



Town of Lumsden
Meeting Minutes
Regular Council Meeting May 7, 2024 - 6:30 PM

Call to Order

The Lumsden Town Council convened their Regular Meeting in the Council Chambers of the Municipal Office and via Zoom on Tuesday, May 7, 2024 at 6:30 pm.

Present:

Mayor: Bryan Matheson

Councillors: Verne Barber, Jenelle Brennan, Ashlee Longmoore (via Zoom) Rhonda Phillips, Jim Rawlings (via Zoom, attended from 6:37 pm to 8:25 pm), Byron Tumbach

Chief Administrative Officer: Monica M. Merkosky

Assistant Chief Administrative Officer: Krystal Strong

Director of Finance: Ryan Haresign (via Zoom, attended from 6:30 pm to 6:57 pm)

Director of Planning and Development: Aimee Bryck (via Zoom, attended from 6:49 pm to 7:19 pm)

Public Works Superintendent: Jeff Carey (attended from 6:30 pm to 6:51 pm)

Absent:

None

"We would like to begin by acknowledging that we are on the traditional lands, referred to as Treaty 4 territory, and that the Town of Lumsden is located on Treaty 4 territory, the original lands of the Cree, Ojibwe, Saulteaux, Dakota, Nakota, Lakota, and on the homeland of the Métis."

Resolution No. Additions to Agenda (subject to majority vote of council)

2024-188

Moved by: Councillor Phillips

Seconded by: Councillor Longmoore

"That we agree to add the following item to the agenda under Public Works

Reports:

- 5.1 - Resignation - Tylor Wood."

CARRIED

Resolution No. Approval of Agenda

2024-189

Moved by: Councillor Brennan

Seconded by: Councillor Tumbach

"That we approve the agenda as amended."

CARRIED

Declaration of Conflict of Interest

Councillor Jenelle Brennan declared a conflict of interest with respect to the List of Accounts which includes a payroll payment to her spouse, Liam Brennan, Arena Manager, which is shared position between the Lumsden Sports Centre and the Town of Lumsden.

Public Works Reports

Resolution No.
2024-190

Resignation - T. Wood
Moved by: Councillor Phillips
Seconded by: Councillor Barber

"That we accept, with regret, the resignation of Wastewater Treatment Plant Lead, Tylor Wood, effective end of day on July 12, 2024."

CARRIED

Resolution No.
2024-191

Accept Public Works Report
Moved by: Councillor Tumbach
Seconded by: Councillor Barber

"That we accept the Public Works Report as presented verbally by Superintendent Jeff Carey."

CARRIED

Public Works Superintendent, Jeff Carey, left for the remainder of the meeting at 6:51 pm.

Accounts for Approval

Conflict Declared - Councillor Brennan

Councillor Jenelle Brennan declared a conflict of interest with respect to the List of Accounts which includes a payroll payment to her spouse, Liam Brennan, Arena Manager, which is shared position between the Lumsden Sports Association and the Town of Lumsden. Councillor Brennan abstained from discussion and voting on the matter and left the Council Chambers at 6:52 pm.

Resolution No.
2024-192

List of Accounts
Moved by: Councillor Barber
Seconded by: Councillor Rawlings

"That the list of accounts attached as Schedule "A" is approved for payment."

CARRIED

Conflict - Returned to Chambers

At the conclusion of discussion and voting on the matter, Councillor Brennan returned to the Council Chambers at 6:53 pm.

Director of Finance, Ryan Haresign, left for the remainder of the meeting at 6:57 pm.

Planning and Development Applications and Reports

Resolution No.
2024-193

Municipal Boulevard Lease Policy - Proposed Amendments
Moved by: Councillor Phillips
Seconded by: Councillor Brennan

"That we amend the 'Municipal Boulevard Lease Policy and Guidelines' as per Schedule "B"; the amendment will authorize the Development Officer to administer Boulevard Lease Applications in order to expedite the application approval/denial process."

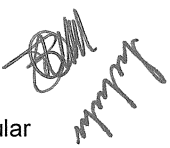
CARRIED

Resolution No.
2024-194

Municipal Request for SLGA Special Occasion Permit Application
Moved by: Councillor Phillips
Seconded by: Councillor Brennan

"That we approve the 'Municipal Request for an SLGA Special Occasion Permit Application' as per Schedule "C"; the amendment will permit the Chief Administrative Officer or his/her designate, to administer SLGA-associated applications in order to expedite the application approval/denial process."

CARRIED



Adoption of Minutes

Resolution No. April 22, 2024 - Group I Committee Meeting
2024-195 **Moved by:** Councillor Barber
Seconded by: Councillor Longmoore
"That the minutes of the April 22, 2024 - Group I Committee Meeting be approved, as circulated." **CARRIED**

Resolution No. April 23, 2024 - Regular Council Meeting
2024-196 **Moved by:** Councillor Tumbach
Seconded by: Councillor Brennan
"That the minutes of the April 23, 2024 - Regular Council Meeting be approved, as circulated." **CARRIED**

Resolution No. April 23, 2024 - Public Hearing Bylaw No. 2024-03 Minutes
2024-197 **Moved by:** Councillor Phillips
Seconded by: Councillor Rawlings
"That the minutes of the April 23, 2024 - Public Hearing Minutes be approved, as circulated." **CARRIED**

Resolution No. April 24, 2024 - Joint Administration Supper Meeting
2024-198 **Moved by:** Councillor Barber
Seconded by: Councillor Tumbach
"That the minutes of the April 24, 2024 - Joint Administration Supper Meeting be approved, as circulated." **CARRIED**

Director of Planning and Development, Aimee Bryck left for the remainder of the meeting at 7:19 pm.

