

Rural Municipality of Lumsden No.189
Meeting Minutes
Regular Council Meeting February 20, 2025 - 7:00 PM

Call to Order

The Council of the Rural Municipality of Lumsden No. 189 convened their Regular Meeting at the Lumsden Municipal Office and via electronic means (Zoom), on Thursday, February 20, 2025 at 7:00 pm.

Present:

Reeve: Cody Garbutt

Councillors:

Division 1: Curtis Skolney

Division 3: Hayden Forster

Division 4: Marlise Nordstrom

Division 5: Trent Catley

Division 6: Cody Jordison

Chief Administrative Officer: Monica M. Merkosky

Assistant Chief Administrative Officer: Krystal Strong (attended via Zoom from 7:00 pm to pm)

Director of Finance: Ryan Haresign (attended via Zoom from 7:00 pm to 7:29 pm)

Planner: Denise Donahue (attended via Zoom from 7:01 pm to 8:15 pm)

Absent:

Public Works Manager: (vacant)

Councillor: Division 2: Glenda Schlosser

Director of Planning and Development: Aimee Bryck

Youth Member: Corbin Jenkins

Resolution No.
2025-065

Approval of Agenda

Moved by: Councillor, Division No. 3 Forster

Seconded by: Councillor, Division No. 5 Catley

"That we approve the agenda as presented."

CARRIED

Declaration of Conflict of Interest

There were no Declarations of Conflict of Interest.

Public Works Reports

Resolution No.
2025-066

Public Works Report

Moved by: Councillor, Division No. 1 Skolney

Seconded by: Councillor, Division No. 4 Nordstrom

"That we approve the Public Works report, as presented."

CARRIED

Resolution No.
2025-067

Gravel Tender - Divisions 2, 3 and 6 - Supply, Load, Haul and Spread

Moved by: Councillor, Division No. 6 Jordison

Seconded by: Councillor, Division No. 1 Skolney

"That we award the tender for Divisions 2, 3 and 6 gravel supply, load, haul and spread to Big Rock Trucking Ltd. as follows and excluding applicable taxes:

Supply - \$21.70 / MT

Load - \$1.00 / MT

Haul - \$0.46 / MT / Mile."

Name	Yes	No	Abstained	Absent
Trent Catley	✓			
Hayden Forster	✓			
Cody Garbutt	✓			
Cody Jordison	✓			
Marlise Nordstrom	✓			
Glenda Schlosser				✓
Curtis Skolney	✓			

CARRIED UNANIMOUSLY

Financial Reports

Resolution No. 2025-068 **Bank Reconciliation**
Moved by: Councillor, Division No. 3 Forster
Seconded by: Councillor, Division No. 5 Catley
 "That the Bank Reconciliation for the period ending January 31, 2025, be accepted as presented."
CARRIED

Resolution No. 2025-069 **Accounts for Approval**
Moved by: Councillor, Division No. 1 Skolney
Seconded by: Councillor, Division No. 4 Nordstrom
 "That the list of accounts attached as Schedule "A" is approved for payment."
CARRIED

Resolution No. 2025-070 **Fleet Management Policy Amendment**
Moved by: Councillor, Division No. 6 Jordison
Seconded by: Councillor, Division No. 1 Skolney
 "That we adopt the amended Fleet Management Policy, as attached as Schedule "B"."
CARRIED

Resolution No. 2025-071 **Procurement Policy Amendment**
Moved by: Councillor, Division No. 1 Skolney
Seconded by: Councillor, Division No. 3 Forster
 "That we table the Procurement Policy amendment and authorize administration to bring the revised amendment to the next meeting."
CARRIED

Planning and Development Applications and Reports

Resolution No. 2025-072 **Development Application No. 2024-038 - Concept Plan for Proposed Multi-lot Residential Subdivision - E 1/2 31-19-21-W2M**
Moved by: Councillor, Division No. 6 Jordison
Seconded by: Councillor, Division No. 4 Nordstrom
 "That we table Development Application No. 2024-038 until the next meeting, to allow for further analysis and discussion with the developer."
CARRIED

