

Town of Lumsden

Meeting Minutes Regular Council Meeting February 6, 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, February 6, 2024 at 6:30 pm.

Present:

Mayor: Bryan Matheson

Councillors: Verne Barber, Jenelle Brennan, Ashlee Longmoore (via Zoom), Rhonda

Phillips (via Zoom), Byron Tumbach

Chief Administrative Officer: Monica M. Merkosky

Assistant CAO: Krystal Strong (Attended from 6:30 pm to 9:24 pm)

Director of Finance: Ryan Haresign (Attended via Zoom from 6:30 pm to 6:57 pm) Director of Planning and Development: Aimee Bryck (Attended via Zoom from 6:30

pm to 7:09 pm)

Public Works Superintendent: Jeff Carey (Attended from 6:30 pm to 6:45 pm)

Absent:

Councillor: Jim Rawlings

"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 Nation."

Resolution No.

Approval of Agenda

2024-039

Moved by: Councillor Barber Seconded by: Councillor Phillips

"That we approve the agenda as presented."

CARRIED

Declaration of Conflict of Interest

There were no Declarations of Conflict of Interest.

Resolution No.

Public Works Reports

2024-040

Moved by: Councillor Tumbach Seconded by: Councillor Brennan

"That the Utilities and Public Works report be accepted as presented."

CARRIED

Superintendent Jeff Carey, left for the remainder of the meeting at 6:45 pm.

Financial Reports

Resolution No.

Bank Reconciliations - December 2023

2024-041

Moved by: Councillor Longmoore Seconded by: Councillor Barber

"That we accept the Bank Reconciliations for the period ending December 31,

2023, as presented."

CARRIED

Account for Approval

Resolution No.

February 6, 2024 - List of Accounts

2024-042

Moved by: Councillor Brennan Seconded by: Councillor Phillips

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

CARRIED

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

pm.

Planning and Development Applications and Reports

Resolution No.

Development Application - 2023-035 - Proposed Bylaw Amendment - Secondary

2024-043

Suites - 220 Colbourne Street
Moved by: Councillor Tumbach
Seconded by: Councillor Longmoore

"That we accept the report for Development Application No. 2023-035, as

presented."

CARRIED

Director of Planning and Development, Aimee Bryck left for the remainder of the

meeting at 7:09 pm.

Adoption of Minutes

Resolution No.

January 23, 2024 - Regular Council Meeting

2024-044

Moved by: Councillor Phillips Seconded by: Councillor Brennan

"That the minutes of the January 23, 2024 - Regular Council Meeting be

approved, as circulated."

CARRIED

Resolution No.

January 25, 2024 - Joint Administration Committee Meeting

2024-045

Moved by: Councillor Barber Seconded by: Councillor Brennan

"That the minutes of the January 25, 2024 - Joint Administration Committee

Meeting be approved, as circulated."

CARRIED

Resolution No.

January 25, 2024 - Group I Committee Meeting

2024-046

Moved by: Councillor Longmoore Seconded by: Councillor Tumbach

"That the minutes of the January 25, 2024 - Group I Committee Meeting be

approved, as circulated."

CARRIED

Committee Reports

Resolution No.

Minimum Fire Standards - Lumsden Fire Department

2024-047

Moved by: Councillor Barber Seconded by: Councillor Tumbach

"That we agree with the recommendation of the Joint Administration

Committee to, at this time, opt out of the Fire Service Minimum Standards of the Saskatchewan Public Safety Agency (SPSA), pursuant to Section 17 of The Fire Safety Act, with respect to the Lumsden & District Fire Department as there is no clear benefit to participating in the program."

CARRIED

Resolution No.

Fire Hall Expansion

2024-048

Moved by: Councillor Brennan Seconded by: Councillor Barber

"That we agree with the recommendation of the Joint Administration

Committee to suggest that the Town of Lumsden (the authority having jurisdiction) exempt the proposed Fire Hall addition from being constructed to a "post-disaster building" specification as per Section 1.4.1.2 of Part 4 of the National Building

Code of Canada 2020 Volume 1."

CARRIED

2024-049 Moved by: Councillor Barber

Seconded by: Councillor Phillips

"That we agree with the recommendation of the Joint Administration Committee to approve an advertising campaign to fill a Deputy Emergency

Management Organization (EMO) Coordinator position."

CARRIED

Resolution No.

2024-050

Lumsden Municipal Office
Moved by: Councillor Tumbach

Seconded by: Councillor Phillips

"That we agree with the recommendation of the Joint Administration Committee to approve an engineering study to determine if adding a second level to the Lumsden Municipal Office is feasible; and further, that the cost be shared by each municipality and funded by their respective reserves."

