Town of Lumsden
Meeting Minutes
Regular Council Meeting April 7, 2026 - 6:30 PM

Call to Order

The Lumsden Town Council convened their Regular Meeting in the Council Chambers of the Municipal Office, and via electronic means (Zoom), on Tuesday, April 7, 2026 at 6:30 pm.

Present:
Mayor: Verne Barber
Councillors: Anne Gibbons, Trevor Haubrich, Wes Holobetz, Ryan Schindelka, Adam Tropin
Chief Administrative Officer: Monica M. Merkosky
Assistant Chief Administrative Officer: Krystal Strong (Attended via Zoom)
Director of Finance: Ryan Haresign (Attended via Zoom from 6:30 pm to 6:55 pm)
Public Works Superintendent: Jeff Carey (Attended from 6:30 pm to 6:37 pm)

Absent:
Councillor: (*one Council position is vacant*)
Youth Member: Reid Parker
Director of Planning and Development: *Position Vacant*

"We are honoured to acknowledge that we are gathered today on Treaty 4 territory, the traditional lands of the Cree, Saulteaux, Dakota, Nakota, Lakota, and on the homeland of the Métis. The Town of Lumsden recognizes the harms of the past and is committed to working together in the spirit of cooperation and reconciliation."

Resolution No. 2026-111

Additions to Agenda
Moved by: Councillor Tropin
Seconded by: Councillor Haubrich

"That we agree to add the following items to the agenda:
- 5.2 - 2026 Paving Contract
- 18.4 - RiverPark Concession Agreement."

CARRIED

Resolution No. 2026-112

Approval of Agenda
Moved by: Councillor Holobetz
Seconded by: Councillor Gibbons

"That we approve the agenda as amended."

CARRIED

Declaration of Conflict of Interest

There were no Declarations of Conflict of Interest.

Resolution No. 2026-113

Public Works Reports
Moved by: Councillor Holobetz
Seconded by: Councillor Haubrich

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

CARRIED

Household Hazardous Waste Collection Day

Resolution No. 2026-114

Moved by: Councillor Tropin
Seconded by: Councillor Schindelka

"That we agree to host a household hazardous waste collection day at the Public Works Shop on Friday, May 22, 2026, and enter into an agreement with Product Care Association of Canada to manage the collection program." **CARRIED**

Resolution No. 2026-115

2026 Paving Contract
Moved by: Councillor Haubrich
Seconded by: Councillor Holobetz

"That we award the tender for the 2026 Road Rehabilitation Project to ASL Paving Ltd. in the amount of $1,982,275.25 (plus taxes); and further, that the Superintendent recommend locations for additional works, if it appears that the project will be under budget." **CARRIED**

Superintendent Jeff Carey, left for the remainder of the meeting at 6:37 pm

Financial Reports

Resolution No. 2026-116

Bank Reconciliations - March 31, 2026
Moved by: Councillor Schindelka
Seconded by: Councillor Tropin

"That we accept the Bank Reconciliations for the period ending March 31, 2026, as presented." **CARRIED**

Account for Approval

Resolution No. 2026-117

List of Accounts
Moved by: Councillor Gibbons
Seconded by: Councillor Schindelka

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

Resolution No. 2026-118

Accept Financial Reports
Moved by: Councillor Holobetz
Seconded by: Councillor Schindelka

"That the reports of the Director of Finance be accepted as presented." **CARRIED**

Adoption of Minutes

Resolution No. 2026-119

March 24, 2026 - Regular Council Meeting
Moved by: Councillor Haubrich
Seconded by: Councillor Holobetz

"That the minutes of the March 24, 2026 - Regular Meeting be approved, as circulated." **CARRIED**

