Chair as soon as reasonably possible.
- 4.3 The duties of the Chair shall include:
- (a) Presiding over Joint Assessment Review Board general meetings;
 - (b) Convening a panel from the appointed Members to hear the complaint;
 - (c) Consulting with the Clerk;
 - (d) Other such duties as required under the Act.

5 QUORUM

- 5.1 Quorum for a Joint Assessment Review Board meeting shall consist of half of the appointed members plus one.
- 5.2 Quorum for a Local or Composite Assessment Review Board panel shall consist of the required number of Members as outlined in the Act depending on the conditions of the complaint filed and board hearing the complaint.
- 5.3 Where the Chair or Clerk determines that quorum can not be met for a scheduled hearing using appointed Members, the Chief Administrative Officer for the municipality whose jurisdiction the hearing falls within is authorized to appoint an Interim Member for that hearing.
- (a) An Interim Member must currently sit on an existing Assessment Review Board in Alberta and the appointment shall be defined in writing and identify the specific hearing which the appointment is for.
- 5.4 For Local Assessment Review Board hearings, the Members appointed to the panel for a scheduled hearing shall choose a Presiding Officer from amongst themselves prior to the hearing commencing.
- 5.5 For Composite Assessment Review Board hearings, the Presiding Officer shall be the Provincial Member appointed to the panel, in accordance with the Act.

6 JOINT ASSESSMENT REVIEW BOARD CLERK

- 6.1 The position of Joint Assessment Review Board Clerk is hereby established.
- 6.2 The Coordinator and Partner Municipalities hereby jointly appoint the Manager of Legislative and Information Services for the Coordinator to the position of Joint Assessment Review Board Clerk.
- 6.3 Should the position of Manager of Legislative and Information Services become vacant, the Chief Administrative Officer for the Coordinator is authorized to appoint a temporary Clerk until the Manager position is filled.

BYLAW NO. XXXX

- 6.4 The Clerk is authorized to delegate any of the duties assigned to another person, at their discretion.
- 6.5 The duties of the Joint Assessment Review Board Clerk shall be as outlined in the Agreement for Joint Assessment Review Board Services.

7 JOINT ASSESSMENT REVIEW BOARD ASSISTANT CLERK

- 7.1 The position of Joint Assessment Review Board Assistant Clerk is hereby established.
- 7.2 The Partner Municipalities shall each appoint an Assistant Clerk to the Joint Assessment Review Board and notify the Coordinator in accordance with the Agreement for Joint Assessment Review Board Services.
- 7.3 The duties of the Joint Assessment Review Board Assistant Clerk shall be as outlined in the Agreement for Joint Assessment Review Board Services.

8 REMUNERATION

- 8.1 Remuneration and expenses payable to each Member shall be in accordance with the Agreement for Joint Assessment Review Board Services.
- 8.2 Remuneration and expenses payable to the Clerk shall be their regular compensation in accordance with their employment contract.
- 8.3 Remuneration and expenses payable to the Chair shall be as follows:
 - (a) If a member of Council, their regular compensation in accordance with their role;
or
 - (b) If a Member at Large, in accordance with the Agreement for Joint Assessment Review Board Services.

9 FEES

- 9.1 The Coordinator and each Partner Municipality is responsible for establishing their own filing fees for complaints and procedures respecting the refund of filing fees in accordance with the Act.
- 9.2 A complaint submitted without the appropriate fee shall not be accepted.
- 9.3 Fees paid in accordance with Section 9.1 of this Bylaw shall be refunded to the applicant if a Panel's decision is in favor of the applicant.
 - (a) If an applicant has filed complaints for multiple parcels, the fees for each parcel shall only be refunded for those parcels in which the Panel's decision is in favor of the complainant.
- 9.4 Fees paid in accordance with Section 9.1 of this Bylaw will not be refunded to the complainant if:

BYLAW NO. XXXX

- (a) The complaint is withdrawn without an executed Agreement of Correction; or
- (b) The decision of the Panel confirms the assessment.

10 REPEAL *(if necessary)*

10.1 Upon third reading of Bylaw No. XXXX, Bylaw No. XXXX and all amendments thereto are hereby repealed.

11 SEVERABILITY

11.1 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 the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is deemed valid and enforceable.

12 EFFECTIVE DATE

12.1 That this Bylaw shall come into force and have effect from and after the date of third and final reading thereof.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, 2024.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, 2024.

