

Dated this 11<sup>th</sup> day of March, 2010

*\*Updated May 20, 2014*

Between

**Camrose County**  
("Coordinator")

- and -

**Town of Bashaw**  
**Village of Bawlf**  
**Village of Bittern Lake**  
**Village of Edberg**  
**Village of Ferintosh**  
**Village of Hay Lakes**  
**Village of Rosalind**  
("Member Municipality")

AGREEMENT FOR REGIONAL ASSESSMENT REVIEW SERVICES

**BACKGROUND**

- A. Camrose County is the Coordinator for property assessment complaints for the residents of the Member Municipalities identified in Schedule A;
- B. The Member Municipalities wish to partner together to create one Regional Assessment Review Board.
- C. The Member Municipalities are willing to join the Camrose County Regional Municipalities' membership.

The Parties agree as follows:

**1. AGREEMENT**

The following schedules form part of this agreement:

Schedule A – List of Member Municipalities

Schedule B – Bylaw #243-14

Schedule C - Statement of Work

Schedule D – Member Municipality Fees

## 2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

- a. **“Assessor”** is the person appointed by the Member Municipality to assess residents’ property.
- b. **“Assistant Clerk”** is a staff person employed by a Member Municipality to provide service to the Complainant;
- c. **“CARB”** is Composite Assessment Review Board as defined by the Matters Relating to Assessment Complaints Regulation;
- d. **“Clerk”** is the staff person appointed by the County Administrator of Camrose County to act as the Designated Officer to the Regional Assessment Review Board;
- e. **“Complainant”** is an assessed person or taxpayer of the Member Municipality who files a complaint regarding that person’s tax or assessment notice;
- f. **“Coordinator”** is Camrose County.
- g. **“Hearing”** is the act of hosting a formal meeting by an officially constituted body to listen to evidence and pleadings initiated by a complainant;
- h. **“LARB”** is Local Assessment Review Board as defined by the Municipal Government Act;
- i. **“Member Municipality”** is a municipality listed in Schedule A;
- j. **“Regional Assessment Review Board”** means the Board appointed to hear appeals on tax and assessment notices established in accordance with section 454 of the Municipal Government Act.

## 3. MEMBER MUNICIPALITY RESPONSIBILITIES

- 3.1. The Member Municipality shall be entitled to participate in the Regional Assessment Review Board once it passes a Bylaw in the form attached as Schedule B.
- 3.2. The Member Municipality will pay the member fees in consideration for the coordination and services provided by the Clerk on an occurrence basis. The member fees cover coordination and services as defined in Schedule C and D.
- 3.3. In addition to the Member Municipality fees, the Member Municipality will pay additional fees for a Merit Hearing, a LARB Hearing and a CARB Hearing. All of the cumulative costs (i.e. Clerk wages, administration, stationery, postage, Board honorariums, subsistence, travel kilometers, meals and lodging) associated with coordinating and staging a Hearing will be borne by the Member Municipality required to summon it.

3.4. If legal services are required for general purposes to facilitate the administration of the complaint, (i.e. procedure questions) the cost of the service will be paid by the Coordinator.

3.5. If legal services are required for issues that relate only to a specific complaint, the cost of the service will be payable by the Member Municipality which has jurisdiction over the appeal or hearing.

#### **4. COORDINATOR RESPONSIBILITIES**

4.1 The Coordinator will provide services for the Member Municipality as identified in Schedule C.

4.2 The Coordinator is responsible for ensuring the Regional Assessment Review Board members receive training in accordance with the MGA and regulations.

4.3 The Coordinator will keep a record of the complaint in accordance with the MGA and regulations.

4.4 The Coordinator will retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for ten (10) years upon receipt of such paper records. However, agendas and minutes are permanent records.

4.5 The Coordinator will obtain legal services when required.

#### **5. ASSISTANT CLERK RESPONSIBILITIES**

5.1 The Assistant Clerk will, when required, administer withdrawn appeals in accordance with the Member Municipality's practice.