CARRIED

Resolution No.

Joint Administration Committee Meeting Report

2024-051 Moved by: Councillor Brennan

Seconded by: Councillor Barber

"That the Joint Administration Committee Report be accepted as presented verbally by Councillors Brennan and Barber."

CARRIED

Resolution No.

Group I Committee Meeting Report

2024-052 Moved by: Councillor Barber

Seconded by: Councillor Longmoore

"That the Group I Committee Report be accepted as presented by Councillor Longmoore." CARRIED

Resolution No.

Fafard Bench Project

2024-053 Moved by: Councillor Tumbach

Seconded by: Councillor Longmoore

"That we recommend the Group I Committee further review the 'Joe Fafard Bench Project', being a bench with a bronze-cast statue, in recognition of the artistic contributions of the late, Joe Fafard."

CARRIED

Resolution No.

Policing Costs - Letter to Minister Merriman

2024-054 **Moved by:** Councillor Tumbach

Seconded by: Councillor Barber

"That we write to Minister Merriman requesting a meeting to discuss the funding

strategy for future policing costs; and

that Administration present a draft letter at our next regular meeting for review."

CARRIED

Resolution No.

Appreciation for Lumsden Sports Centre

2024-055 **Moved by:** Councillor Tumbach

Seconded by: Councillor Brennan

"That we agree with the recommendation of the Group I Committee to approve a letter of appreciation for members of the board, staff and volunteers who make the Lumsden Sports Centre a huge success for this community."

CARRIED

Resolution No.

Land Use Agreement - Lumsden Historical Society Inc. (Museum)

2024-056 **N**

Moved by: Councillor Barber

Seconded by: Councillor Longmoore

"That we agree with the recommendation of the Group I Committee to approve a Land Use Agreement with the Lumsden Historical Society Inc. (Museum), as per Schedule "B"."

CARRIED

Resolution No.

Communications

2024-057

Moved by: Councillor Barber Seconded by: Councillor Brennan

"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 Heritage Home - December 18, 2023 Minutes
b. Lumsden and District Heritage Home - February 2024 Newsletter

c. Lumsden and District Heritage Home - Governance Restructuring

d. Lumsden RCMP Community Policing Report - November & December 2023

e. ATAP - 2024 Spring Training

f. Maureen Jickling, Barrister & Solicitor - Thank you."

CARRIED

Reports of Administration

Resolution No.

Council Update

2024-058

Moved by: Councillor Tumbach Seconded by: Councillor Longmoore

"That the report of the Chief Administrative Officer be accepted as presented."

CARRIED

Appointments

Resolution No.

Development Officer Appointment - Denise Donahue

2024-059

Moved by: Councillor Longmoore Seconded by: Councillor Brennan

"That we appoint Planner, Denise Donahue, as a Development Officer effective January 1, 2024."

New Business

Resolution No.

Election Official Remuneration Moved by: Councillor Barber

Seconded by: Councillor Tumbach

"That we authorize Administration to prepare a policy regarding election official remuneration." CARRIED

Resolution No.

RiverPark Rental Concession Request - Hillside Smoke 'n Que

2024-061

2024-060

Moved by: Councillor Brennan Seconded by: Councillor Barber

"That we support the 'Smoke N The Valley' BBQ event, to be held September 20-22, 2024 in RiverPark by providing two ball diamonds free of charge as well as reducing the overflow camping rate by 50%."

CARRIED

Resolution No.

Three Way Stop Request
Moved by: Councillor Barber

2024-062 Moved by:

Seconded by: Councillor Tumbach

"That we respond to a suggestion to install a three-way stop at the intersection of James Street and Third Avenue by informing that the speed limit in that area was reduced from 40km to 30km and at this time a three-way stop is not being considered."

CARRIED

Resolution No.

Property Tax Penalty

2024-063

Moved by: Councillor Tumbach Seconded by: Councillor Barber

"That we deny a request, made by the owner of Lot 21, Plan I1319, for a reduction of the 10% property tax penalty applied January 1, 2024 in accordance with Bylaw 17-2012."

Resolution No.

The 56th Annual State of the City Address with Mayor Sandra Masters - 2024

2024-064

Sponsorship Package

Moved by: Councillor Brennan Seconded by: Councillor Longmoore

"That we authorize the purchase of one (1) ticket to "The 56th Annual State of the City Address with Mayor Sandra Masters", held in Regina on March 7, 2024, at a cost of \$60.00, and

cost of \$60.00, and;

That we authorize Mayor Bryan Matheson to attend, with expenses to be

reimbursed by the municipality."