Resolution No. 2026-120

Communications
Moved by: Councillor Gibbons
Seconded by: Councillor Haubrich

"That the following communications and reports have been reviewed and the Chief Administrative Officer is authorized to file the same accordingly:
a. Buffalo Potash Corp - Community Information Session April 16, 2026
b. Mosaic Belle Plaine Mine - 2026 Estimates Memo
c. Municipal Potash Tax Sharing Admin Board - Pense Area 2026 Estimates
d. The North Saskatchewan River Basin Council - Sponsorship Request
e. SUMA - Advocacy on Changes to Communities in Transition Program
f. Miscellaneous." **CARRIED**

Resolution No. 2026-121

Letter to Minister of Government Relations - Communities in Transition Program
Moved by: Councillor Schindelka
Seconded by: Councillor Holobetz

"That we authorize administration to prepare a letter for the Mayor's signature, as templated by the Saskatchewan Urban Municipalities Association (SUMA), addressing concerns surrounding changes to the CiT funding model for urban municipalities." **CARRIED**

Director of Finance, Ryan Haresign, left for the remainder of the meeting at 6:55 pm.

<u>**Reports of Administration**</u>

Resolution No. 2026-122

Council Update
Moved by: Councillor Gibbons
Seconded by: Councillor Holobetz

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

<u>**New Business**</u>

Resolution No. 2026-123

Lumsden High School Scholarship & Presentation
Moved by: Councillor Holobetz
Seconded by: Councillor Tropin

"That we provide a $1,000 scholarship to a 2026 graduate of the Lumsden High School, and;
That we authorize Mayor Barber to present the Scholarship at the Awards Presentation on June 27, 2026, at the Queensbury Convention Centre, Evraz Place in Regina." **CARRIED**

Resolution No. 2026-124

RiverPark Campground Host Contract
Moved by: Councillor Gibbons
Seconded by: Councillor Tropin

"That we approve the 2026 RiverPark Campground Host Contract, attached as Schedule "B"." **CARRIED**

Resolution No. 2026-125

RiverPark Concession Agreement
Moved by: Councillor Schindelka
Seconded by: Councillor Haubrich

"That we approve the 2026 RiverPark Concession Lease, attached as Schedule "C"; and further, that we rescind resolution No. 2025-357." **CARRIED**

Resolution No. 2026-126

<u>**Closed Session**</u>
Moved by: Councillor Holobetz
Seconded by: Councillor Schindelka

"That we move into Closed Session at 7:32 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 staff to be included in the session." **CARRIED**

Rise from Closed Session

At 7:53 pm, Council left the Closed Session and returned to the open meeting.

Resolution No. 2026-127

<u>**Adjournment**</u>
Moved by: Councillor Holobetz

"That we adjourn the meeting at 7:53 pm." **CARRIED**

VBarber

Mayor

Chief Administrative Officer

Schedule A

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2026-00072 - April 7, 2026 To Be Approved
For the Period Ended 2026-04-30