5.2 The Assistant Clerk will, upon receiving an appeal, review the documents for validity and compliance with the MGA and regulations.

5.3 The Assistant Clerk will forward a copy of all the appeal documents to the Regional Clerk, and advise regarding hearing location preferences.

5.4 Any other responsibilities as identified in Schedule C.

#### **6. BOTH PARTIES RESPONSIBILITIES**

6.1 Both parties will make every reasonable effort to ensure that personal information that will be or is intended to be used to make a decision in an assessment review is both complete and accurate.

#### **7. TERM**

7.1 The term of this Agreement is for two years from the execution date. The term may be extended for another five (5) years in one year increments at the Coordinator's sole discretion.

## **8. PAYMENT OF FEES**

8.1 The Member Municipalities agree to pay the Coordinator the fees for the services within 30 days of receipt of invoice. Fees are set out in Schedule D.

## **9. PRIVACY**

9.1 The Coordinator is subject to the *Freedom of Information and Protection of Privacy Act* (FOIP) and will protect the confidential information provided from unauthorized access or disclosure.

9.2 The Member Municipalities shall ensure that any information of a confidential nature which it provides to the Coordinator is clearly marked as such.

## **10. INFORMATION SHARING**

10.1 In order to process reviews for a property tax or assessment notice, the Coordinator is authorized to collect the following types of personal information:

.1 Roll#

.2 Legal Address

.3 Civic Address

.4 Registered Owner Name(s)

.5 Registered Owner(s) mailing address and phone number

.6 Assessed Value and Assessment Class of the property under review

.7 Name, address and phone number of Registered Agent for the Owner

10.2 The specific personal information will be collected from the Member Municipality.

10.3 The collection of personal information from a source other than the individual the information is about is authorized by FOIP Section 34(1) (b).

## **11. TERMINATION OF AGREEMENT**

11.1 The Member Municipality may withdraw at any time upon ten (10) days written notice, forfeiting the full amount of any Member Municipality fees paid as well as honouring any outstanding debts owed.

11.2 The Coordinator may terminate the agreement at any time upon six (6) months written notice.

## **12. DISPUTE RESOLUTION**

- 12.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:
- .1 Should a Member Municipality identify an issue related to this Agreement that may result in a serious disagreement between the Member Municipalities, the Chief Administrative Officer of that Municipality shall approach the Chief Administrative Officer of the other Municipality to consider the issues and attempt to resolve the disagreement.
  - .2 Should the Chief Administrator Officers be unable to resolve the disagreement then the Member Municipalities shall request a joint meeting of the Councils of the Municipalities who shall attempt to resolve the disagreement.
  - .3 Should the Councils be unable to resolve the disagreement, the Municipalities could elevate the dispute and move to a more formal and structured resolution process.
  - .4 Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
  - .5 Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the Arbitration Act, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queens Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the Arbitration Act of Alberta.

## **13. INDEMNIFICATION**

- 13.1 The Member Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Coordinator, its Officers, Directors and Employees against all damages, liabilities or costs arising out of the property assessment or disputes related to the property assessment.
- 13.2 The Member Municipality is solely responsible for the property assessments and compliance with the outcome of the disputed property assessments.
- 13.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

## **14. INSURANCE**

- 14.1 The Member Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:
- .1 Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate;

.2 General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as additional insured

14.2 Certificates evidencing the existence of the policies shall be provided to the Coordinator.

**15. NOTICES**

15.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if delivered to:

To the Member Municipality at:

Town of Bashaw, Box 510, Bashaw, AB T0B 0HO  
Village of Bawlf, Box 40, Bawlf, AB T0B 0J0  
Village of Bittern Lake, General Delivery, Bittern Lake, AB T0C 0L0  
Village of Edberg, Box 160, Edberg, AB T0B 1J0  
Village of Ferintosh, Box 160, Ferintosh, AB T0B 1M0  
Village of Hay Lakes, Box 40, Hay Lakes, AB T0B 1W0  
Village of Rosalind, Box 181, Rosalind, AB T0B 3Y0

To the Coordinator at:

Camrose County  
3755-43 Avenue  
Camrose, AB T4V 3S8  
Phone: (780) 672-4446 Fax (780) 672-1008

**16. FORCE MAJEURE**

16.1 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of either party.