CARRIED

Resolution No.

Royal Canadian Air Force Participation at the Scarecrow Festival

2024-065

Moved by: Councillor Tumbach Seconded by: Councillor Brennan

February 6, 2024 - Regular

"That the Town of Lumsden is supportive of a flyby by RCAF Aircraft, as low as 500 feet, for the planned Scarecrow Festival being held in Lumsden on September 28, 2024."

Resolution No. Fidelity Bond

2024-066 **Moved by:** Councillor Barber

Seconded by: Councillor Longmoore

"That, in accordance with Section 113 of *The Municipalities Act*, we accept the proof of Fidelity Bond, as presented by CAO Monica Merkosky." **CARRIED**

Bylaws

Resolution No.

Bylaw No. 2024-02 - Zoning Bylaw Amendment - 1st Reading

2024-067

Moved by: Councillor Tumbach Seconded by: Councillor Phillips

"That Bylaw No. 2024-02, being a bylaw to amend the Zoning Bylaw, be read a first time."

CARRIED

Resolution No.

Closed Session - Employee Related Matters

2024-068

Moved by: Councillor Longmoore Seconded by: Councillor Phillips

"That we move into Closed Session at 9:24 pm for the purpose of discussing employee-related matters as allowed pursuant to Section 120 of *The Municipalities Act* (LAFOIP S. 6(1)(b)), with the Chief Administrative Officer to be included in the session."

Assistant Chief Administrative Officer, Krystal Strong, left for the remainder of the meeting at 9:24 pm.

Rise from Closed Session

At 9:43 pm, Council left the Closed Session and returned to the open meeting.

Resolution No.

Social Media Policy

2024-069

Moved by: Councillor Longmoore Seconded by: Councillor Brennan

"That we agree with the recommendation of the Joint Administration Committee and approve the Social Media Policy, attached as Schedule "C"." CARRIED

Resolution No.

Human Resource Policy Amendment

2024-070

Moved by: Councillor Barber Seconded by: Councillor Tumbach

"That we agree with the recommendation of the Joint Administration Committee and approve the following amendments to the Human Resource Policy Manual:

<u>Group One Offences (minor)</u> - Add: *Viewing or participating on social media,*

when not authorized to do so, during work hours (excluding breaks).

<u>Group Three Offences (major)</u> - Add: "Engaging on social media in a manner defined as 'Inappropriate Use' within the Social Media Policy." **CARRIED**

Resolution No.

<u>Adjournment</u>

2024-071

Moved by: Councillor Phillips

"That we adjourn the meeting at 9:44 pm."