Resolution No. **Communications**
2024-199 **Moved by:** Councillor Longmoore
Seconded by: Councillor Rawlings
"That the following communications and reports have been reviewed and the Chief Administrative Officer is authorized to file the same accordingly:
a. Lumsden and District Arts Council - Annual Report 2023-2024
b. Southeast Regional Library - AGM, April 13, 2024
c. Infrastructure Canada - Active Transportation Fund, Final Payment
d. Lumsden and District Heritage Home - March 25 and April 15, 2024 Meeting Minutes
e. Saskatchewan Assessment Management Agency (SAMA) - 2023 Annual Report." **CARRIED**

Reports of Administration

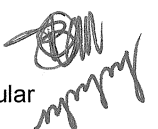
Resolution No. **Council Update**
2024-200 **Moved by:** Councillor Barber
Seconded by: Councillor Rawlings
"That the verbal report of the Chief Administrative Officer be accepted as presented." **CARRIED**

Appointments

Resolution No. **Deputy District EMO Coordinator - T. McCord**
2024-201 **Moved by:** Councillor Tumbach
Seconded by: Councillor Barber
"That we appoint Thomas McCord as the Deputy District EMO Coordinator of the Lumsden & District Emergency Management Organization, as per Bylaw 2023-16." **CARRIED**

New Business

Resolution No. **Shepherd of the Valley Lutheran Church - Strawberry Sale Street Closure Request**
2024-202 **Moved by:** Councillor Longmoore
Seconded by: Councillor Rawlings



"That, as requested by the Shepherd of the Valley Lutheran Church, we agree to temporarily close Broad Street, between Second Avenue and Third Avenue, to accommodate for moving traffic safely and efficiently through the Strawberry Sale pickup process on June 1, 2024, from 9:30 am to 2:00 pm." **CARRIED**

Resolution No. Workplace Violence Policy and Prevention Plan

2024-203

Moved by: Councillor Barber

Seconded by: Councillor Tumbach

"That, as required by *The Saskatchewan Employment (Part III) Amendment Act, 2022*, we approve the Workplace Violence Policy and Prevention Plan, as per Schedule "D"."

CARRIED

Resolution No. 2024 RiverPark Campground Host Contract

2024-204

Moved by: Councillor Brennan

Seconded by: Councillor Rawlings

"That we approve the 2024 RiverPark Campground Host Contract, as per Schedule "E"."

CARRIED

Resolution No. Lumsden and District Heritage Home - Proposed New Constitution

2024-205

Moved by: Councillor Barber

Seconded by: Councillor Phillips

"That we accept the proposed new constitution of the Lumsden & District Heritage Home Inc., as per Schedule "F"."

CARRIED

Resolution No. Lumsden Duck Derby - SLGA Special Occasion Permit

2024-206

Moved by: Councillor Longmoore

Seconded by: Councillor Phillips

"That we approve the request of the Lumsden Duck Derby Committee and recommend the issuance of an SLGA Special Occasion Permit to the Lumsden Duck Derby Committee for a function known as the "Lumsden Duck Derby" from 11:00 am to 7:00 pm on Monday, September 2, 2024 at RiverPark."

CARRIED

Resolution No. Lumsden Duck Derby Cabaret - SLGA Special Occasion Permit and RiverPark Ball Diamond Use

2024-207

Moved by: Councillor Brennan

Seconded by: Councillor Tumbach

"That we approve the request of the Lumsden Duck Derby Committee and recommend the issuance of an SLGA Special Occasion Permit to the Lumsden Duck Derby Committee for a function known as the "Lumsden Duck Derby Cabaret" from 6:00 pm to 11:00 pm on Saturday, August 31, 2024 at RiverPark; and That we approve the request of the Lumsden Duck Derby Committee to use the RiverPark Cubs Ball diamond from August 31, 2024 to September 3, 2024 for the set up and take down of the cabaret event tent."

CARRIED

Resolution No. Lumsden Duck Derby - ATV Use Request

2024-208

Moved by: Councillor Rawlings

Seconded by: Councillor Longmoore

"That we approve the request of the Lumsden Duck Derby Committee and issue an ATV Permit authorizing the use of ATV's throughout Town during the Lumsden Duck Derby on Monday, September 2, 2024."

CARRIED

Resolution No. Lumsden Duck Derby - Temporary Street Closure and Facility Use

2024-209

Moved by: Councillor Barber

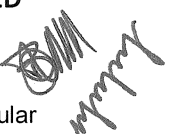
Seconded by: Councillor Brennan

"That we approve the request of the Lumsden Duck Derby Committee to close a portion of 3rd Avenue in front of the Centennial Hall during the Pancake Breakfast to be held on Monday, September 2, 2024 provided that access and egress to Lumsden Supermarket is not compromised;

That we approve the use of the basement of the Centennial Hall on September 2, 2024 from 6:00 am to 11:00 am for the Pancake Breakfast (free of charge as per Bylaw 2023-15); and

That we approve the use of the RiverPark Meeting Room on September 2, 2024 from 8:00 am to 8:00 pm (free of charge as per Bylaw 2023-15)."

CARRIED



Resolution No. Lumsden Duck Derby - Parade Request

2024-210

Moved by: Councillor Rawlings
Seconded by: Councillor Longmoore

"That we issue a Parade Permit to the Lumsden Duck Derby Committee to use James Street North and 5th Avenue, for a parade to be held on September 2, 2024 from 12:00 pm to 2:00 pm."

CARRIED

Resolution No. Closed Session

2024-211

Moved by: Councillor Tumbach
Seconded by: Councillor Longmoore

"That we move into Closed Session at 8:01 pm for the purpose of discussing strategic planning as allowed pursuant to Section 120 of *The Municipalities Act*, with staff to be included in the session."

CARRIED

Rise from Closed Session

At 8:24 pm, Council left the Closed Session and returned to the open meeting.

Resolution No. Recycling Collection RFP Submissions

2024-212

Moved by: Councillor Tumbach
Seconded by: Councillor Rawlings

"That we award a three-year contract, commencing September 1, 2024, to Loraas Disposal South Ltd. for the following services, noting these are pretax rates and that a CPI adjustment will be incurred in January 2026 and January 2027:

- Residential Curbside Recycling Collection \$10.75 / cart / month (bi-weekly service)
- Commercial Recycling Collection - 4 Yd Bins \$130.00 / bin / month (weekly service)
- Commercial Recycling Collection - 6 Yd Bins \$194.85 / bin / month (weekly service)
- Recycling Depot Program - 40 Yd Compactor \$275.00 / bin / month and \$225.00 haulage rate of Regina (as needed); and further,

That the Town of Lumsden purchase the required residential rollout carts to be funded by Reserve."