Date Printed
2026-04-02 2:56 PM

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
ASSENV1	**Assoc Enviro**					
49	824077	2026-03-19	2026-04-08	Landfill Decom. to Mar 13/26		11,283.30
53	824015	2026-03-13	2026-04-08	The Cntry Devel/IOL,Trnsfr Stn/Cntry Hil		8,119.42
					Vendor Total:	19,402.72
BADDAY1	**Badger Daylighting LP**					
13	3023053	2026-03-27	2026-04-08	605 James St N Hydrovac Water Serv Break		2,725.76
BEAGER1	**Beaurivage, Germain**					
47	Res#2023-424	2026-03-21	2026-04-08	245 James St-50% Sewer Blockage Rebate		288.60
BIGROC1	**Big Rock Trucking Ltd.**					
7	1411	2026-02-25	2026-04-08	Base Gravel & 3/4 Rock for Water Breaks		4,490.74
8	1416	2026-03-20	2026-04-08	Base Gravel for Water Breaks		2,043.34
9	1422	2026-03-27	2026-04-08	30.44T Base Gravel Load & Deliver		1,017.99
					Vendor Total:	7,552.07
CANOE1	**Canoe**					
12	PF-1081-45089	2026-03-31	2026-04-08	2030.90 Liters Diesel		3,495.83
26	CA987715	2026-03-18	2026-04-08	U050 - Snowplow Light Kit		498.06
					Vendor Total:	3,993.89
CHEINT1	**Chem International**					
11	117007	2026-03-24	2026-04-08	32 - 4x4L Bio-Trap Chemicals		820.05
CHEJENN1	**Cheney, Jennifer**					
41	LIB 2026-03	2026-03-31	2026-04-08	Library Afterschool Crafts 2 Hrs Mar		26.00
CHENAN1	**Cherney, Nancy**					
51	Jan-Mar 2026	2026-03-31	2026-04-08	EMO-ICS Mtg & Prep,SPSA/PDAP Workshop		513.89
DARMOR1	**Darbellay, Morgan**					
39	LIB 2026-03	2026-03-31	2026-04-08	Preschool Storytime 2 Hours - Mar		26.00
GFLGRE1	**GFL Green For Life**					
25	LQ03350714	2026-03-24	2026-04-08	Oil & Container Pickup		133.86
HACH1	**Hach Sales & Service Canada Lt**					
32	410677	2026-03-16	2026-04-08	WWTP - Calibration Kit		475.08
34	410574	2026-03-13	2026-04-08	WWTP-Chemicals		1,962.10
45	410872	2026-03-17	2026-04-08	WWTP - Testing Machine Repair-		382.95
					Vendor Total:	2,820.13
HORCOM1	**Horizon Computer Solutions**					
52	239825	2026-04-01	2026-04-08	Apr-Total Care Agre. 18 Users/Veeam		3,296.70
HOTWAT1	**Hotsy Water Blast Manufacturing L**					
27	SI312366	2026-03-20	2026-04-08	U135 - Replace Nozzles		796.96
IPSCAN1	**Intergrated Power Services Canada**					
33	30268	2026-03-13	2026-04-08	WWTP Building Repair - Seal Replacement		8,839.49

Date Printed
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Town of Lumsden
Invoice Edit List - Condensed
Batch # 2026-00072 - April 7, 2026 To Be Approved
For the Period Ended 2026-04-30

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
JRACON1	**JRA Construction Services Ltd.**					
10	2850	2026-03-25	2026-04-08	605 James St N - Water Service Leak		7,745.53
LASMOU1	**Last Mountain Times Ltd**					
2	26-055	2026-03-25	2026-04-08	2 ADV- Call for Nominations		400.39
50	26-048	2026-03-19	2026-04-08	1 ADV - 2026 Prep Assessment Roll		218.58
					Vendor Total:	618.97
MAEJES1	**Maekelburger, Jessica**					
40	LIB 2026-03	2026-03-31	2026-04-08	Mother Goose Program 2 Hrs - Mar		26.00
MARPET1	**Marsollier Petroleum Ltd**					
6	485994	2026-03-31	2026-04-08	U020-Drum DEF Fluid/Supplies-Solvent		630.95
MCEGIN1	**McElroy, Gina**					
46	RVP Mar 2026	2026-03-31	2026-04-08	RVP Cleaning - March 2026 - 3 hrs		150.00
MERMON1	**Merkosky, Monica**					
16	Cell 2026-03	2026-03-23	2026-04-08	Mar Cell Reimbursement		120.00
54	Indeed Mar 26	2026-03-31	2026-04-08	Indeed - Planner/Director P&D-Mar 2026		19.37
					Vendor Total:	139.37
SASBAT1	**SaskBattery**					
14	466037	2026-01-12	2026-04-08	U095 - Battery		394.05
SASHEA1	**Saskatchewan Health Authority c/o**					
1	3527185	2026-03-23	2026-04-08	200 River St - Testing		23.00
4	3527426	2026-03-26	2026-04-08	605 James St N - Testing		23.00
23	3527450	2026-03-27	2026-04-08	605 James St. N. - Testing		23.00
36	3527566	2026-03-30	2026-04-08	300 James St N - Testing		23.00
					Vendor Total:	92.00
SASPUB1	**Sask Public Safety Ag**					
3	INV2033025264-1	2026-03-31	2026-04-08	LFD Radios Jan-Mar 2026		1,298.70
SPOLOG1	**Sportlogo**					
48	7099	2026-03-20	2026-04-08	10 Swim Shirts		200.00
STEALL1	**Stelter, Allison B**					
43	LIB 2026-03	2026-03-31	2026-04-08	Mother Goose Program 1 Hrs - Mar		13.00
SUMA1	**SUMA**					
15	INV-000107822	2026-03-25	2026-04-08	Xpresspost Water Sample Labels x50		958.13
TEMKRI1	**Temple, Krista**					
44	LIB 2026-03	2026-03-31	2026-04-08	Preschool Storytime 2 Hrs - Mar		26.00
THOMEC1	**Thor Mechanical**					
5	287613	2026-03-31	2026-04-08	Lions Park - Fabricate/Paint Light Poles x 10		2,775.00