CARRIED

Town of Lumsden Payment Register Batch: 2024-00020 to 2024-00029

Report Date 2024-02-08 8:19 AM

Bank Code: ConexusGen - Conexus - General Town Account

Payment #	Vendor	Date	Amount
Computer Cheque			
191	All Saints Anglican Church	2024-02-07	50.00
192	Cheney, Jennifer	2024-02-07	26.00
193	Cottrell, Brenda Lee	2024-02-07	200.00
	Issued to: B. Cottell		
194	Hardcore Fleet Service Inc	2024-02-07	7,019.26
195	Heart & Stroke Foundation of Canada	2024-02-07	50.00
196	Horizon Computer Solutions Inc	2024-02-07	2,830.50
197	Lumsden Fire Department	2024-02-07	6,930.00
198	S.A.M.A	2024-02-07	20,268.00
199	Saskatchewan Polytechnic Campu	2024-02-07	200.00
200	Saskatchewan Trails Associatio	2024-02-07	500.00
201	Spartan Controls Ltd	2024-02-07	539.70
202	SUMA	2024-02-07	252.00
203	TRK Transport & Recovery	2024-02-07	303.98
204	Vic's Excavating Ltd.	2024-02-07	85,758.60
205	Wolf, Colleen	2024-02-07	52.00
206	WYL Construction	2024-02-07	3,219.00
207	Prairie Heart Mobility	2024-02-07	10,028.02
	Total for Co	omputer Cheque:	138,227.06
EFT			
595	Ashurst, Scott	2024-01-31	30.00
596	Buhay, Joshua	2024-01-31	30.00
597	Danyliw, Cory	2024-01-31	30.00
598	McElroy, Gina	2024-01-31	2,234.94
599	Strickland, Kelly	2024-01-31	30.00
600	Whitteron, Lance	2024-01-31	30.00
601	EMSCO Equipment Maintenance & S Original Pymt Jan 23/24 Re-issued Via EFT Chq Never Received by Vendor to Avoid Late Payment Fee	2024-02-01	5,085.00
602	Air Liquide Canada Inc	2024-02-07	106.16
603	Assoc Enviro	2024-02-07	19,082.31
604	Badger Daylighting LP	2024-02-07	3,537.17
605	Bolt Supply House Ltd., The	2024-02-07	9.68
606	Braun Kaitlin	2024-02-07	52.00
607	Brandt Tractor Ltd.	2024-02-07	80.53
608	Capital Ford Lincoln Inc.	2024-02-07	104.13
609	Cleartech Industries Inc.	2024-02-07	1,627.91
610	Exner, Chris. F	2024-02-07	50.89
611	Grainger Canada	2024-02-07	183.64
612	Hach Sales & Service Canada Lt	2024-02-07	670.44
613	Iconix Waterworks LP	2024-02-07	1,334.22
614	Japp, Maryn	2024-02-07	26.00
615	KF Aggregates Recycling	2024-02-07	3,943.50
616	Last Mountain Times Ltd	2024-02-07	690.06
617	Lumsden Sports Centre	2024-02-07	7,074.94
618	McElroy, Gina	2024-02-07	55.49
619	MuniSoft	2024-02-07	1,204.35
620	Nelson Granite Limited	2024-02-07	635.25
621	Saskatchewan Health Authority	2024-02-07	609.75
622	Stelter, Allison B	2024-02-07	78.00
623	Stockdales Electric Motor Corp	2024-02-07	160.95



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Report Date 2024-02-08 8:19 AM

Town of Lumsden Payment Register Batch: 2024-00020 to 2024-00029

Payment#	Vendor	Date	Amount
624	TAXervice	2024-02-07	430.50
625	Toshiba Tec Canada Business So	I. In 2024-02-07	407.15
626	Warner Truck Industries Ltd	2024-02-07	483.74
627	Westside Refrigeration Inc	2024-02-07	2,225.55
628	Wood, Tylor	2024-02-07	380.10
629	Xylem Canada Company	2024-02-07	718.17
630	Graham's Tire Service Ltd.	2024-02-07	73.26
		Total for EFT:	53,505.78
Online Banking			
0123	MEPP	2024-02-02	10,683.54
0124	Minister of Finance PST	2024-02-02	5,604.17
0125	SUMA - Group Ins Premiums	2024-02-02	10,515.19
0126	SaskTel	2024-02-02	1,256.65
0127	SaskTel - Acct 9711865-1	2024-02-02	488.68
0128	SaskTel Mobility Cellular	2024-02-02	541.38
0129	Receiver General (Acct #1)	2024-02-09	22,566.17
0130	Receiver General (Acct #2)	2024-02-09	17.69
	To	otal for Online Banking:	51,673.47
		Total for ConexusGen:	243,406.31

Payments Printed: 61



LAND USE AGREEMENT

THIS AGREEMENT dated this	day of	, 2024.
BETWEEN:		

The TOWN OF LUMSDEN
P.O. Box 160
Lumsden, SK
SOG 3C0
(a municipal corporation, hereinafter referred to as the "Town")

-and-

The LUMSDEN HISTORICAL SOCIETY INC.
P.O. Box 91
Lumsden, SK
SOG 3C0
(hereinafter referred to as "Society")

WHEREAS the Town and the Society are mutually interested in continuing an arrangement for the development and operation of a museum complex including the leasing thereof;

WHEREAS the previous agreement expired on December 31, 2021;

WHEREAS the Town owns the land described as:

Lot 8, Block B, Plan No. 86R06591

AND WHEREAS the Society owns the structures located on:

Lot 8, Block B, Plan No. 86R06591

NOW THEREFORE in consideration of the premises and of the covenants, rents and agreements hereinafter reserved and performed, the Town hereby leases to the Society all that area of Lot 8, Block B, Plan No. 86R06591 as shown outlined in red on the attached plan marked as Exhibit "A" to this agreement, for use and occupation as a museum facility and for no other purpose, for another term of 10 years commencing January 1, 2022 (expires December 31, 2031).



1. The Society covenants and agrees to the following:

(a) Rent:

To pay to the Town the sum of One Dollar (\$1.00) due payable on every January 1st during the term of this agreement.

(b) <u>Use of the Museum:</u>

The museum complex shall be available to the public for cultural purposes upon payment of reasonable membership fees or by donation, whichever type of fee is applicable.