Adoption of Minutes

Resolution No. 2025-073 **February 6, 2025 - Regular Council Meeting**
Moved by: Councillor, Division No. 1 Skolney
Seconded by: Councillor, Division No. 3 Forster
 "That the minutes of the February 6, 2025 Regular Meeting be approved, as circulated."
CARRIED

Resolution No. February 10, 2025 - Deer Valley Organized Hamlet Board Meeting
 2025-074 **Moved by:** Councillor, Division No. 3 Forster
Seconded by: Councillor, Division No. 1 Skolney

"That the minutes of the February 10, 2025 - Deer Valley Organized Hamlet Board Meeting be approved, as circulated." **CARRIED**

Committee Reports

Resolution No. Deer Valley Organized Hamlet - Board Meeting
 2025-075 **Moved by:** Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 5 Catley

"That the Deer Valley Organized Hamlet Board Meeting Report be accepted as presented verbally by CAO Monica Merkosky." **CARRIED**

Resolution No. Deer Valley Social Committee - Financial Management Policy
 2025-076 **Moved by:** Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 6 Jordison

"That we approve the 'Deer Valley Social Committee - Financial Management' Policy as per Schedule "C"." **CARRIED**

New Business

Resolution No. Inter-Municipal Utility Committee - Master Agreement
 2025-077 **Moved by:** Councillor, Division No. 6 Jordison
Seconded by: Councillor, Division No. 3 Forster

That we adopt the Inter-Municipal Utility Committee (IMUC) Master Agreement as per Schedule "D"." **CARRIED**

Resolution No. Snow Plow Club Agreement
 2025-078 **Moved by:** Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 1 Skolney

"That we approve the following Snow Plow Club Agreement for the 2024-2025 season as reviewed by both the Public Works Foreman and Divisional Councillor:

Div #	Snow Plow Club	Mileage	Operators
4,(1)	Ravenswood	14.5 miles	Darren Wood, Russel Hamann."

CARRIED

Reports of Administration

Resolution No. Council Update
 2025-079 **Moved by:** Councillor, Division No. 5 Catley
Seconded by: Councillor, Division No. 4 Nordstrom

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

Resolution No. Communications
 2025-080 **Moved by:** Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 5 Catley

"That the following communications and reports have been reviewed and the Chief Administrative Officer is authorized to file the same accordingly:

- a. Brandt - March 11, 2025 - Hospitality Night during SARM Convention
- b. WSP - March 12, 2025 - Hospitality Night during SARM Convention
- c. RCMP Southey / Strasbourg - October to December 2024, Community Policing Report
- d. RCMP - Family Violence Initiative Fund
- e. North SK River Basin Council - Notice Nature Sponsorship
- f. Lumsden and District Heritage Home - February 2025 Newsletter
- g. Loraas Disposal - 2025 Spring Road Bans, Blanket Permit Request
- h. SK Public Safety Agency - Motor Vehicle Collisions Policy
- i. 3D Dust Control - Spring 2025 Dust Control
- j. Economic Development Regina - Committee Appointment."

CARRIED

Public Hearings

Resolution No. 2025-081 **8:00 pm - Public Hearing for Bylaw No. 2025-01 - Zoning Bylaw Map Amendment**
Moved by: Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 3 Forster

"That we recess the meeting at 8:00 pm for the purpose of holding a public hearing for Bylaw No. 2025-01, a Zoning Bylaw Map Amendment." **CARRIED**

Reconvene Meeting

The meeting was reconvened at 8:05 pm.

Bylaws

Resolution No. 2025-082 **Bylaw No. 2025-01 - Zoning Bylaw Map Amendment - 2nd Reading**
Moved by: Councillor, Division No. 5 Catley
Seconded by: Councillor, Division No. 6 Jordison

"That Bylaw No. 2025-01, being a bylaw to amend the Zoning Bylaw Map be read a second time." **CARRIED**

Resolution No. 2025-083 **Bylaw No. 2025-01 - Zoning Bylaw Map Amendment - 3rd Reading**
Moved by: Councillor, Division No. 6 Jordison
Seconded by: Councillor, Division No. 3 Forster

"That Bylaw No. 2025-01, being a bylaw to amend the Zoning Bylaw Map be read a third time, adopted, signed, and sealed." **CARRIED**

Planner Denise Donahue, left for the remainder of the meeting at 8:15 pm.