CARRIED


Resolution No. Adjournment

2024-213

Moved by: Councillor Longmoore

"That we adjourn the meeting at 8:25 pm."

CARRIED



Mayor



Chief Administrative Officer

Town of Lumsden
Invoice Edit List - Condensed
 Batch # 2024-00073 - May 7, 2024 To Be Approved
 For the Period Ended 2024-05-31

Date Printed
 2024-05-03 12:25 PM

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Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #		Invoice Amount
ALSSAL1	Alsport Sales Ltd.						
17	12671	2024-04-25	2024-05-08	U075-Oil Change Kit;U160-Trim			155.31
ASSENV1	Assoc Enviro						
5	820381	2024-04-22	2024-05-08	Mun Off Plans/Cntry Hill/Town			14,468.24
7	820260	2024-04-10	2024-05-08	2023 Landfill Groundwater Mon			1,860.35
						Vendor Total:	16,328.59
BISFIR1	Bison Fire Protection						
49	47808042624	2024-04-26	2024-05-08	Semi-Annual Kitchen Fire Insp			371.30
BOBREG1	Bobcat of Regina Ltd.						
57	P89246	2024-05-01	2024-05-08	U45 - Oil Change			202.84
CANOE1	Canoe						
56	PF-0978-44975	2024-04-30	2024-05-08	2020.00 Liters Diesel			3,193.69
CAPFOR1	Capital Ford Lincoln Inc.						
23	593304	2024-04-25	2024-05-08	U15 -Oil Filter			87.91
CHEJENN1	Cheney, Jennifer						
41	LIB 2024-04	2024-04-30	2024-05-08	Library Afterschool Crafts 2 Hrs			26.00
CHENAN1	Cherney, Nancy						
58	EMO 2024-04	2024-04-30	2024-05-08	EMO-Plan Rev/Meet Monica/D			281.25
CLETEC1	Cleartech Industries Inc.						
2	INV1111423	2024-04-24	2024-05-08	WTP-Sod Hypochlor/Drums&P			1,777.38
25	CM368180	2024-04-24	2024-05-08	WTP-Credit-Drum Deposit x1			-94.50
26	CM368179	2024-04-24	2024-05-08	WTP-Credit-Drum Depx6 & Wo			-609.00
						Vendor Total:	1,073.88
COTBRE1	Cottrell, Brenda Lee						
28	May15/24 SenNig	2024-05-01	2024-05-08	May 15 Senior Night Singer Final			1,800.00
CROHAN1	Crosby Hanna & Associates						
27	#51(414-38)	2024-03-31	2024-05-08	Phase 1B The Country Dev-T S			262.50
EMSEQU1	EMSCO Equipment Maintenance &						
18	P08625	2024-04-24	2024-05-08	U50 - Grader Blade with Nut &			740.89
ENGCHA1	Engelheim Charter Inc.						
9	2206677	2024-05-08	2024-05-08	Bus Dew Drop Srs. Group			1,155.00
FERMAR1	Fer-Marc Equipment Ltd.						
55	107091	2024-04-25	2024-05-08	U60-Onsite Repair-Wouldn't Move			579.42
GIBANN1	Gibbons, Anne						
44	LIB-2024-04	2024-04-30	2024-05-08	Preschool Storytime 4 Hrs - April			52.00



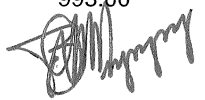
Date Printed
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Town of Lumsden
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Batch # 2024-00073 - May 7, 2024 To Be Approved
For the Period Ended 2024-05-31

Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #		Invoice Amount
GRATIR1	Graham's Tire Service Ltd.						
16	0369633	2024-04-24	2024-05-08	U015 -Tire Repair			64.38
46	0370691	2024-05-01	2024-05-08	U40 - Flat Repair			78.81
						Vendor Total:	143.19
HORCOM1	Horizon Computer Solutions						
50	227941	2024-05-01	2024-05-08	May - Total Care Agree. 17 Us			2,830.50
JAPMAR1	Japp, Maryn						
40	LIB 2024-04	2024-04-30	2024-05-08	Preschool Storytime 4 Hrs. - April			52.00
LANCAR1	Langham Care Home						
20	D Riemer Donati	2024-04-25	2024-05-08	IMO Dorothy Riemer Memorial			50.00
LASMOU1	Last Mountain Times Ltd						
47	24-306	2024-05-01	2024-05-08	2 ADV- Town Bylaw 2024-04 -			695.35
LENSHA1	Lennox, Shannon						
45	May 2/24 Refund	2024-05-02	2024-05-08	RVP-Refund Due to Weather M			50.00
LGGIND1	LGG Industrial						
54	RG123877	2024-04-30	2024-05-08	U60 - HydHoseKit -16x48" Hos			314.99
LUMHIG5	Lumsden High School Awards Com						
33	Award - 2024	2024-05-01	2024-05-08	2024 - LHS Scholarship			1,000.00
MAIFLE1	Mainline Fleet Service Ltd.						
22	05UL7499	2024-04-25	2024-05-08	U0140- Oil Filter			10.91
MARPET1	Marsollier Petroleum Ltd						
10	428426	2024-04-17	2024-05-08	U060- 2 x 18.9 L Mobil Hydraul			218.91
11	426644	2024-03-27	2024-05-08	U017/U016 - 5W20 Oil 6x1L			167.57
12	424738	2024-03-04	2024-05-08	U050-Hydrolic Oil 18.9L Pail			138.67
24	429193	2024-04-25	2024-05-08	U060-Hydrolic Oil 2 x 18.9L Pa			218.91
29	429528	2024-04-30	2024-05-08	U060-Mobil Hydraul Oil 18.9 L			218.91
						Vendor Total:	962.97
MATBRY1	Matheson, Bryan						
21	April 2024 Mlg	2024-04-30	2024-05-08	Apr Mileage-462 km-Saskatoon			253.92
MCEGIN1	McElroy, Gina						
32	109	2024-04-29	2024-05-08	RVP Cleaning - Apr - 19 hrs.			618.18
MERMON1	Merkosky, Monica						
36	Cell 2024-04	2024-04-27	2024-05-08	Apr Cell Reimbursement			119.89
NEWSTE1	New, Steve						
60	Refund Par Mon	2024-04-30	2024-05-08	RVP-Refund 25 Days Camp Fe			470.85
PHIRHO1	Phillips, Rhonda						
1	April 24-Mileag	2024-04-30	2024-05-08	SUMA Conv Mileage 112km			61.55