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
TONHYD1	**Tonka Hydrovac**					
35	106749	2026-03-23	2026-04-08	Culvert Steam/Jetting- 21Hrs/Curb Stop-3		6,660.00
TOSTEC1	**Toshiba Tec Canada Business Sol.**					
37	AR5296571	2026-03-24	2026-04-08	Unit 5005 - Feb 28-Mar 28/26 Copies		187.69
38	AR5296572	2026-03-24	2026-04-08	Unit 5015 - Feb 27-Mar 26/26 Copies		194.94
					Vendor Total:	382.63
TOWLUM1	**Town Of Lumsden (Cash Acct)**					
17	Fire/Shop-Q1-26	2026-03-30	2026-04-08	1st Qtr Fire Hall & Shop W/S		335.55
18	Libr/Leg Q1 26	2026-03-30	2026-04-08	1st Qtr Library - W/S		335.55
19	RVP-Q1-26	2026-03-30	2026-04-08	1st Qtr RVP - Water		58.08
20	CentHall-Q1 26	2026-03-30	2026-04-08	1st Qtr Centennial Hall - W/S		335.55
21	MunOffice-Q1-26	2026-03-30	2026-04-08	1st Qtr Municipal Office - W/S		335.55
22	DewDrop-Q1 26	2026-03-30	2026-04-08	1st Qtr Dew Drop In - W/S		335.55
					Vendor Total:	1,735.83
TRACAR1	**Trans-Care Rescue**					
31	AI-SO-3860	2026-03-15	2026-04-08	LFD-Small Tools Shipping		24.41
WHILAN1	**Whitteron, Lance**					
24	Clothing-26-01	2026-03-23	2026-04-08	Clothing Allowance		267.44
WOLCOL1	**Wolf, Colleen**					
42	LIB 2026-03	2026-03-31	2026-04-08	Afterschool Craft Program 4 Hrs - Mar		52.00
WOLMEC1	**Wolseley Mechanical Group**					
28	740095	2026-03-17	2026-04-08	WTP - Water Repair Parts		2,818.67
29	740093	2026-03-17	2026-04-08	Water Service Repair Parts		1,877.44
30	740094	2026-03-17	2026-04-08	Water Service Repair Supplies		479.52
					Vendor Total:	5,175.63
					Total for Batch:	80,601.76

Invoices Printed: 54

Town of Lumsden

Invoice Edit List - Condensed

Date Printed
2026-04-01 10:11 AM

Batch # 2026-00066 - February ESSO Mobil
For the Period Ended 2026-03-31

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
ESSMOB1	Esso Mobil					
1	111160632	2026-03-08	2026-03-13	2102.36 Liters Gas - February \		2,629.56
					Total for Batch:	2,629.56

Invoices Printed: 1

VS

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2026-00070 - March Cell Allowance & Cleaning
For the Period Ended 2026-03-31