**17. SINGULAR AND MASCULINE**

17.1 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

**18. GOVERNING LAW**

18.1 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.

**19. INTERPRETATION**

19.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

**20. SUCCESSORS**

20.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

**21. ENTIRE AGREEMENT**

21.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

**22. COUNTERPART**

22.1 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.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

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Camrose County Reeve

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Camrose County Administrator

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Town of Bashaw Mayor

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Town of Bashaw Administrator

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Village of Bawlf Mayor

Village of Bawlf Administrator

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Village of Bittern Lake Mayor

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Village of Bittern Lake Administrator

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Village of Edberg Mayor

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Village of Edberg Administrator

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Village of Ferintosh Mayor

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Village of Ferintosh Administrator

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Village of Hay Lakes Mayor

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Village of Hay Lakes Administrator

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Village of Rosalind Mayor

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Village of Rosalind Administrator



**Schedule A**

*LIST OF MEMBER MUNICIPALITIES*

Town of Bashaw, Box 510, Bashaw, AB T0B 0H0	Phone: 780 372-3911
Village of Bawlf, Box 40, Bawlf, AB T0B 0J0	Phone: 780 373-3797
Village of Bittern Lake, General Delivery, Bittern Lake, AB T0C 0L0	Phone: 780 672-7373
Village of Edberg, Box 160, Edberg, AB T0B 1J0	Phone: 780 877-3999
Village of Ferintosh, Box 160, Ferintosh, AB T0B 1M0	Phone: 780 877-3767
Village of Hay Lakes, Box 40, Hay Lakes, AB T0B 1W0	Phone: 780 878-3200
Village of Rosalind, Box 181, Rosalind, AB T0B 3Y0	Phone: 780 375-3996

Schedule B

*Village of Rosalind*

**BYLAW NO. 243-14**

Being a bylaw of the Village of Rosalind, Alberta to establish a Regional Assessment Review Board.

**Background**

Section 456 of the *Municipal Government Act*, permits two or more Councils to jointly establish assessment review boards to have jurisdiction in their respective municipalities;

Camrose County and the Regional Partner Municipalities jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality;

Regional Partner Municipalities will pay for the costs associated with the establishment, training and operations of the Regional Assessment Review Board and each Regional Partner Municipality will share, on a per capita basis, the costs and training related to the Clerk and Board Members and each respective Regional Partner Municipality will bear the full costs relative to any appeals or hosting of their own jurisdictional Hearings and pay to Camrose County the member fees in respect of their portions of those costs.

COUNCIL OF THE VILLAGE OF ROSALIND ENACTS AS FOLLOWS:

**Short Title**

- 1 The short title of this Bylaw shall be the "Regional Assessment Review Board Bylaw".

**Definitions**

- 2 (1) Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.
- (2) In this bylaw the following terms shall have the meanings shown:
  - (a) "Board" means the Regional Assessment Review Board;
  - (b) "CARB" means the Composite Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation;
  - (c) "Citizen-at-large" means a person who does not represent a specific organization;

- (d) “Designated Officer” means the person appointed to carry out the duties and functions of the clerk of the assessment review board as required under section 455 of the *Municipal Government Act*;
- (e) “Elected Official” means a Councillor duly elected by the electors of a respective municipality in compliance with the rules and regulations of the *Local Authorities Election Act*;
- (f) “Hearing” means the act of hosting a formal meeting by an officially constituted body to listen to evidence and pleadings initiated by a complainant;
- (g) “LARB” means the Local Assessment Review Board established in accordance with the *‘Matters Relating to Assessment Complaints’* regulation;
- (h) “Member” means a member of the Regional Assessment Review Board;
- (i) “MGA” means the *Municipal Government Act of Alberta, RSA 2000, Ch. M-26*, as amended and Regulations passed under that Act;
- (j) “Provincial Member” means a Composite Assessment Review Board member appointed by the Minister;
- (k) “Regional Partner Municipality” means those municipalities who enter into an agreement with Camrose County to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this bylaw.