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2024-00073 - May 7, 2024 To Be Approved
For the Period Ended 2024-05-31

Vendor # Tr #	Name Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
PRASTE1 3	Prairie Steam-All 414636	2024-04-20	2024-05-08	RVP Clean Exhaust System,2		966.00
SASHEA1 15	Saskatchewan Health Authority c/o 3467099	2024-04-22	2024-05-08	120 Ross St - Testing		23.00
48	3467574	2024-04-29	2024-05-08	300 James St N - Testing		23.00
				Vendor Total:		46.00
SEDA1 19	Saskatchewan Economic Dev. Allia 4591	2024-04-09	2024-05-08	2024 Seda Membership		376.95
SIDWEN1 37	Sidebottom, Wendy Dbl Pymt 04/30	2024-04-30	2024-05-08	Refund Duplicate Pymt Made		325.05
STEALL1 42	Stelter, Allison B LIB-2024-04	2024-04-30	2024-05-08	Preschool Storytime 2 Hrs- April		26.00
STRKRY1 8	Strong, Krystal Apr 24/24 Mtg	2024-04-22	2024-05-08	Dispos Table Clothx11-04/24/		15.26
SUMA1 38	SUMA INV-000103487	2024-04-29	2024-05-08	2024 Conv Awards Prog-Bryan		105.00
SWIKEM1 30	Swish-Kemsol R024008	2024-04-25	2024-05-08	Shop - Gojo Soap, AT30 Clean		204.96
TOSTEC1 34	Toshiba Tec Canada Business Sol. AR4880271	2024-04-30	2024-05-08	Unit 5015 - Mar 27-Apr 26 Copi		279.72
35	AR4880270	2024-04-30	2024-05-08	Unit 5005 - Mar 29-Apr 28 Copi		236.29
				Vendor Total:		516.01
TREMAT1 59	Tremaine, Matthew REFUN240223-00	2024-04-25	2024-05-08	RVP Meeting Room-Refund		139.00
UMAAS1 4	U.M.A.A.S. SI-1444/Conv-20	2024-04-22	2024-05-08	2024 Convention - Merkosky, M		315.00
VALELE1 31	Valleyside Electric 755	2024-04-29	2024-05-08	RVP-Repair Wire by Mouse		266.13
WOLCOL1 43	Wolf, Colleen LIB-2024-04	2024-04-30	2024-05-08	Afterschool Craft Program 4 Hr.		52.00
WOLMEC1 13	Wolseley Mechanical Group 8934536	2024-04-11	2024-05-08	Water Meter Part-1" Cast Unio		20.24
51	8983049	2024-04-30	2024-05-08	Small Tools - Pex Tool		881.62
52	8983050	2024-04-30	2024-05-08	WTP-Shop Supplies - Pro-Pex		75.09
53	8983048	2024-04-30	2024-05-08	Office - RO Repair Part		16.05
				Vendor Total:		993.00



Date Printed
2024-05-03 12:25 PM

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2024-00073 - May 7, 2024 To Be Approved
For the Period Ended 2024-05-31

Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount	
WYLCO1	WYL Construction						
39	0849	2024-04-27	2024-05-08	Hall-Paint Hallway to Bsmt,Tele		788.10	

Total for Batch: 39,079.34

Invoices Printed: 58



Town of Lumsden
Invoice Edit List - Condensed
Batch # 2024-00074 – May 7, 2024 Preauthorized
For the Period Ended 2024-04-30

Date Printed
2024-04-30 9:30 AM

Page 1

Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount	
HOMDEP1	Home Depot, The						
1	2021140	2024-03-25	2024-04-29	Shop Supplies		74.07	
2	9614777	2024-04-17	2024-04-29	FD Supplies		105.37	
					Vendor Total:	<u>179.44</u>	
MEPP	MEPP						
3	MEPP-2024-02-17	2024-02-17	2024-04-26	Pension Contribution Feb 17		10,900.86	
					Total for Batch:	<u><u>11,080.30</u></u>	

Invoices Printed: 3



Date Printed
2024-05-03 11:01 AM

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2024-00075 - May 7, 2024 Preauthorized-2
For the Period Ended 2024-05-31

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Vendor #	Name	Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
RECGEN1	Receiver General (Acct #1)	3	RP1-2024-04-13	2024-04-13	2024-05-03	Income Tax/ CPP/EI/Apr 13		22,394.74
RECGEN2	Receiver General (Acct #2)	4	RP2-2024-04-13	2024-04-13	2024-05-03	Income Tax/ CPP/EI - Apr 13		205.36
RECGEN3	Receiver General (Acct #3)	5	RP3-2024-04	2024-04-30	2024-05-03	Income Tax/ CPP-Council- April		839.42
SASTEL1	SaskTel	2	SkTel-2024-04	2024-04-28	2024-05-03	Phones-Internet-LFD Alarm Ap		1,263.47
SASTEL2	SaskTel - Acct 9711865-1	1	Off Phone 24-04	2024-04-28	2024-05-03	Office Phones & Alarm-911 Ch		481.98
Total for Batch:								<u>25,184.97</u>

Invoices Printed: 5

Lumsden



TOWN OF LUMSDEN
Municipal Boulevard Lease Policy

Adopted April 12, 2022

Amended May 7, 2024

Policy Statement:

This policy is intended to guide the application and execution of leasing a portion of a municipal boulevard, for the purpose of creating additional seating for restaurants on James Street North (Main Street) in Lumsden.

1) Purpose: To enhance Main Street by expanding business opportunities through the seasonal lease of municipal boulevards.