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
ASHSCO1	Ashurst, Scott					
1	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
BEAGER1	Beaurivage, Germain					
7	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		55.00
BOGRAN1	Bogdan, Randy					
10	RVP 2026-03	2026-03-20	2026-03-31	RVP Mar Cleaning		150.00
BUHJOS1	Buhay, Joshua					
2	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
DANCOR1	Danyliw, Cory					
3	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
KATREI1	Kater, Reid					
8	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
MCEGIN1	McElroy, Gina					
9	Janitor26-03	2026-03-30	2026-03-31	Hall/Library/Office Clean March		2,308.00
STRKEL1	Strickland, Kelly					
4	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
STRKRY1	Strong, Krystal					
6	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		55.00
WHILAN1	Whitteron, Lance					
5	Cell 2026-03	2026-03-30	2026-03-31	Cell Allowance - March		30.00
					Total for Batch:	2,748.00

Invoices Printed: 10

Date Printed
2026-03-27 8:28 AM

Town of Lumsden
Invoice Edit List - Condensed
Batch # 2026-00076 - Qtr 1 2026 Council Cell Allowance
For the Period Ended 2026-03-31

Vendor # / Tr #	Name / Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
BARVER1	Barber, Verne					
1	Cell 2026-Qtr 1	2026-03-31	2026-03-31	Cell Allowance - Quarter 1		165.00
					Total for Batch:	165.00

Invoices Printed: 1

VB

Net pay

Department : All
Payroll group: Bi-Weekly RP0001
EI group: All
For period end dates: Mar 28, 2026 to Mar 28, 2026

Employee No.	Employee name	Net pay
113	Ashurst, Scott R	$1887.55
112	Beaurivage, Germain Ernest	$2450.83
450	Brennan, Liam J	$1742.66
119	Buhay, Joshua	$1928.31
111	Carey, Jeff	$3315.12
115	Danyliw, Cory D	$1603.06
103	Exner, Chris F	$1858.99
102	Haresign, Ryan Christopher	$2486.95
133	Kater, Reid	$1532.53
132	Kozak, Amy	$1257.79
124	Kurtz, Kristy	$1512.01
128	Lovelace, Crystal	$1348.55
134	Melnyk, Carrie	$481.87
101	Merkosky, Monica Marie	$3041.86
313	Neufeld, Denine E	$1400.16
116	Strickland, Kelly	$2374.73
110	Strong, Krystal D	$2001.60
117	Whitteron, Lance	$2242.98
122	Wood, Tylor	$2303.52
Report totals:	# of Employees: 19 # of Records: 19	$36771.07

Net pay

Town of Lumsden

Department : All
Payroll group: Bi Weekly RP0002
EI group: All
For period end dates: Mar 28, 2026 to Mar 28, 2026

Employee No.	Employee name	Net pay
300	Luboya, Papin Mukendi	$221.21
321	Matheson, Lesia	$1536.84
Report totals:	# of Employees: 2 # of Records: 2	$1758.05

Printed on Thursday, April 2, 2026 at 02:58:54 PM

Net pay

Town of Lumsden

Department : All
Payroll group: Monthly No EI RP0003
EI group: All
For period end dates: Mar 31, 2026 to Mar 31, 2026

Employee No.	Employee name	Net pay
701	Barber, Verne	$3587.92
707	Gibbons, Anne L	$1411.17
708	Haubrich, Trevor	$1119.16
204	Holobetz, Wes A	$1459.14
710	Tropin, Adam	$1549.47
Report totals:	# of Employees: 5	$9126.86
	# of Records: 5	

RiverPark Centre and Campground Cleaning and Custodial Services Agreement

THIS AGREEMENT made this ________day of ___________________________________, 2026.

BETWEEN:

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

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

-AND-

Randy Bogdan

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

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 April 1, 2026 and ending on March 31, 2027 or with 1 day notice if the COVID Crisis re-emerges and forces shutdown of the campground and all services. The Town and the Contractor will negotiate compensation for special circumstances requiring out-of-the-ordinary responses.

