

BYLAW NO. 714

VILLAGE OF LOUGHEED

A BYLAW OF THE VILLAGE OF LOUGHEED, IN THE PROVINCE OF ALBERTA, IN RELATION TO THE ESTABLISHMENT OF INTER-MUNICIPAL ASSESSMENT REVIEW BOARDS

WHEREAS, pursuant to section 456, two or more councils may agree to jointly establish the assessment review boards to have jurisdiction in their municipalities;

WHEREAS, Flagstaff County, the Town of Hardisty, the Village of Lougheed, the Town of Sedgewick, the Town of Killam, the Village of Strome, the Village of Forestburg, the Village of Galahad, the Village of Alliance, the Town of Daysland, and the Village of Heisler, wish to establish assessment review boards to have jurisdiction in these municipalities;

WHEREAS, pursuant to section 454 of the Municipal Government Act, RSA 2000, M-26 and amendments thereto, a council may establish one or more local assessment review boards and one or more composite assessment review boards;

WHEREAS, pursuant to sections 454.1 and 454.2 of the Municipal Government Act, a council must appoint three persons as members to each local assessment review board and two persons as members to each composite assessment review board;

WHEREAS, pursuant to section 484 (1) of the Municipal Government Act, a council may set fees payable by persons wishing to make complaints;

WHEREAS pursuant to section 455 of the Municipal Government Act, a council must appoint a designated officer to act as the Clerk of the assessment review boards;

NOW THEREFORE, the council of the Village of Lougheed, in the Province of Alberta, duly assembled hereby enacts:

Title

This Bylaw may be cited as the Inter-Municipal Assessment Review Boards Bylaw.

Definitions

In this Agreement, unless the context provides otherwise, terms have the meaning given to them in the Act and the regulations passed thereto, and the following words or phrases shall have the following meanings:

- a. "Act" means the Municipal Government Act, as amended;
- b. "Administrative Coordinator" means the Town of Killam;
- c. "Assistant Clerk" is a staff person employed by a Municipality, who has taken the training set by the Minister, to assist the Clerk with carrying out the requirements of the Act and regulations, and the terms of the Agreement;
- d. "CARB" is Composite Assessment Review Board established by the Bylaw in Schedule A;
- e. "Clerk" is the designated officer appointed by the Municipalities to act as the clerk of the assessment review boards;
- f. "LARB" is Local Assessment Review Board established by the Bylaw in Schedule A;
- g. "Member" means a resident of the Municipalities, and does not include a councilor, or any other person ineligible pursuant to the Act or the regulations passed pursuant to the Act; and;

- h. "Municipality" or "Municipalities" means Flagstaff County, the Town of Hardisty, the Village of Loughheed, the Town of Sedgewick, the Town of Killam, the Village of Strome, the Village of Forestburg, the Village of Galahad, the Village of Alliance, the Town of Daysland, and the Village of Heisler, who have passed a Bylaw in the form attached as Schedule A, and who have signed a copy of this Agreement.

Functions & Duties

The LARB's and CARB's established pursuant to the Bylaw attached as Schedule A to this Agreement, will hear and decide complaints filed under the Act for property located in the Municipalities.

Membership, Appointments and Vacancies

- a. Each Municipality shall appoint by council resolution the six (6) individuals recommended for appointment by the Clerk.
- b. Provided the Members have taken the necessary training, the same individuals may be appointed to a LARB and CARB.
- c. Each Member is appointed for a three (3) year term pursuant to Schedule B
- d. Each Municipality shall have the right to rescind the appointment of a Member.
- e. The Municipalities must rescind the appointment of a Member if: (i) the Member fails to successfully complete the training program set by the Minister, (ii) they are no longer eligible pursuant to the Act and regulations passed thereto, and (iii) they breach the pecuniary interest provisions in s. 480 of the Act.
- f. Vacancies shall be filled within ninety (90) days.

Chair and Meetings

- a. The Administrative Coordinator will schedule the organizational meetings and training for the Members, Clerk and Assistant Clerks.
- b. The Members will select at the organizational meeting, one of the Members to serve as the Chair of the Board until the next organizational Meeting.
- c. The Chair may call a special meeting at any time.

Administration

- a. The Administrative Coordinator shall have the following duties:
 - Organize the organizational meetings;
 - Organize training for the Members, the Clerk and Assistant Clerks;
 - Schedule Members for hearings pursuant to the Bylaw and this Agreement;
 - Provide support for the Assistant Clerks;
 - Obtain legal opinions and advice;
 - Schedule the hearing in the Municipality in which the property under complaint is located, or other convenient location;
 - Coordinate the hearing responsibilities with the Assistant Clerks pursuant to the Act, and the regulations; and
 - Invoice Municipalities for costs pursuant to the terms of this Agreement.
- b. When substituting Members from one LARB or CARB pursuant to the Bylaw, the Administrative Coordinator will try to have a majority of Members who do not reside in the Municipality in which the property under complaint is located.