READ A THIRD TIME IN COUNCIL THIS _____ DAY OF _____, 2024.

MAYOR/REEVE

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE “B”
MEMBERSHIP AND OTHER FEES

1 Joint Assessment Review Board Annual Membership Fees

- 1.1 The annual membership fee shall be \$500.
- 1.2 Each municipal member shall be invoiced annually before January 31st of each calendar year for the duration of this Agreement.
- 1.3 In the event a municipality joins the Joint ARB after January 31st of a calendar year, the Coordinator shall invoice the municipality on a prorated basis, based on the number of months remaining in the year.

2 Remuneration

- 2.1 Board Members shall receive honorariums for adjudication at formally scheduled Hearings or taking appropriate training. Honorariums shall be awarded on the following basis:

	Up to 4 hours	4-8 hours	Over 8 hours
Joint ARB Meetings			
Chair <i>(Members at Large only)</i>	\$75.00 (Flat Rate)	N/A	N/A
Members	\$50.00 (Flat Rate)	N/A	N/A
Hearings			
Presiding Officer	\$175.00	\$325.00	\$425.00
Panel	\$150.00	\$300.00	\$400.00
Training			
Mandatory	\$150.00	\$200.00	\$250.00
Optional*	\$ 75.00	\$100.00	\$150.00

**Optional training for a Member shall only be scheduled by the Coordinator following approval from the appointing Partner Municipality.*

- 2.2 Honorariums awarded to Board Members will be processed by the Coordinator and invoiced to the Partner Municipality(ies) in accordance with this Agreement.
- 2.3 The Coordinator shall receive compensation for time spent to prepare and distribute legislated documents, receive and record disclosure, prepare the agenda, attending the hearing and assist the Board with deliberations and decision writing, at a rate of \$80.00 per hour.
- 2.4 Travel expenses (i.e. meals, accommodations, etc.) for Members at Large, the Clerk, and Assistant Clerks shall be reimbursed at cost provided receipts are included. If an expense does not have an associated receipt attached, that expense will not be reimbursed. This will be processed by the Coordinator and invoiced to the Partner Municipality(ies) in accordance with this Agreement.
- 2.5 Mileage for Members at Large, the Clerk, and Assistant Clerks shall be reimbursed in accordance with current Canada Revenue Agency (CRA) rates.

- 2.6 Mileage and other travel expenses for the Clerk to attend a scheduled hearing shall be invoiced directly to the municipality whose jurisdiction the complaint falls under. Costs incurred for the Clerk to attend training shall be paid by the Coordinator. This will be processed by the Coordinator and invoiced to the Partner Municipality whose jurisdiction the complaint falls under.
- 2.7 Provincial Members shall receive reimbursement for all expenses incurred and at the rates prescribed by the Province. This will be processed by the Coordinator and invoiced to the Partner Municipality whose jurisdiction the complaint falls under.
- 2.8 When hearings for complaints from multiple municipalities are scheduled for the same day, the costs will be proportionately divided amongst the involved municipalities based on the conditions of the complaints filed and board(s) hearing the complaints.
- 2.9 Legal services will be paid by the Coordinator and invoiced back to the Partner Municipality on a cost-recovery basis.

3 Complaint Fees

- 3.1 Filing fees will be determined and collected by each individual municipality.
- 3.2 Refunds of filing fees will be administered by each individual municipality, when applicable, in accordance with the Act, the Joint ARB Bylaw, and this Agreement

SCHEDULE “C”
SERVICES AND RESPONSIBILITIES

1 SERVICES FOR MEMBERSHIP FEE

- 1.1 The following services are provided by the Coordinator to all Partner Municipalities upon payment of the Membership Fee:
- (a) Coordination of training for Assistant Clerk(s)
 - (b) Coordination of training for Members
 - (c) Reimbursement to Members at Large for attendance of training and scheduled hearings in accordance with Schedule “B”
 - (d) Invoicing to Partner Municipalities in accordance with this Agreement
 - (e) Maintenance of Records for the Joint ARB including all complaints
 - (f) Production of Assistant Clerk Tool Box

2 SERVICES FOR ADDITIONAL FEES

- 2.1 The following services to be provided by the Coordinator’s Clerk will be done at contract rates as set out in Schedule “B”.