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, with 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:
   - **$2,499** (*+2.7%*) per month, for the months of April to September inclusive, for providing Services and for expenses incurred in connection therewith;
   - **$2,120** (*+2.7%*) per month, for the month October for providing Services and for expenses incurred in connection therewith;
   - **$200** (*+33.3%*) per month, for the months of November to March inclusive, for providing 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
   - **$270** (*+20%*) 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– October inclusive. Travel outside the term of May – October 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. Discontinue as non-campers can utilize the Co-op's sani-dump.
    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. Particular attention to be given to any trash or debris in public areas around buildings and park roads. Laundry machines are to be clean and room tidy. Women's washroom sanitary disposals emptied frequently to avoid items being flushed.
    g. Run water in RiverPark building while cleaning to flush the drainage system.
    h. Exterior inspections of buildings and Spray Pad, general clean up.
    i. Make minor repairs of an emergency nature and report action to the designated Town official.
    j. 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.
    k. 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.
    l. In the event of an unplanned fire of any nature on the property, immediately contact 911.
    m. 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 Contractor's 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 9.

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: ______________________________
Mayor

Seal

PER: ______________________________
Chief Administrative Officer

CONTRACTOR

PER: ______________________________

Randy Bogdan

PER: ______________________________
Witness

DATE: ______________________________

--- end ---

Lumsden RiverPark Concession Agreement

THIS AGREEMENT dated this 7th day of April, 2026

BETWEEN:

Jennifer Huber

(hereinafter referred to as "Jennifer")

-and-

Town of Lumsden
P.O. Box 160
Lumsden, SK
S0G 3C0
(a municipal corporation, hereinafter referred to as the "Town")

WHEREAS, Jennifer and the Town have been in discussions for lease of the concession facility in RiverPark;

WHEREAS, a concession is complementary to the users of RiverPark;

NOW, THEREFORE, Jennifer and the Town hereby agree to cooperate with each other and enter into this agreement with the following terms:

1. **Agreement Term**
   This Agreement will commence on May 1, 2026 and shall be for a period expiring approximately September 1, 2026, unless extended by mutual agreement by both parties or unless terminated by either party as provided for hereinafter in Section 9.

2. **Effective Date**
   This Agreement shall become effective on May 1, 2026.

3. **Land and Facilities Covered**
   The term "concession" will be used for purposes of this Agreement to mean the following: The obvious concession portion of the RiverPark Centre building in Lumsden, Saskatchewan, legally described as LSD 11 Ptn. NW 03-19-21-W2, Civic address: 55 Highway 20. RiverPark Centre also houses a meeting room, showers and washrooms which are excluded from this Agreement.

JB

4. **Facility Use Fees**
A Facility Use Fee is payable by Jennifer to the Town and shall be $500 per month plus GST (prorated for partial months). The Fee shall be paid to the Town by the 1st day of each month; except the final month where the Fee shall be paid on the final day of concession occupancy by Jennifer.

5. **Obligations of Jennifer and the Town**
   a. Designation of Representative – Jennifer and the Town shall each designate a representative. Such a representative of the parties may specifically confer with one another regarding the terms of this Agreement.

   b. Facility Use – Jennifer shall request approval from the Town for any modification(s) to the concession.

   c. Access and Security – Currently, access to the concession is restricted by a keyed front and back door. Customers and other RiverPark patrons will be restricted from entering the concession.

   d. Maintenance – The Town may periodically inspect the facility for damage. Jennifer will notify the Town if the concession suffers any damage. Jennifer responsible if damage is from neglect.

   e. Custodial – Jennifer shall make trash and recycling receptacles available for public use. Jennifer shall be responsible for emptying receptacles and depositing the contents into the large bins behind the RiverPark Centre. The Town shall be responsible for trash and recycling removal from the large bins behind the RiverPark Centre. Jennifer will be responsible for cleaning the concession. Jennifer will do spring cleaning when opening and receive 50% off monthly fee for May.

   f. Sponsorship and Advertising – Any signage and/or advertising must be supplied by Jennifer and approved by the Town. The Town will provide marketing support with social media posts.

   g. Signage – Jennifer shall be responsible for providing all required signage. Town will laminate menus provided by Jennifer and post in locked display cabinets in the washrooms.

   h. Equipment – Jennifer shall furnish all additional equipment necessary for carrying out her business.

   i. Parking - Concession staff will park behind the building.