2) Application:

- a) Businesses may apply to lease a portion of the municipal boulevard by applying to the Town on a first-come, first-serve basis.
- b) Applications will be accepted for the Summer Season operating from April 1st to October 31st.
- c) The application fee is \$50.00.
- d) The application shall include a site plan containing the following:
 - i. Location of the proposed site with approximate measurements;
 - ii. Location of any barricades, fencing, tables, chairs, and other accessories; and
 - iii. Location of any utility poles, hydrants, or other public utilities (i.e. catch basins)
- e) The request will be reviewed by the planning and development department and the reviewed application will be submitted to the Development Officer for a decision. Once the Development Officer has made a decision, a response will be provided in writing to the applicant.

3) Agreement:

- a) If the application is approved, the Town and Applicant will be required to sign a Municipal Boulevard Lease Agreement.
- b) The Agreement will address the effective period, cost, and responsibilities of both parties.
- c) Proof of Liability Insurance in the amount of not less than \$2,000,000 will be required at the time of signing.

4) Agreement Cost:

- a) Applicants approved for a Municipal Boulevard Lease shall pay a nominal fee representing the cost for two (2) hours of work for the Public Works Department to install and remove traffic barriers at the beginning and end of the operating season.
- b) The Agreement Cost shall be paid in full at the time the agreement is executed.

5) Lessee Responsibilities:

- a) To provide decking, lighting, furnishings, and other decorative accessories. Traffic barricades, fencing/paneling, reflective safety tape will be supplied by the Town, while supplies last, on a first-come, first-served basis.
- b) To keep the leased area free from rubbish and debris.
- c) To obtain all licenses or permits required by any other authority having jurisdiction with respect to the use of the leased area (i.e. Sask Liquor and Gaming Authority).
- d) To provide public liability insurance in the amount of not less than \$2,000,000 for the area and must indemnify the Town safe and harmless from all claims of injury to persons or damage to property attributable, in whole, or in part, to the existence, location and operation of the commercial activity in the municipal boulevard.
- e) To ensure pedestrians have an unobstructed access to the municipal sidewalk between the business and leased boulevard.
- f) To remove all decking, furniture, and décor within the traffic barriers prior to the Public Works Department removing the barriers and paneling at the end of the lease.

6) Additional Requirements and Standards

- a) The Town reserves the right to determine how many Municipal Boulevard Leases are suitable on Main Street. Approval will be granted on a first come, first served basis.
- b) Alcoholic beverages may be served provided the associated restaurant is licenses to serve alcohol and has received approval from the Saskatchewan Liquor and Gaming Authority.
- c) A minimum clear pedestrian passage of no less than 1.5 metres shall be maintained, and fee of any physical obstructions such as utility poles, fire hydrants, temporary signs, benches, or garbage/recycling receptacles.
- d) The street patio must be wheelchair accessible.
- e) The street patio must not inhibit drainage and must ensure that any catch basins in proximity remain clear of debris and refuse.
- f) All lighting should be temporary in nature, and not project into oncoming street traffic or adjacent businesses.
- g) Umbrellas shall be located entirely within the approved street patio area and not encroach onto the street as to obstruct traffic.
- h) Furnishings including tables, chairs and decorative accessories shall be constructed of weather resistant materials and shall be neatly and fully contained within he approved area.
- i) The entirety of the patio must be removable and not permanently fixed in place. All features must be removed during the off-season or at the end of the lease.
- j) Any decking constructed for the street patio must adhere to the following:
 - i) The surface shall have no protrusions (i.e. screws, nails, etc.) and be made of timber or composite decking affixed with screws.
 - ii) Decking must be tightly spaced to prevent heels or mobility devices (i.e. walkers, canes) from becoming caught.
 - iii) Any platform or decking must not be attached to the street and must be flush with the curb.
- k) The leased area shall contribute positively to Main Street and the perception of the surrounding area. Inappropriate patron or staff behaviour, management practices or increases in calls for service from the Police, Fire or any other agency shall be grounds for immediate termination of the lease.



TOWN OF LUMSDEN
Request for Special Occasion Permit Approval

Lumsden Municipal Office
PO Box 160
300 James St N
Lumsden, SK S0G 3C0
Phone: (306) 731-2404
Fax: (306) 731-3572
Email: town.lumsden@sasktel.net
Website: www.lumsden.ca

Municipal Approval is required for the issuance of a Special Occasion Permit by the Saskatchewan Liquor and Gaming Authority (SLGA). Completed applications should be submitted a minimum of 10 business days before the event. Please provide the following information:

Form with fields: Name of the Organization/Person Requesting the Approval, Mailing Address, Email Address, Name of Function, Type of Function, Event Location

Table with 2 columns: Date(s) of Function, Hours for beverage alcohol service each day. Rows 1-4.

Additional Information: Mail Letter [] Email Letter [] Pick up Letter []

APPLICANT DECLARATION:

I _____ of _____ in the Province of Saskatchewan, hereby
(name) (municipality)

make an Application in accordance with section 24 of The Local Authority Freedom of Information and Protection of Privacy Act, the information collected on this form will be used for administrative purposes relating to your special occasion approval request. If you have any questions regarding the collection and use of this information, please contact the Town of Lumsden.

Applicant's Signature Date

SUBMISSION:

Please submit the completed application form by email to town.lumsden@sasktel.net, by mail to the Town of Lumsden (address is on the top right corner of the first page), or drop-off in person at the Lumsden Municipal Office.

Handwritten signature

Application Process:

1. Submit completed application and the \$25.00 fee to the Lumsden Municipal Office.
2. An authorized representative of the Town will review the request to ensure compliance with existing municipal bylaws and policies; and if the event is to be held at a municipal facility, confirms that a booking has been made.
3. If in compliance with existing municipal bylaws and policies, the authorized representative of the Town will issue a letter to the applicant supporting the request for a special occasion permit.
4. The letter will be mailed, emailed, or picked-up, as per the applicants request on the application form.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be written in cursive or a similar script.



Title: **Workplace Violence Prevention Policy and Prevention Plan**

Effective: May 8, 2024

Amended:

Purpose:

The Town of Lumsden (the "Town") is committed to minimizing and eliminating the risk of workplace violence.