(c) Accounting:

To keep such books and records of its operation as the auditor of the Town may require and to always allow the auditor of the Town and/or a representative of the Town to inspect the said books and records.

(d) <u>Garbage:</u>

To place all garbage in suitable containers and in a manner acceptable and approved by the Town.

(e) <u>Assigning and Subletting:</u>

Not to assign or sublet all or any portion of the museum complex without the Town's consent, and such consent may, notwithstanding any provision of the Landlord and Tenant Act of the Province of Saskatchewan, be arbitrarily refused by the Town in its sole and absolute discretion.

(f) <u>Caretaker and Managerial Staff:</u>

The Society shall be responsible manage, caretake and maintain the museum complex throughout the term of this agreement. See 2.(d) for Town's commitment.

(g) Insurance:

If the Museum desires to further insure any stock, equipment, artifacts, facilities, or property for more value than listed on Exhibit "B", the Society may purchase a separate policy at its expense or negotiate with the Town to increase the coverage listed on Exhibit "B".

(h) <u>Repair and Maintenance:</u>

The Society shall keep the museum complex, including outside exits in a good state of repair:

- To conduct all the cleaning and groundskeeping of the premises to a high level of cleanliness and neat appearance. The Town or its designate is the sole judge as to the sufficiency of cleanliness and neatness of appearance of the premises and any equipment therein, with power of such representative to require the Society to improve its standard of cleanliness.
- To leave the facility and equipment at the expiration of the term of this lease, in a tidy condition. The Society shall replace or fully repair to the satisfaction of the Town all or any part of the museum complex broken or damaged during the term of this lease provided that reasonable wear and tear damage by fire, lightning, and tempest shall not be the responsibility of the Society.

(i) <u>Utilities:</u>

The Society shall supply lights, heat, and power at its cost for the usage of same at the museum complex.

(j) Aesthetics:

The Society agrees to maintain the area in a parklike landscape including the use of non-controversial colourations and materials. Any outside displays will be given appropriate security which will not be visually offensive.

(k) <u>Management of Agreement:</u>

The Community Coordinator and/or Town Council representative to attend monthly Society meetings.

The Society agrees to present the Society's annual financial statement to the Town.

2. The Town covenants with the Society as follows:

(a) Water, Sewer Services and Municipal Taxes:

To supply water and sewer services at no cost to the Society and forgive or pay all municipal taxes and local improvement taxes that may be payable.

(b) <u>Insurance:</u>

To cover direct physical loss or damage to the museum complex at the value as outlined in Exhibit "B" and the Town will absorb the premium cost for said policy.

As per Bylaw 10-2017, attached as Exhibit "C", the Town's insurance policy includes public liability insurance for the Society.

(c) Access Road:

To maintain the access road to the site.

(d) <u>Caretaker Staff Support:</u>

To hire and provide, at the Town's expense, a maintenance person for 20 hours per week for the months of July and August each year.

3. Provisos are provided, and it is hereby agreed between the parties hereto as follows:

(a) <u>Termination for Breach:</u>

Any breach or default of any of the covenants and agreements herein contained or any failure on the part of the Society to perform in a manner satisfactory to the Town shall result in the immediate termination of this lease.

(b) The Town shall not be liable to the Society for any loss or damage occasioned by fire to or burglary of any artifact, stock, or equipment of the Society in, upon or about the museum complex.

TOWN -DATA\Word 7.0\Agreements & Contracts\Lease Agreements\Land Lease\Museum\2022 01 01 Lumsden Historical Society Land Agreement.docx

(c) Proviso for re-entry:

The Town may re-enter the premises on non-performance of any of the covenants herein contained.

(d) Over-holding:

If the Society remains in possession of the museum complex after the expiration of the terms herein, it shall be deemed to be a tenant at the will of the Town.