C = Clerk AC = Assistant Clerk A = Assessor	
	GENERAL
AC	• Ensure complaint form(s) are available for ratepayers
C	• Advise AC, A and Complainant regarding process; validity of complaint; Board mandate, operations, hearing procedures
C	• Obtain legal services on behalf of the Joint ARB when required and ensure the affected Partner Municipality is informed of same
	RECEIPT OF COMPLAINT
AC	• Collect fee / verify deadline to file
AC	• Review of complaint for compliance with legislation and identify all parties involved
AC	• Forward the following documentation to the Clerk: <ul style="list-style-type: none"> ○ Complaint; ○ Tax or Assessment Notice that is the subject of the complaint; ○ Confirmation that complaint was received before the deadline with proof of payment for complaint fee; and ○ Any other supporting material
	INTAKE
C	• Assign file #, forward copy of complaint to A and advise AC
C	• Review complaint for appeal type (local or composite) and determine if any issues exist for merit hearing
A	• Contact Complainant to determine if issues can be resolved; if so, notify C to provide Complainant with a withdrawal form; if not, notify C that complaint is proceeding to hearing

C	<ul style="list-style-type: none"> Advise AC of status and forward signed withdrawal form and Agreement of Correction, if applicable
AC	<ul style="list-style-type: none"> If resolved, administer refund of complaint fees in accordance with local practice and the Act, if applicable, and forward confirmation of same to C for their records.
	SCHEDULING
C	<ul style="list-style-type: none"> Contact AC for hearing location preferences within their jurisdiction
C	<ul style="list-style-type: none"> Establish hearing date, time and location
C	<ul style="list-style-type: none"> Assign administrative support and Panel members from the Joint ARB
C/AC	<ul style="list-style-type: none"> Book meeting rooms and A/V resources for hearing and deliberations, as needed
C	<ul style="list-style-type: none"> Issue Notice of Hearing / copy to all relevant parties including AC and A
C	<ul style="list-style-type: none"> Receive and record all disclosures
	AGENDA
C	<ul style="list-style-type: none"> Verify disclosure against filing deadlines / verify attendance of all parties / produce agenda and packages
C	<ul style="list-style-type: none"> Distribute agenda and packages as required and copies for the hearing
C	<ul style="list-style-type: none"> Prepare template for hearing decision
	HEARING / DECISION
C	<ul style="list-style-type: none"> Attend hearing, provide support for the Panel, produce a record of hearing (i.e. transcript)
AC	<ul style="list-style-type: none"> Provide administrative support to C as needed, upon request
C	<ul style="list-style-type: none"> Attend deliberations, assist in production of decision and distribution of Notice of Decision and advise the AC
AC	<ul style="list-style-type: none"> If the decision is in favor of the complainant, administer refund of complaint fees in accordance with the Act and local practice, and forward confirmation of same to C for their records
	REPORTING / CLOSE OF FILE
C	<ul style="list-style-type: none"> Provide AC with a reporting package of the complaint with the following: <ul style="list-style-type: none"> Invoice for services in accordance with Agreement Copy of Notice of Decision Statistics and/or best practices (if/when necessary)
	OTHER
	<ul style="list-style-type: none"> The Clerk may provide other services at such rates as the parties agree in writing from time to time

SCHEDULE “D”
JOINT ASSESSMENT REVIEW BOARD RULES AND PROCEDURES

The Joint Assessment Review Board will adjudicate assessment complaints according to the Act and in alignment with rules and procedures that ensure hearings are transparent, impartial, objective, fair, and follow the principles of natural justice and ensure that Members maintain the highest standards of conduct while representing the Board.