The Town is committed to providing employees with workplace violence training and taking appropriate corrective action respecting any worker who subjects another worker to violence. Violence in the workplace may be grounds for disciplinary action up to and including termination of employment for cause or immediate dismissal.

Definitions:

Chief Administrative Officer means the Administrator as appointed by Council in accordance with *The Municipalities Act*

Complainant means a person who makes a complaint

Council means the Town of Lumsden Council

Employee means the same as a 'Worker'

Respondent means the person who allegedly committed a violent act and/or harassment

Town means the Town of Lumsden, its employees or its duly authorized representatives

Violence means, as defined in section 3-26(1) of *The Occupational Health and Safety Regulations, 2020*, "the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."

Worker means an individual, including a supervisor, who is engaged in the service of an employer who:

- (a) is permitted by an employer, directly or indirectly, to perform work or services; or
- (b) is being trained by an employer. Pursuant to *The Saskatchewan Employment Act*, in relation to the duty to ensure, insofar as reasonably practicable, that all workers are not exposed to violence in the workplace, workers also means:
 - (a) a volunteer that an employer permits, directly or indirectly, to perform work or services; and
 - (b) an independent or dependent contractor

Worksite means a location where a worker is or is likely to carry out their responsibilities of employment. This includes work-related settings such as work-related conferences, travel, municipality sponsored social events and any vehicle or mobile equipment used by a worker in the course of their employment.

Guiding Principles:

The Saskatchewan Employment (Part III) Amendment Act, 2022 (the “Amendment Act”) requires all employers to develop and implement a written violence policy statement and prevention plan (the “PSPP”) by May 17, 2024. Employers also have a duty to investigate all incidents of workplace violence.

The *Occupational Health and Safety Regulations*, (the “Regulations”) require the PSPP to identify the worksites where violent situations have occurred or may reasonably be expected to occur, as well as the staff positions that have been or may reasonably be expected to be exposed to violent situations. The risk assessment will assist in identifying these work sites and staff positions.

The PSPP is required to include a procedure to be followed to inform workers of the nature and extent of risk from violence, including disclosure of information about the risk of violence from certain persons as well as to include actions to be taken to minimize or eliminate the risk of violence in the workplace.

The Regulations require training on workplace violence as follows:

- The means to recognize potentially violent situations;
- Procedures, work practices, administrative arrangements and engineering controls that have been developed to minimize or eliminate the risk to workers;
- The appropriate responses of workers to incidents of violence, including how to obtain assistance; and
- Procedures for reporting, investigating and documenting violent incidents.

Employees must be credited for time spent completing the training.

The PSPP must be reviewed and, if necessary, revised every 3 years or when there is a change of circumstances that may impact the health and safety of workers. The PSPP must be posted in a physical and/or electronic location that is easily accessible to all employees.

Application:

The TOWN’s violence policy applies to all persons involved in the operation of the TOWN and prohibits violence by any employee of the Town, including supervisors and co-workers, Council members, as well as by any person doing business with or for the Town.

If the alleged individual committing a violent act is a Council member, please also refer to the Town of Lumsden Code of Ethics Bylaw.

Violence Risk Assessment:

The Town shall conduct a risk assessment every three years that includes, but is not limited to, the following potentials risks:

- Previous incidents of violence in the workplace;
- Situations where employees interact with members of the public;
- Integrity of site security, equipment, and lighting;
- Effectiveness of emergency procedures;
- Procedures used in cash handling; and
- Procedures for releasing contact phone numbers, names and addresses of employees only to authorized individuals.

A workplace violence risk assessment of the above factors must be performed as often as necessary to protect workers and to provide a safe working environment.

When completed, the results of risk assessments must be provided to the Occupational Health and Safety Committee (Municipal Office matters) or the OH&S Representative (Public Works and Utilities matters). This reporting requirement also applies to any repeated risk assessments perform to assess and prevent workplace violence incidents.

The Occupational Health and Safety Committee and/or OH&S Representative shall review the risk assessment and approve the safeguards or control.

Violence Risk Reduction:

The Town will further take the following actions to minimize or eliminate the risk of violence in the workplace:

- Ensure employees have access to appropriate personal protective equipment;
- Review and update emergency procedures, site security, and applicable administrative processes;
- Upgrade site security equipment when required;
- Arrange for sufficient staff levels to carry out the work safely;
- Train and educate so that employees understand the risks and the controls which must be followed for preventing exposure and responding to workplace violence; and
- Monitor the effectiveness of control measures through safety inspections.
- Keep any documentation or records that may be necessary. Documentation may include detailing the process used to assess the risk, outlining any evaluations, detailing how conclusions were made, the results of the actions, etc.

The Town recognizes that the following positions are at increased risk of being exposed to a violent situation:

1. Public Works Superintendent; and
2. Public Works Lead.

The Town further recognizes that there is an increased risk that a violent situation may occur at the following worksites:

1. Any Public Works Worksite.

If any employee is at an increased risk of being subject to violence in the workplace, the TOWN will inform employees of the nature and extent of the risk from potential violence in writing, except if the disclosure is prohibited by law. The TOWN will disclose any information in its possession related to the

risk of violence from persons who have a history of violent behaviour and whom employees are likely to encounter in the course of their work.

Reporting Workplace Violence:

The Town encourages all employees to report any incidents of workplace violence immediately so that complaints can be quickly investigated.

If an employee believes they have been exposed to violence in the workplace, they should tell any supervisor with whom they feel comfortable or contact a member of the Occupational Health and Safety Committee or OH&S Representative, as soon as possible. If the member of the Occupational Health and Safety Committee or the OH&S Representative is the accused offender, then the written report may be submitted to Chief Administrative Officer. Employees may be asked to provide a written complaint, which should be specific and include, but not be limited to, the names of the individuals involved, the names of any witnesses, the date, time and location of the incident.

The Town will not retaliate against employees for filing a complaint and will not permit retaliation by management employees or co-workers.

Furthermore, no action will be taken against an employee who has made complaint in good faith which is found to be unsubstantiated. However, a complainant may be subject to disciplinary action where it is proven that the complaint is fraudulent or malicious.