- (e) The Town shall not be liable to the Society for any damages, income or economic loss resulting from any inability to utilize the premises resulting from damage by fire, interruption of mechanical or electrical services or supply or otherwise arising provided however that the repairs or replacement as may be necessary will proceed within a reasonable and expeditious manner to permit utilization of the premises as soon as reasonably possible.
- (f) In the event that the Society should wind-up or otherwise terminate or cease its operations or corporate existence, the Society shall give the Town one month's notice thereof and thereafter this Lease shall immediately terminate notwithstanding any unexpired term thereof.
- (g) In the event of partial or total destruction by fire or other casualty of the museum complex, such as shall render the leased premises unusable, the Town shall proceed to restore or rebuild the premises in its absolute discretion. In the case of a total destruction to mean such damage or destruction that in the opinion of an architect the leased premises cannot be reasonably rebuilt or repaired within a three-month period of time (from the time of such destruction or damage) this lease shall immediately terminate and be of no further force or effect. Nothing in this lease shall be construed as compelling or requiring the Town to rebuild or repair the museum complex in the event of any such loss and the decision in respect to the same and when the same shall be proceeded with if at all, shall be in the absolute discretion of the Town.
- (h) Neither party shall alter, add to, or in any significant way vary the museum complex without first having obtained the consent of the other party.
- (i) It is mutually agreed that the parties shall meet annually to discuss short and long term maintenance of the museum complex and the funding strategy for same.
- 4. This Lease and everything herein contained shall endure to the benefit of and be binding upon the parties, their successors and assigns respectively.
- 5. This Lease may be amended in whole or in part by written mutual consent of both parties.



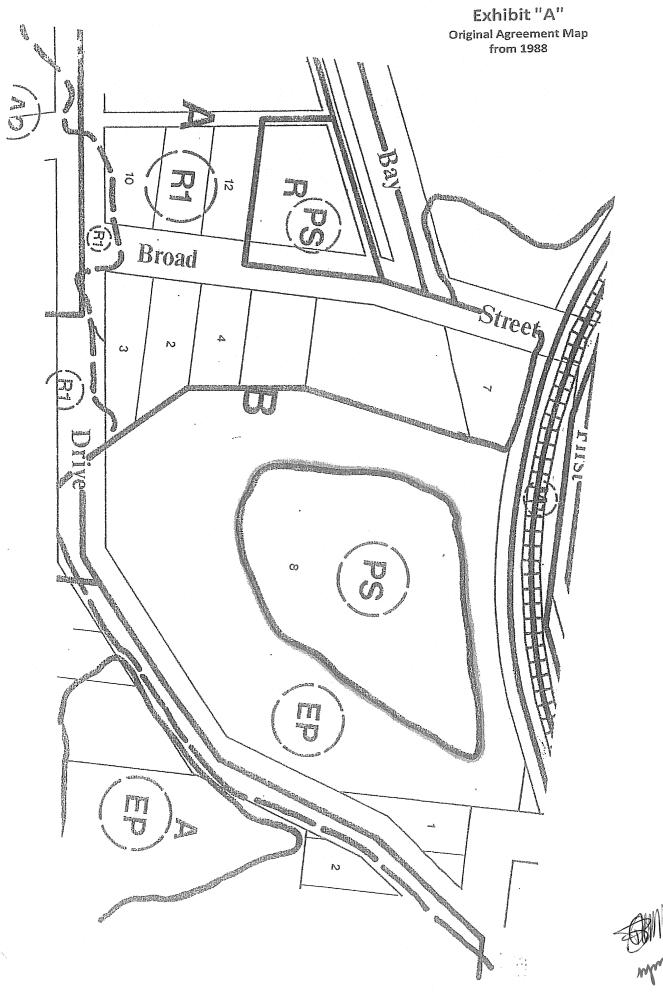
, 2024	of its proper officers in that regard this day of 1.
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	Chief Administrative Officer
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2023 Land Use Agreement Exhibit "A"







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Exhibit "B"

2023 Museum Property Insurance

Loc#	Facility Name	Basis of Settlement	Buildings	Contents	Total Premium	Premium with PST
10	Kedleston Middle School	ACV	\$97,600	N/A	\$251	\$266
11	Tregarva Hall Museum	ACV	\$80,700	N/A	\$208	\$220
12	The Robinson Storage Building Museum	ACV	\$88,000	\$21,500	\$282	\$299
13	Public Washroom, Museum, Office, Workshop & Storage Building	ACV	\$125,200	16,900	\$366	\$388
14	Storage Building Museum/Log house	ACV	\$27,600	N/A	\$71	\$75
15	Livery Stable Museum	ACV	\$16,100	N/A	\$41	\$44
16	Blacksmith Building Museum	ACV	\$10,800	N/A	\$28	\$29
17	Display Building Museum	ACV	\$15,300	\$500	\$41	\$43
18	House Museum	RC	\$201,500	N/A	\$519	\$550
19	Church Museum	RC	\$152,400	N/A	\$392	\$416
20	Cold Storage Museum	ACV	\$10,200	N/A	\$26	\$28
21	Cook's Shed Museum	ACV	\$3,900	N/A	\$10	\$11

RC = Replacement Cost ACV = Actual Cash Value



TOWN OF LUMSDEN

Bylaw No. 10-2017

A Bylaw to establish Committees of the Town of Lumsden

WHEREAS it is deemed expedient and in the public interest to establish Council Committees to support and facilitate the achievement of the Town of Lumsden's vision and goals, and to advise Council on matters relevant to the committee mandates.