### **Appointment of Board Members**

- 3
- (1) The Board shall consist of 9 members who shall be Citizens-at-Large or Elected Officials appointed by the respective Regional Partner Municipalities.
  - (2) In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.
  - (3) Each Town and Village must submit one eligible person whereas the County must submit two eligible persons.

### **Terms of Appointment**

- 4 (1) Unless otherwise stated, all Members are appointed for three year terms upon successful completion of the required training.
- (2) The Municipality will be responsible for training costs of a new member should a vacancy occur in any portion of a term.
- (3) If a vacancy on the Board occurs at any time the Regional Partner Municipality must appoint a new person to fill the vacancy for the remainder of that term.
- (4) A Member may be re-appointed to the Board at the expiration of his/her term.
- (5) A Member may resign from the Board at any time on written notice to the Designated Officer to that effect.
- (6) The Camrose County Regional Partner Municipalities may remove a Member at any time on the recommendation of the Designated Officer.

#### **Panels of the Board**

- 5 (1) The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels to consist of:
  - (a) three persons selected by the Designated Officer from the Board Members when the panel is acting as a Local Assessment Review Board; or
  - (b) two persons selected by the Designated Officer from the Board Members plus one person appointed by the Minister when the panel is acting as a Composite Assessment Review Board; or
  - (c) A single member selected by the Designated Officer when the Board is acting as a Single Member Local Assessment Review Board or a Single Member Individual Composite Assessment Review Board. Appointed by the Minister.
  - (d) Where possible, the Designated Officer shall include on a 3 person panel a member who is from the municipality under whose jurisdiction the complaint arises.
- (2) Each panel shall choose the Chairperson among themselves, provided however that:
  - (a) the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and

- (b) The provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board.

### **Chairperson**

- (1) The Chairperson of a panel:
  - (a) Will preside over and be responsible for the conduct of meetings;
  - (b) May limit a submission if it is determined to be repetitious or in any manner inappropriate; and
  - (c) Will vote on matters submitted to the panel unless otherwise disqualified.

### **Jurisdiction of the Board**

- 7 The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality.

### **Designated Officer of the Board**

- 8 (1) The Designated Officer of the Board shall be a person designated by the County Administrator of Camrose County, who shall determine the remuneration of the Designated Officer.
- (2) The Designated Officer shall:
  - (a) shall assist the Board in fulfilling its mandate;
  - (b) coordinate the remuneration and expenses payable to each member of the Assessment Review Board; and

### **Meetings**

- 9 (1) Meetings will be held at such time and place as determined by the Board.
- (2) The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **Remuneration**

- 10 (1) Board Members shall receive honorariums for adjudicating at formally scheduled Hearings or taking appropriate training. Honorariums shall be awarded on the following basis:

MERIT	Half day – Four (4) hour block	\$100.00
MERIT	Full day – Four plus (4+) hour block, excluding lunch hour	\$200.00
LARB	Half day – Four (4) hour block	\$100.00
LARB	Full day – Four plus (4+) hour block, excluding lunch hour	\$200.00
CARB	Half day – Four (4) hour block	\$200.00
CARB	Full day – Four plus (4+) hour block, excluding lunch hour	\$400.00

- (2) Board Members and the Designated Officer shall receive compensation for travel based on the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation for performing adjudication duties or taking appropriate training.
- (3) Board Members and the Designated Officer shall receive reimbursement for meals incurred while performing adjudication duties or taking appropriate training. A reasonable meal allowance will be offered and will most often be authorized and organized by the Designated Officer. Guidance to limitations can be derived from the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation.
- (4) Board Members and the Designated Officer shall receive reimbursement for any lodging accommodations required while performing adjudication duties or taking appropriate training.
- (5) Provincial Members shall receive reimbursement for all expenses incurred and at the rates prescribed by the Province.