Remuneration

- a. Members will receive remuneration for training sessions, meetings, decision meetings, decision writing, reviewing draft decisions, and hearings in accordance with the following schedule:

Full Day Rate (over 4 hours) \$200.00

Half Day Rate (under 4 hours) \$100.00

- b. Members will receive reimbursement for traveling expenses as follows:
Rates shall be determined annually based on Canada Revenue Agency (CRA). Each year CRA determines Automobile Deduction Limits and Expense Benefits Rates for Business.

Board and Hearing Costs

- a. The Municipalities agree to share equally the costs associated with the preparation of this Agreement and the Bylaw at Schedule A.
- b. If revisions to the Agreement or Bylaw are necessary, the Administrative coordinator will undertake those revisions and the costs will be shared equally by the Municipalities.
- c. The Municipality in which the property under complaint is located shall be responsible to pay the costs associated with that hearing, including:
 - Remuneration for Members;
 - The costs associated with the Provincial Member; and
 - Any legal fees.
- d. If more than one hearing is held in a day, then the remuneration for the Members shall be divided equally per complaint and billed to the Municipality in which the property under complaint is located.
- e. The Administrative Coordinator shall determine the location of the hearings within the Municipalities.

Complaint Fees

- a. The fees payable pursuant to section 481 (1) of the Act, shall be the maximum fees in the Matters Relating to Assessment Complaints Regulation (AR310/2009) as amended.
- b. Each Municipality shall collect the fees for complaints in that Municipality.

General

- a. The term of this Agreement shall be continuous.
- b. The Municipalities agree to review this Agreement in January 2011, after the completion of the complaints for the 2009 assessment (for taxation in 2010). Thereafter, on request of any Municipality, the Agreement may be reviewed in January of each year the Agreement is in force.
- c. Should a Municipality wish to withdraw from participation in the Agreement, they may do so by serving notice prior to April 1st of any given year, the withdrawal to take effect on January 1st of the following year.
- d. The Schedules form part of this Agreement.

Dispute Resolution

- a. In the event a dispute arises regarding any of the clauses of this Agreement, or over a financial matter regarding the operation of the LARB'S and CARB's, the Chief Administrative Officers of the Municipalities shall meet to consider the matter.
- b. The decision of the panel of Chief Administrative Officers will be final.

Privacy

- a. The Administrative Coordinator is subject to the Freedom of Information and Protection of Privacy Act (FOIPPA) and will protect confidential information from unauthorized access or disclosure.
- b. The Municipalities will ensure that any information of a confidential nature that it provides to the Administrative Coordinator is clearly marked as such.

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Counterpart

- a. This Agreement may be executed in any number of counterparts by the Municipalities. All counterparts so executed shall have the same effect as if all Municipalities actually had joined in executing one copy of the Agreement.

In Witness Whereof, the Municipalities have executed this Agreement .

Repeal


This bylaw repeals and replaces all previous Bylaws on this matter, Village of Lougheed, Province of Alberta.

READ a first time this 14th day of April, A.D. 2011.

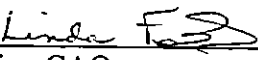
READ a second time this 14th day of April, A.D. 2011.

UNANIMOUS consent for third reading the 14th day of April, A.D. 2011

READ a third time and finally passed this 14th day of April, A.D. 2011.



Mayor



Acting CAO

SCHEDULE B

LARB and CARB APPOINTMENTS

- LARB #1** Harold Haugen, appointed for a term of three years ending April 1, 2013
Ken Rawluk, appointed for a term of three years ending April 1, 2013
Linda Simpson, appointed for a term of three years ending April 1, 2013
- LARB #2** Jim Chenoweth, appointed for a term of three years ending April 1, 2013
Betty Campbell Chaisson, appointed for a term of three years ending April 1, 2013
Person #6, Vacant
- LARB #3** Linda Simpson, appointed for a term of three years ending April 1, 2013
- CARB #1** Harold Haugen, appointed for a term of three years ending April 1, 2013
Ken Rawluk, appointed for a term of three years ending April 1, 2013
- CARB #2** Jim Chenoweth, appointed for a term of three years ending April 1, 2013
Betty Campbell Chaisson, appointed for a term of three years ending April 1, 2013
- CARB #3** Linda Simpson, appointed for a term of three years ending April 1, 2013
Person #6, Vacant

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