NOW THEREFORE the Council of the Town of Lumsden, in the Province of Saskatchewan, enacts as follows:

1. SHORT TITLE

a) This Bylaw may be cited as the "The Boards and Committees Bylaw".

2. DEFINITIONS

- a) "Committee" means a Committee established by Council pursuant to this bylaw, which Committee may consist of a combination of Councillors and Members at Large or entirely of Members at Large;
- b) "Council" means the Council of the Town of Lumsden;
- c) "Ex-Officio" means membership by virtue of one's office. Ex-officio members form part of the quorum only when present at committee meetings, and when present, they shall vote;
- d) "Member At Large" means a member of the public appointed by Council to a Committee pursuant to this Bylaw;
- e) "Terms of Reference" means those terms pertinent to the establishment and mandate of an individual committee and which are in addition to or beyond the parameters of this Bylaw;
- f) "Town" means the Town of Lumsden.

3. ESTABLISHMENT

- a) Council hereby establishes those committees as set out in Schedule "A" attached to and forming part of this Bylaw.
- b) Each committee is deemed to be a Committee of Council and shall be responsible and accountable to Council.
- c) Committee Terms of Reference are to be reviewed on an annual basis to ensure that they reflect the current mandate of the committee with respect to the responsibility conferred upon the committee by Council.
- d) Each committee shall submit to Council for ratification, on an annual basis, a list of its members and executive members.

4. POWERS OF COMMITTEES

- a) A committee shall have the authority to form ad hoc committees and task forces from among its members, to assist it in carrying out its objectives and responsibilities under this Bylaw.
- b) Ad hoc committees and task forces established by a committee shall report to the committee in a manner determined by the committee.
- c) A committee may adopt rules, consistent with the provisions of The Municipalities Act or of this Bylaw, governing its conduct and procedures and may vary such rules from time to time by a vote of a majority of all the members of the committee.
- d) A committee shall not have the power to pledge the credit of the Town, to pass bylaws or to enter into any contractual agreements that extend to the Town, without the Town's written express consent.

5. DUTIES OF COMMITTEES

a) The Committees shall act in an advisory capacity to Council in all matters pertaining to that Committee's mandate and terms of reference, and to cooperate

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Town of Lumsden

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with other governmental agencies and civic groups in the advancement of sound planning and programming.

- b) The Committees shall formulate policies on matters pertaining to that Committee's mandate and terms of reference.
- c) The Committees shall make periodic assessment of services that exist or may be needed pertaining to that Committee's mandate and terms of reference.

REPORTING TO COUNCIL 6.

- a) All committees of Council shall provide Council with an Annual Activity Report each year, in writing, for the activities of the previous year in the format as set out in Schedule "B" attached to and forming part of this Bylaw.
- Councillors appointed to a Committee by Council shall be responsible to keep Council informed as to Committee activities.

7. LIABILITY INSURANCE

a) All Committees shall be listed as Additional Insureds under the Town's liability insurance policy pursuant to the committee's duties performed for the Town under this Bylaw.

8. INDEMNIFICATION OF TOWN

a) The Town shall assume the defense of and save harmless the committee from and against all claims, damages, costs, expenses, actions and suits caused by, or arising out of, or in connection with, whether directly or indirectly, the carrying out of the committee's duties; or by reason of matter or thing done, permitted or omitted to be done by the Town, its agents, or employees and whether occasioned by the negligence of the Town, its agents, employees or otherwise.

SPECIAL EVENTS

a) The committees shall obtain Special Events Insurance for any activity that is not in the normal operation of their responsibility.

10. EFFECTIVE DATE

a) This Bylaw shall come into force and take effect upon third reading thereof.

Read a first time on this

Read a second time on this

15th day of <u>August, 2017</u>. 12th day of <u>September, 2017</u>.