**Quorum and Voting**

- 11 (1) the quorum for panels of the Board shall be as established by the MGA, namely:
- (i) two members of a panel acting as a local assessment review board; and
  - (ii) One citizen-at-large or elected official and the provincial member of a panel acting as a composite assessment review board.

- (2) All Members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.
- (3) The majority vote of those Members present and voting constitutes the decision of the Board.
- (4) Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Designated Officer shall appoint a replacement member of the panel.

### **Conflict of Interest**

- 12 (1) Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:
- (a) Declares that he or she has a conflict of interest; and
  - (b) Describes in general terms the nature of the conflict of interest.
- (2) The Designated Officer shall cause a record to be made in the Minutes of the members' absence and the reasons for it.
- (3) For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:
- (a) He or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
  - (b) Substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

### **Pecuniary Interest**

- 13 (1) The pecuniary interest provisions of the MGA apply to all Members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.
- (2) A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent him or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

### **Commencement of Appeals**

- 14 (1) A taxpayer may commence an assessment appeal by:

- (a) mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the *'Matters Relating to Assessment Complaints'* regulation and within the time specified in the MGA; and
- (b) paying the applicable fee as listed below:

<b>Category of Complaint</b>	<b>Complaint Fee</b>
Residential 3 or fewer dwellings and farm land	\$50.00
Residential 4 or more dwellings	\$650.00
Non-residential	\$650.00
Business Tax	\$50.00
Tax Notices (other than business tax)	\$30.00
Linear property-power generation	\$650.00 per facility
Linear Property - other	\$650.00 per LPAUID
Equalized assessment	\$650.00

**Rules of Order**

15 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

**Adjournments**

- 16 (1) Except in exceptional circumstances as determined by the Board, the Board may not grant postponement or adjournment of a hearing.
- (2) A request for a postponement or an adjournment must be in writing and contain reasons for the postponement or adjournment, as the case may be.
- (3) Subject to the timelines specified in Section 468 of the MGA, if the Board grants a postponement or adjournment of a hearing, the Board must schedule the date, time and location for the Hearing at the time the postponement or adjournment is granted.

**Notice of Decisions & Record of Hearing**

- 17 (1) After the hearing of a complaint, the Designated Officer shall:
  - (a) Under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the board and the reasons for the decision in compliance with the MGA; and
  - (b) Arrange for the order or decision of the Board to be signed; and distributed in accordance with the requirements under the MGA.
- (2) The Designated Officer will maintain a record of the hearing.



**Delegation of Authority**

18 In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:

- (a) its authority to appoint members of the Regional Assessment Review Board to hear and decide on issues relative to assessment complaints;

**Reimbursement of Costs**

19 Camrose County shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Partner Municipalities will be as set out in the agreements established.

**Severability**

20 If any portion of this by-law is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the by-law is deemed valid.

**Repeal**

21 Bylaw 210-10 is repealed.

**In Force**

22 This by-law shall come into full force and effect on the day that it is finally passed by Council by giving it third and final reading and it is signed in accordance with the MGA.

RECEIVED FIRST READING THIS  
12<sup>TH</sup> DAY OF JUNE, A.D. 2014  
IN THE VILLAGE OF ROSALIND,  
IN THE PROVINCE OF ALBERTA

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MUNICIPAL ADMINISTRATOR

RECEIVED SECOND READING THIS  
12<sup>TH</sup> DAY OF JUNE, A.D. 2014  
IN THE VILLAGE OF ROSALIND,  
IN THE PROVINCE OF ALBERTA

\_\_\_\_\_  
MAYOR

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MUNICIPAL ADMINISTRATOR

RECEIVED THIRD AND FINAL  
READING THIS 12<sup>TH</sup> DAY OF JUNE,  
A.D. 2014, IN THE VILLAGE OF ROSALIND,  
IN THE PROVINCE OF ALBERTA