(1) **Member Code of Conduct**

- (a) Members will faithfully discharge their duties while serving on the Joint ARB.
- (b) Duties will be carried out with integrity and Members will respect the democratic decision-making process, even if they disagree individually. A decision of the majority of a panel of the Joint ARB is a decision of the panel, and a decision of a panel is the decision of the Board.
- (c) Members will adhere to all applicable laws, legislation, regulations, bylaws, policies, and procedures.
- (d) Members will treat fellow Members, the Clerk, municipal Administration, complainants, and the public with respect, courtesy, and fairness.
- (e) Members will apply the rules of natural justice and procedural fairness to all matters before the Joint ARB.
- (f) Members will not use or divulge information obtained as a result of their appointment to the Joint ARB or a panel for personal benefit or for the benefit of any other person.
- (g) A Member who has been selected to a panel will, at the earliest opportunity, inform the Chair, Clerk, and/or the Presiding Officer of their potential conflict of interest, pecuniary interest, or the basis on which there may be a reasonable apprehension of bias against them regarding the complaint.
- (h) Members of a panel will respect the position and authority of the Presiding Officer of the panel and will direct all comments and questions to the parties at a hearing through the Presiding Officer.
- (i) The Presiding Officer will attempt to ensure that parties who are unrepresented by an agent or counsel are not unduly disadvantaged at a hearing by briefly explaining in clear and simple language, the procedures to be followed during the hearing and the relevant evidentiary procedures.
- (j) Members will respect the confidentiality of sensitive information disclosed at a hearing and/or discussed in a closed session of a panel.
- (k) Members will not discuss the complaint with any other Member of the panel selected to hear the complaint until the hearing has commenced.
- (l) Members will not discuss the complaint with any of the parties to the complaint or the public, either before or after the hearing. Discussions during the hearing will remain within the confines of the hearing process.
- (m) Members will not make any public statements, orally or in writing, regarding any matter before the panel. Media inquiries will be directed to the Clerk.

- (n) Members shall not visit the site of a complaint.
- (o) A Member who has cause to believe that another Member(s) have violated any legislation, rules, or procedures will first discuss their concerns with the affected Member(s). If the matter is unresolved, the Member may request a meeting of the Joint ARB to review the alleged violation. The accused Member(s) must be present at the Joint ARB meeting held to discuss the alleged violation and be given sufficient opportunity to address the Board.

(2) Meetings

- (a) The Joint ARB may hold meetings to discuss matters related to assessment review board duties and functions (orientation, policy development, hearing reviews, etc.).
- (b) The Chair may call a meeting of the Joint ARB whenever the Chair considers it appropriate to do so.
- (c) The Chair will call a meeting of the Joint ARB when the Chair receives a written request for a meeting from the majority of the Members, or upon written request from any Member under Code of Conduct Section (1)(o) .
- (d) Quorum as outlined in the Bylaw must be met to constitute a Joint ARB meeting.
- (e) The Chair will preside over such meetings. If the Chair is absent from the meeting, a presiding officer shall be appointed amongst those present at the meeting.
- (f) The Clerk may be invited to attend meetings of the Joint ARB for the purpose of providing administrative support.
- (g) Joint ARB meetings will not be open to the public.

(3) Scheduling and Preparation for Hearings

- (a) Selection of Members to a Panel will be done by the Chair and Clerk based on availability of Members.
- (b) Members who have an actual or perceived conflict of interest or pecuniary interest with respect to a complaint must declare the nature of the interest and excuse themselves from selection on a panel to hear the subject complaint.
- (c) Members who are unable to attend a hearing for which they have been selected must notify the Clerk as soon as reasonably possible.
- (d) Hearings will be held in the municipality from which the complaint originated whenever possible. The Clerk may schedule a hearing outside of the municipality if unable to secure a location within the municipality, or at the approval of the municipality.
- (e) When hearings for complaints from multiple municipalities are scheduled for the same day, the Clerk may determine the location of the hearings to be held in one municipality or in a municipality central to the municipalities from which the complaints originated for convenience of the panel.
- (f) Hearings are open to the public subject to protection from disclosure pursuant to the Act. A complainant who requests confidentiality of evidence and/or hearing proceedings must submit a request in writing to the Clerk no later than the deadline for the initial disclosure of evidence to the respondent.