Investigation:

Following the reporting of the incident by the employee, an investigation will be undertaken. The Town or their designate will investigate.

The Town will document incidents of alleged violence, the investigation and its outcome, which may include documenting who is involved, potential witnesses, and any other related documents.

In the event of an allegation of violence, the Town has full discretion to take whatever temporary interim measures that it deems appropriate to ensure the workplace remains a safe and productive environment and/or helps to facilitate an investigation into said violence including, but not limited to, removing an individual from the workplace.

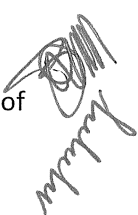
Confidentiality:

The Town will not disclose the name of a complainant or the respondent or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking corrective action with respect to the complaint, or as required by law.

In order to protect the safety of the complainant and other staff, the TOWN may place an employee on administrative leave if it is deemed necessary to protect employee safety.

Investigation Outcomes & Remedies:

Violence in the workplace may be grounds for disciplinary action up to and including termination of



employment for cause. If it is determined that workplace violence has occurred, appropriate and effective remedial action will be taken. Appropriate action may also be taken to deter any future incidents.

If the alleged perpetrator of violence is a Council member, please refer to the Town of Lumsden Code of Ethics Bylaw for the procedure to be followed and available sanctions.

The Town will advise the parties of the results of the investigation.

Medical Assistance:

In the event that an employee, as a result of a work-related violence, experiences injury or adverse symptoms, the employee is encouraged to consult the worker's physician for treatment or referral for post incident counselling. If an employee consults their physician for treatment or receives counselling that is related to the workplace violence, the Town shall credit the worker's attendance as time at work and ensure that the worker loses no pay or other benefits as a result of the workplace violence.

Training:

The Town is committed to providing a training program for employees that includes:

- the means to recognize potentially violent situations;
- procedures, work practices, administrative arrangements and engineering controls that have been developed to minimize or eliminate the risk to workers;
- the appropriate responses of workers to incidents of violence, including how to obtain assistance; and
- procedures for reporting violent incidents.

Access to Policy and Policy Review:

The policy statement and prevention plan will be made readily available to employees on the municipal website. A copy of the policy shall also be posted in the municipal shop and office.

This policy shall be reviewed, and revised if necessary, every three years or whenever there is a change in circumstances that may affect worker health and safety.



**TOWN OF LUMSDEN WORKPLACE
VIOLENCE POLICY & PREVENTION PLAN**

ACKNOWLEDGMENT & AGREEMENT - EMPLOYEE

I, _____, an employee of the Town of Lumsden, acknowledge that I have been provided with a copy of the Town of Lumsden Workplace Violence Policy & Prevention Plan (the "Policy") and have read and understood it and acknowledge that I will abide by the Policy. I understand that if I violate the rules set forth by this Policy, I may face disciplinary action up to and including termination of employment.

Date

Employee Signature

A handwritten signature in black ink, appearing to be "J. Lumsden" or similar, located in the bottom right corner of the page.

**TOWN OF LUMSDEN WORKPLACE
VIOLENCE POLICY & PREVENTION PLAN**

ACKNOWLEDGMENT & AGREEMENT – COUNCIL MEMBER

I, _____, a Council member of the Town of Lumsden, acknowledge that I have been provided with a copy of the Town of Lumsden Workplace Violence Policy & Prevention Plan (the "Policy") and have read and understood it and acknowledge that I will abide by the Policy. I understand that if I violate the rules set forth by this Policy, I may face disciplinary action or sanctions.

Date

Council Member Signature

A handwritten signature in black ink, appearing to read "M. Lumsden", is located in the bottom right corner of the page.

RiverPark Centre and Campground Cleaning and Custodial Services Agreement

THIS AGREEMENT made this 1 day of April, 2024.

BETWEEN:

TOWN OF LUMSDEN
PO Box 160
Lumsden, SK
S0G 3C0

a municipal corporation, (hereinafter referred to as "*the Town*")

OF THE FIRST PART

-AND-

Randy Bogdan (306 539 5400 randybogdan@sasktel.net)
PO Box 1037
Lumsden, SK
S0G 3C0

(hereinafter referred to as "*the Contractor*")

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

APPOINTMENT

1. The Town retains the Contractor to provide the services (herein called the "Services") described in Section 15 attached hereto and forming a part hereto.

CONTRACT TERM

2. The Term of the contract in respect of this agreement shall be commencing on the first day of April, 2024 and ending on the 31 day of October, 2024 or with 1 day notice if the COVID Crisis re-emerges and forces shutdown of the campground and all services.
3. The said Agreement may be cancelled by either party thereto by sixty (60) days written notice given to the other party thereto.



4. If any of the work or cleaning materials are not performed or supplied to the satisfaction of the Town, the Town may, by sixty (60) days written notice to the Contractor, cancel the said Agreement as of the date specified in such notice.

TERMINATION

5. Notwithstanding any other provision of this Agreement if the Contractor fails to comply with any provision of this agreement then, and in addition to any other remedy or remedies available to the Town, the Town may, at its option, immediately terminate this Agreement by giving written notice of termination to the Contractor.
6. This Agreement shall also be terminated by either party providing 60 days written notice to the other party, citing the date of termination and any other arrangements necessary to conclude the service.
7. If the option described in paragraph 5 is exercised or if either party terminates the Agreement as described in paragraph 6, the Town shall be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, for Services provided and expenses incurred to the date the termination is effective.
8. No provision of this Agreement and no breach by the Contractor of any such provision shall be deemed to have been waived unless such waiver is in writing signed by the Town.