\_\_\_\_\_  
MAYOR

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MUNICIPAL ADMINISTRATOR

**Schedule C  
STATEMENT OF WORK**

**CLERK (COORDINATOR) AND ASSISTANT CLERK RESPONSIBILITIES**

**AC** = C.A.O. of Village of Rosalind

**A** = assessor for the Village of Rosalind

**C** = Clerk for Regional Board (County)

<b>AC</b>	<b>RECEIPT OF APPEAL</b>
<b>AC</b>	✓ collect fee
<b>AC</b>	✓ review appeal for validity / compliance with legislation
<b>AC</b>	✓ open file & send to assessor and clerk
	<b>INITIAL STAGES</b>
<b>A / AC</b>	✓ preliminary discussions & disclosure of information occurs between complainant and assessor
<b>A / AC</b>	✓ assessor advises assistant clerk if matter is resolved or proceeding to appeal
<b>AC</b>	✓ if resolved, assistant clerk advises the clerk and administers withdraw in accordance with local practice
<b>AC</b>	✓ if proceeding, assistant clerk advises clerk and forwards copy of all appeal documents
<b>AC</b>	✓ assistant clerk will advise regional clerk of hearing location preference
<b>C</b>	<b>CONFIRMATION OF RECEIPT OF APPEAL</b>
<b>C</b>	✓ review appeal for appeal type / validity / compliance with legislation
<b>C</b>	✓ determine if issue exists for merit hearing
<b>C</b>	<b>ASSIGNMENT OF RESOURCES</b>
<b>C</b>	✓ open file / identify all parties involved
<b>C</b>	✓ assign administrative support and board members
<b>C</b>	✓ establish hearing date, schedule facility, board members
<b>C</b>	<b>SEND NOTICE OF HEARING TO COMPLAINANT</b>
<b>C</b>	✓ copies to assistant clerk, assessor & Minister (if CARB)
<b>C</b>	✓ copies if necessary to property owner, agent, lessee etc.
<b>C</b>	<b>DISCLOSURE</b>
<b>C/AC /A</b>	✓ complainant provides 1 <sup>st</sup> disclosure to assistant clerk and assessor
<b>C/AC</b>	✓ assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk
<b>C/A</b>	✓ assessor submits response to assistant clerk and complainant
<b>C/AC</b>	✓ assistant clerk date stamps assessors submission and forwards 1 electronic and 6 paper copies to clerk
<b>C/AC</b>	✓ complainant provides rebuttal to assistant clerk and assessor
<b>C/AC</b>	✓ assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk

<b>C</b>	<b>AGENDA</b>
<b>C</b>	✓ clerk verifies all disclosure
<b>C</b>	✓ clerk verifies attendance of all parties
<b>C</b>	✓ clerk will produce agenda packages & provide six copies at the hearing
<b>C</b>	✓ clerk will liaise with the Board and provide all materials necessary – including legislation
<b>C</b>	✓ clerk will prepare templates for minutes and decisions of the Board
<b>C</b>	<b>APPEAL HEARING</b>
<b>C</b>	✓ clerk will attend hearing and produce minutes that identify all issues presented to the board
<b>C</b>	✓ clerk will attend deliberations and produce a decision from the Board that identifies all issues, arguments, reasons for the decision (including both conformist and dissenting reasons)
<b>C</b>	<b>SEND NOTICE OF DECISION TO COMPLAINANT</b>
<b>C</b>	✓ copies to assistant clerk, assessor & Minister (if CARB)
<b>C</b>	✓ copies if necessary to property owner, agent, lessee etc.
<b>C</b>	<b>REPORTING</b>
<b>C</b>	✓ clerk will provide the assistant clerk with a reporting package of the appeal which includes:
<b>C</b>	✓ copy of hearing minutes
<b>C</b>	✓ statistics (where necessary)
<b>C</b>	✓ feedback form to establish best practices and service standards for quality control
<b>C</b>	✓ clerk will compile and retain a record of the hearing in accordance with the regulations
	<b>HEARING OR APPEAL RECONCILIATION</b>
<b>C</b>	✓ Clerk will keep track of their time devoted to each respective municipality's appeals and record separately
<b>C</b>	✓ Clerk will gather and collect all receipts or expense vouchers from panel members for disbursements or expenses such as travel kilometers, meals and lodging
<b>C</b>	✓ Clerk will validate and recommend authorization and forward these expenses to be paid by Camrose County directly to the respective panel members within a reasonably accepted time frame
<b>C</b>	✓ Clerk will then tabulate the net costs for a municipality to engage in an appeal or hearing and invoice the respective municipality accordingly
<b>C</b>	✓ Clerk will follow these procedures on a case by case and occurrence basis for training or whatever administrative, coordination and operational work was engaged