- (g) If the complainant has requested that all or any part of their evidence be protected from disclosure, the complainant will submit the required number of copies of both redacted and unredacted disclosure documents. If the panel agrees to protect all or any part of the evidence from disclosure, the disclosure documents authorized by the panel will be excluded from the public record.
 - (h) The panel will determine whether all or any part of the hearing will be held in closed session. The decision will be based on compliance with the *Freedom of Information and Protection of Privacy (FOIP) Act* and whether the need to prevent the disclosure of intimate personal, financial, commercial or other matters outweighs the desirability for an open hearing.
 - (i) Following issuance of the decision for each hearing, Members on the panel for the complaint will return all hearing documents, exhibits, notes, etc. for destruction by the Clerk.
- (4) Conduct at Hearing
- (a) The Presiding Officer of a panel will maintain order at a hearing and will determine which Member or person has the right to speak and the length of time afforded to the Member or person.
 - (b) The Presiding Officer may expel any Member or person at a hearing who creates any disturbance or acts improperly during the hearing. Shouting, profanity, vulgar, and offensive language will not be tolerated.
 - (c) The public in attendance at a hearing will remain quiet and seated until invited to speak and, when speaking to the panel, will address the panel through the Presiding Officer.
 - (d) If quorum for a hearing is not met at the hour fixed for the hearing, the hearing shall stand adjourned unless quorum can be met within 30 minutes of the hour fixed for the hearing.
 - (i) If a hearing stands adjourned due to no quorum, the Clerk shall schedule a new hearing in accordance with the Act. The panel for the new hearing will not be required to be the same as the previous hearing.
 - (e) If quorum for a hearing is lost after the hearing has been called to order, the hearing shall be suspended until quorum is obtained. If quorum is not obtained within 30 minutes, the hearing shall stand adjourned.
 - (i) If a hearing stands adjourned due to lost quorum during a hearing, the Clerk shall schedule a new hearing in accordance with the Act. The panel for the new hearing must be the same as the previous hearing.
- (5) Order of Hearing
- (a) Unless otherwise determined by the Presiding Officer, the order of the hearing will be as follows:
 1. Call to Order
 2. Introduction of Panel
 3. Introduction of Complainant, Respondent, and Others Present
 4. Explanation of Hearing Process by the Presiding Officer
 5. Introduction of the Complaint by the Presiding Officer or Clerk
 6. Consideration/Determination of Preliminary Matters

7. Presentation by the Complainant
 8. Questions from the Respondent to the Complainant
 9. Questions from the Panel to the Complainant
 10. Presentation by the Respondent
 11. Questions from the Complainant to the Respondent
 12. Questions from the Panel to the Respondent
 13. Rebuttal by the Complainant
 14. Rebuttal by the Respondent
 15. Summary by the Complainant
 16. Summary by the Respondent
 17. Closing Comments by the Presiding Officer
 18. Adjournment
- (b) A Member for which a conflict of interest, pecuniary interest, or apprehension of bias has been raised by one of the parties to the hearing, will consider the arguments put forward and declare their position.
 - (c) The panel will consider the arguments for and against a challenge to a Member's participation in the hearing and decide the matter by majority vote.
 - (d) In the event a Member of a panel withdraws from a hearing, the remaining Members may proceed with the hearing (subject to existence of quorum) or adjourn sine die to be recalled by the Clerk upon replacement of the Member.
 - (e) All Members on a Panel will vote on the decision.
 - (f) Members on a panel will vote on a decision in closed session.
 - (g) A Member will not vote on a decision if they have been absent from any portion of the hearing or when the matter was discussed by the panel.
 - (h) If, for any reason, the panel feels that additional information is required prior to making its decision, the panel may recess the hearing to a specified date, time, and place, or may adjourn sine die to be recalled upon notice being given by the Clerk.
 - (i) Any matter not provided for herein will be determined first by the Act and secondly, by Robert's Rules of Order. Should there be a conflict between these Rules and Procedures and the Act or Robert's Rules of Order, the provisions of the Act will apply first, followed by Robert's Rules of Order.

SCHEDULE "E"
PARTNER MUNICIPALITIES AND CONTACT INFORMATION

Municipal District of Bonnyville
4905 – 50 Avenue, Bag 1010
Bonnyville, AB T9N 2J7
Attn: Chief Administrative Officer
Tel: 780-826-3171

Town of Bonnyville
4917 – 49 Avenue, Bag 1006
Bonnyville, AB T9N 2J7
Attn: Chief Administrative Officer
Tel: 780-826-3496

Village of Glendon
PO Box 177
Glendon, AB T0A 1P0
Attn: Chief Administrative Officer
Tel: 780-635-3807

Summer Village of Bonnyville Beach
PO Box 6439 Stn Main
Bonnyville, AB T9N 2G9
Attn: Chief Administrative Officer
Tel: 780-826-2925

Summer Village of Pelican Narrows
PO Box 7878
Bonnyville, AB T9N 2J2
Attn: Chief Administrative Officer
Tel: 780-614-4496