Read a third time and adopted this

12th day of September, 2017

Patche

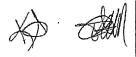
Certified to be a true copy of Bylaw No.10-2017 adopted by the Council of the Town of Lumsden on the 12 day of September 2017

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SCHEDULE "A"

List of Boards or Committees:

- 1. Lumsden Historical Society
- 2. Lumsden Local Library Board
- 3. Lumsden Sports Centre
- 4. Lumsden Curling Club
- 5. Lumsden Cemetery Committee
- 6. Lumsden and District Dew Drop In Centre
- 7. Lumsden & District Arts Council
- 8. Qu'Appelle Valley Nordic Ski Club Facility Committee
- 9. Scarecrow Festival



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SCHEDULE "B"

Committee Annual Report

Committee Name:	-	 · // www.dronwara.im.auma.auma.auma.auma.auma.auma.auma.	 - 4	
An overview of the activities of the committee during the previous year				
Intended direction or projects for the upcoming year				
Recommended revisions, as necessary, to their terms of reference.				

Please complete this form by January $31^{\rm st}$ annually and submit it to the Town of Lumsden.

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TOWN OF LUMSDEN



The RM of Lumsden is suggesting the

3 highlighted amendments below.

Title:

Social Media Policy

Effective:

February 7, 2024

Amended:

Purpose:

The intent of this policy is to provide all Town of Lumsden employees with guidelines regarding the appropriate use of the municipality's social media accounts as well as expected behaviour when participating on social media in a personal capacity.

This policy is not intended to interfere with the private lives of staff or impinge their right to freedom of speech. This policy is designed to ensure that the municipality's image and branding are maintained in an impeccable state.

Definitions:

Inappropriate Use

- Posting discriminatory statements, images or sexual innuendos regarding co-workers, management, customers, vendors, etc.
- Posting defamatory statements or images regarding the municipality, its employees, customers, vendors, etc.
- Speaking on behalf of the municipality without authorization to do so.
- Posting an image without permission to do so.
- Posting proprietary and confidential municipal information.

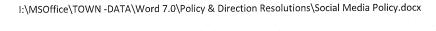
Municipality – Town of Lumsden

<u>Social Media</u> – Websites and applications that enable users to create and share content or to participate in social networking (including Facebook, Twitter (X), LinkedIn, Instagram, TikTok, Snapchat, Municipal Website; this list is not exhaustive and it is understood that social media platforms will change frequently.)

Guiding Principles:

- Discussion of Town of Lumsden business <u>must not occur on personal pages</u>, <u>unless your Manager has given prior approval</u>.
- The Chief Administrative Officer is authorized to determine if the municipality should respond to online criticism.
- Many employees are highly visible in the community and should be aware that personal posts
 may impact them professionally, personally and/or the municipality. Employees who identify
 themselves as such, must also post a statement that the employee's views are personal and do
 not represent the municipality.







- Employees who participate in inappropriate use of social media and/or online communication including those made outside of working hours may be subject to disciplinary action including termination of employment as stated in the municipality's Human Resource Policy.
- When staff are utilizing the municipality's social media platforms, there is a duty to be wellresearched and to ensure that statements are accurate. Staff must remember that they are public servants, and as such, should seek to serve the public to the best of their ability.

Policy:

Social Media (Personal Use)

- 1. Employees should realize that their social media posts may be attributed to the municipality, making it critical that they conduct themselves professionally on social media, while both on and off duty.
- 2. Resist the temptation to react. Employees who come across comments that are disparaging to the municipality or who see third parties trying to spark negative conversations, shall pass the link along to their Manager for consideration of an appropriate response, if any.
- 3. Employees shall not comment or engage in debate regarding municipal business without prior approval from their Manager.
- 4. Employees are prohibited from using social media during regular working hours, with the exception of official breaks. The use of social media should not have a negative impact on user productivity or efficiency.
- 5. It is strictly prohibited to use municipal computer resources to access social media for personal use.

Social Media (Business Use)

- 1. Only employees authorized by the Chief Administrative Officer are permitted to post on the municipality's social media platforms.
- 2. Always adopt a positive attitude when responding to comments on the municipality's social media.
- 3. Social media is not a substitute for customer service. Employees are required to refer customers to the appropriate department instead of handling inquiries entirely through social media.
- 4. Resist the temptation to react. Employees who come across comments that are disparaging to the municipality or who see third parties trying to spark negative conversations, shall pass the link along to their Manager for consideration of an appropriate response, if any.
- 5. Employees shall not comment or engage in debate regarding municipal business without prior approval from their Manager.
- 6. Abusive conduct, inappropriate language or statements of an inappropriate nature from a member of the public, on the municipality's social media accounts, is unacceptable and may be removed at the Chief Administrative Officer's discretion.

<u>Declaration of Understanding:</u>

I have read the municipality's Social Media Policy and understand the expectations of my employer with respect to my conduct on Social Media. I further understand the potential consequences of my failure to comply with said policy.

 Signature	Printed Name	Date	
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