## Schedule D

### Member Municipality Fees

#### 1. Board Administration

Associated costs and expenses for training and education (i.e. training costs, honorariums, subsistence, travel, meals and lodging) related to the Regional Assessment Review Board Clerk and Members, shall be shared among the Member Municipalities on a per capita basis. This will be calculated utilizing the most current published Alberta Municipal Affairs municipal profile population statistics. For illustration:

YEAR 2009

<i>MUNICIPALITY</i>	<i>POPULATION</i>	<i>PERCENTAGE</i>
Town of Bashaw	868	8.37%
Village of Bawlf	374	3.61%
Village of Bittern Lake	232	2.24%
Village of Edberg	155	1.50%
Village of Ferintosh	193	1.86%
Village of Hay Lakes	429	4.14%
Village of New Norway	323	3.12%
Village of Rosalind	214	2.06%
Camrose County	7577	73.10%

#### 2. Cost of Administering & Hearing Complaints

Associated costs and expenses (i.e. honorariums, subsistence, travel, meals and lodging) related to the Regional Assessment Review Board Clerk and Members involved in a complaint or scheduled Hearing shall be solely borne by the respective Member Municipality whose jurisdiction was involved, plus any fees imposed for a Provincial Member to attend.

#### 3. Regional Assessment Review Board Clerk (Coordinator) Fees

The Member Municipality involved in a complaint process or Hearing will pay the fees listed above plus an hourly rate of thirty dollars (\$30.00) per hour for the Clerk to assist them as well as coordinate all of the duties, tasks, roles and responsibilities involved in performing the function of Designated Officer to the Regional Assessment Review Board.

#### 4. Remuneration and Subsistence

Board Members shall receive honorariums for adjudicating at formally scheduled Hearings or taking appropriate training and education. Honorariums shall be awarded on the following basis:

MERIT	Half day – Four (4) hour block	\$100.00
MERIT	Full day – Four plus (4+) hour block, excluding lunch hour	\$200.00
LARB	Half day – Four (4) hour block	\$100.00
LARB	Full day – Four plus (4+) hour block, excluding lunch hour	\$200.00
CARB	Half day – Four (4) hour block	\$200.00
CARB	Full day – Four plus (4+) hour block, excluding lunch hour	\$400.00

Board Members and the Clerk shall receive compensation for travel based on the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation for performing adjudication duties or taking appropriate training. For example:

*October 1, 2009*

*Part 6*

*Business Use of Private Vehicle*

*Section 15 - Business Kilometer Rate*

*When authorization is received for the use of an employee's private vehicle for government business or to attend a pre-retirement seminar, the employee may claim, based on the kilometers travelled, a rate of \$0.505 per kilometer.*

Board Members and the Clerk shall receive reimbursement for meals incurred while performing adjudication duties or taking appropriate training. A reasonable meal allowance will be honored and will most often be authorized and organized by the Clerk. Guidance to limitations can be derived from the most current published Alberta Government Public Service Subsistence, Travel and Moving Expenses regulation.

Board Members and the Clerk shall receive reimbursement for any lodging accommodations required while performing adjudication duties or taking appropriate training.