PAYMENT

9. The Town shall pay to the contractor and the contractor shall accept as full payment:
 - \$2,400 per month, for the months of April to September inclusive, for providing the Services and for expenses incurred in connection therewith;
 - \$2,036 per month, for the month October for providing the Services and for expenses incurred in connection therewith;
 - \$100 per month, including any GST and PST that may be included, as a cell phone allowance for the months of April to October inclusive; and
 - \$200 per month, including any GST and PST that may be included, for a car allowance. This includes trips to/from RiverPark, the Lumsden Landfill, the City of Regina, etc. This amount will be payable during the months of May – September inclusive. Travel outside the term of May – September will be at the Contractor's expense.
10. It is assumed that 5% of the contracted work will be for cleaning the campground and facility. As such the Town will self-assess and remit to the Provincial Government PST on 5% of the value of work billed within this contract.
11. The Town shall pay the contract within a reasonable time after receiving an invoice from the contractor.



SCOPE OF WORK

12. The work described in these specifications is occupied at various times by the public. The work shall be executed with a minimum of disturbance to the users of the facility.
13. If additional duties are requested by the Town Official, the contractor will be compensated at a rate agreed upon by both parties.

FEE COLLECTION AND OTHER SERVICES

14. The work performed and the cleaning materials to be ordered will be to the satisfaction of the Town Official, and subject to the cleaning criteria specified below.

15. Daily Responsibilities

- a. Collect campground fees.
- b. Collect septic dump fees from non-campers.
- c. Walk through campground to collect fees from any outstanding camp fees.
- d. Ensure all site fees have been accounted for on form provided by Town.
- e. Drop off all collected fees, and collection form, at 300 James Street N (weekly).
- f. Inspect the RiverPark Centre, Laundry Room, provide general clean-up as necessary.
- g. Exterior inspections of buildings and Spray Pad, general clean up.
- h. Make minor repairs of an emergency nature and report action to the designated Town official.
- i. Report any and all incidents, problems or maintenance repairs required either to the buildings, heating systems, air conditioning, plumbing, electrical or water system to the designated Town official.
- j. In the event of a "break-in" to the premises, you are to immediately contact the designated Town official, and advise him/her what damage has been done.
- k. In the event of an unplanned fire of any nature on the property, immediately contact 911.
- l. Should any damage be noticed during the inspection or cleaning after an event, report the damage immediately. This includes damage to the building, contents, campground or park area. Should any damage be noticed outside of a rental event, immediately notify the designated Town official giving the details of the damage discovered.

INDEPENDENT CONTRACTOR

16. The Contractor shall be an independent contractor and not the servant, employee or agent of the Town. The Town will provide adequate workers' compensation insurance for the Contractor.
17. The Contractor shall not in any manner whatsoever commit or purport to commit the Town to the payment of any money to any person, firm or corporation.
18. The Town may from time to time, give such instruction to the Contractor as the Town considers necessary in connection with the provision of the Services but the Contractor shall not be subject to the control of the Town in respect to the manner in which such instructions are carried out.



19. All employees of the Contractor providing services under this Agreement will remain at all times the employees or agents of the Contractor and not of the Town. Such employees are not entitled to and will not receive any benefits, allowances or rights in any way associated with persons having the status of employees or functioning as employees of the Town.

REPORTS

20. The Contractor shall upon the request, from time to time, fully inform the Town of the work done and to be done by the Contractor in connection with the provision of the Services.

CONFIDENTIALITY

21. The Contractor will treat as confidential and shall not, without prior written consent of the Town, publish, release or disclose or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this agreement, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil their obligations under this agreement.

ASSIGNMENT AND SUB-CONTRACTING

22. Should the Contractor hereunder become ill or for any other reason becomes unable to perform the work, the Contractor will sub-contract a person on a short-term basis, not to exceed thirty (30) days to act in the contractor’s place at the contractors own expense.

23. The Contractor shall not assign, transfer, or sublet the whole or any part of this agreement, without the written consent of the Town.

24. No sub-contract entered into by the Contractor shall relieve the Contractor from any obligations under this Agreement or impose any obligations or liability upon The Town to any such sub- contractor.

CONFLICT

25. The Contractor shall not during the Term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Town, give rise to a conflict of interest between the obligations of the Contractor and Consultant to the Town under this Agreement and obligations of the Contractor to such other person, firm or corporation.

INDEMNITY

26. The Contractor shall indemnify and save harmless the Town from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Town may sustain, incur, suffer or be put to by reason of any act or omission of the Contractor or of any servant, agent or sub-contractor of the Contractor.



27. The Town will not defend or pay on behalf of the contractor any sums which the contractor shall become legally obligated to pay as damages, direct or consequential because of personal injury, including death at any time resulting therefrom.

NON-WAIVER

28. The written waiver by the Town of any breach of any provision of this Agreement by the Contractor shall not be deemed a waiver of such provision of any subsequent breach of the same or any other provision of this Agreement.

29. Notwithstanding any other provision of this Agreement, the payment of money by the Town to the Contractor pursuant to this Agreement is subject to meeting the minimum requirements as identified in Section 2

MISCELLANEOUS

30. The Contractor is required to get a Vulnerable Sector Criminal Record Check from the RCMP, if requested by the Town.

31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

32. The Schedules of this Agreement are an integral part of this Agreement as if set out in length in the body of this Agreement.

33. In this Agreement wherever the singular or masculine is used it shall be construed as if the plural or feminine or neuter, as the case may be, had been used where the context or the parties hereto so require.

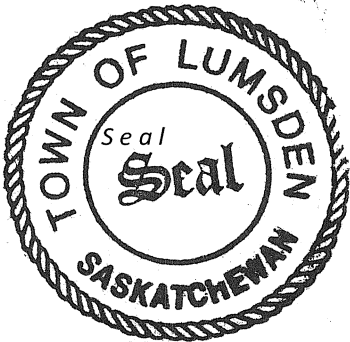
34. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

35. The Contractor is not entitled to receive any payment, compensation or benefit from the Town in addition to the above-mentioned monthly sum for any reason whatsoever including sick leave, vacation pay, or workers' compensation payments or benefits.

36. The Contractor understands that there shall be no unauthorized use of municipal equipment and/or supplies outside of the municipal buildings.



IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.



TOWN OF LUMSDEN

PER: [Signature]
Mayor

PER: [Signature]
Chief Administrative Officer

CONTRACTOR

PER: [Signature]
Randy Bogdan

PER: [Signature]
Witness (MYRNA WILLIAMS)

DATE: May 8, 2024

--- end ---