6. **Compliance with Law**
All use of the concession shall be in accordance with provincial, federal and local law. In the case of a conflict between the terms of this Agreement and the requirements of provincial law, the provincial law shall govern. In the case of a conflict between the terms of this Agreement and the requirements of federal law, the federal law shall govern. Any actions taken by Jennifer or the Town that are required by provincial or federal law but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

7. **Liability and Indemnification**

   a. The Town shall defend, indemnify, and hold Jennifer, his/her officers, employees and agents, harmless from and against any and all liability, loss, expense, legal fees or claims for injury or damages, arising out of the-performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, legal fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the respective Town, its officers, agents or employees.

b. Jennifer shall defend, indemnify, and hold the respective Town, their officers, employees and agents, harmless from and against any and all liability, loss, expense, legal fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, legal fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of Jennifer, her officers, agents or employees.

8. Insurance

Jennifer agrees to provide to the Town confirmation of insurance coverage in connection with her activities under this Agreement as follows:

a. Jennifer shall maintain and provide general liability insurance. Said insurance shall be in the amount of at least $2,000,000 with the Town named as an additional insured on the policy.

b. Workers' Compensation Insurance will be purchased, if required by provincial law.

c. Documentation of Insurance – Jennifer shall provide to the Town a certificate of insurance each year that this Agreement is renewed.

The Town agrees to provide the following insurance in connection with this Agreement:

a. The Town shall maintain general liability insurance for all usage on the land and/or RiverPark Centre that is not related to concession activities.

b. The Town shall maintain insurance for the buildings on the land. If there is damage to the RiverPark Centre as a result of concession activities, Jennifer is responsible to pay for damages up to and including the insurance deductible of $25,000.

9. Termination

This Agreement may be terminated at any time prior to its expiration, upon ninety (90) days' written notice at the addresses noted below: Town of Lumsden
P.O. Box 160
Lumsden, SK
S0G 3C0

10. Amendments

Any amendments to this Agreement must be made formally and in writing and approved by both parties.

11. Invalidity of Particular Provision

The invalidity of any section, subsection or provision of this Agreement shall not affect the validity of the remaining sections, subsections or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

12. Captions

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

13. Conflicts
In the event of any conflict between this Agreement and any agreement attached as an appendix, or any other document executed pursuant to or in furtherance of this Agreement, this Agreement shall prevail, unless such other agreement is signed by Jane and the Town and expressly provides to the contrary.

14. Governing Law
This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Province of Saskatchewan and the laws of the municipality.

15. Joint Drafting
This Agreement has been negotiated by the parties and each party has joined in and contributed to the drafting of this Agreement. Accordingly, there shall be no presumption favoring or burdening any of the parties hereto based upon draftsmanship.

16. Assignment
Jennifer may not assign any or all of his/her rights under this Agreement without the written approval of the Town.

17. Notices
All notices, consents, approvals, requests and other communications, herein collectively called "notices" required or permitted under this Agreement shall be given in writing, signed by the authorized representative from Jennifer and the Town.

18. Entire Agreement
This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any terms and conditions of this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Jennifer and the Town by and through their duly authorized representative have executed this Agreement as of the day and year first above written.

RiverPark Concession Operator:

Jennifer Huber   April 7/26

Date   Witness

The Town of Lumsden, a Saskatchewan Municipal Corporation

Mayor   Date

SEAL

Chief Administrative Officer   Date