Delegations

8:16 pm 8:30 pm - Derek Kelln - Treasurer, Deer Valley Organized Hamlet Board - 2025 Proposed Budget

Treasurer of the Deer Valley Organized Hamlet Board, Derek Kelln, appeared before Council to present the proposed Deer Valley Organized Hamlet 2025 Budget.

Committee Reports Continued

Resolution No. 2025-084 **Deer Valley Organized Hamlet - Proposed 2025 Budget**
Moved by: Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 5 Catley

"That, as per the recommendation of the Deer Valley Organized Hamlet Board, we approve their 2025 operating and capital budget as per Schedule "E"." **CARRIED**

Resolution No. 2025-085 **Closed Session - LAFOIP S. 16(1)(b) Employee-Related Matters**
Moved by: Councillor, Division No. 3 Forster
Seconded by: Councillor, Division No. 5 Catley

"That we move into Closed Session at 8:38 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 included in the session." **CARRIED**

The Chief Administrative Officer was excused from the Closed Session from 9:06 pm - 9:26 pm.

Rise from Closed Session

At 9:26 pm, Council left the Closed Session and returned to the open meeting.

Resolution No. 2025-086 **Human Resource Policy Review**
Moved by: Councillor, Division No. 4 Nordstrom
Seconded by: Councillor, Division No. 6 Jordison

"That we contract McQueen Creative, via a SARM pilot program, to review the Human Resource Policy Manual at a cost not to exceed \$2,000." **CARRIED**



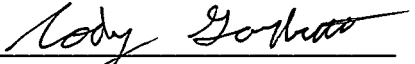
Resolution No.
2025-087

Adjournment

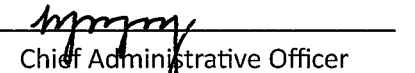
Moved by: Councillor, Division No. 4 Nordstrom

"That we adjourn the meeting at 9:28 pm."

CARRIED



Reeve



Chief Administrative Officer

**RM of Lumsden
Invoice Edit List - Condensed**

Date Printed
2025-02-18 1:22 PM

Batch # 2025-00026 - February 20, 2025 To Be Approved
For the Period Ended 2025-02-28

Vendor #	Name	Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
CURCON1	Curtis Constr. Ltd.							
		11	IN000070244	2025-01-31	2025-02-21	DV Snow Removal - Jan - 209.50 hrs		13,530.00
LMR1	Last Mountain Railway							
		2	1046	2024-12-31	2025-02-21	50% Cost 32ft-Crossing Craik Sub MP		4,017.82
LORDIS1	Loraas Disposal South							
		7	0008153484	2025-01-31	2025-02-21	Porto Rental for Fuel Tank - January		211.27
		10	0008154029	2025-01-31	2025-02-21	DV-94 Waste/86 Recycle January		2,627.49
						Vendor Total:		<u>2,838.76</u>
MINARG1	Ministry of Finance-Lands							
		18	D-521748-380241	2025-02-07	2025-02-21	S-6-21-22 Annual Sand and Gravel Lease		321.72
MPEENG1	MPE Engineering							
		12	6710-018-00-02	2025-01-31	2025-02-21	Andrew Low Level Crossing 14 Hrs		2,123.18
PROBUI1	Professional Bldg Inspections							
		8	25013152	2025-01-31	2025-02-21	Inspections - Jan x 4		1,438.50
		9	24123152	2024-12-31	2025-02-21	Inspections - Dec x 4		1,685.68
						Vendor Total:		<u>3,124.18</u>
SAMA001	S.A.M.A							
		4	2025582	2025-01-31	2025-02-21	2025 SAMA Requisition		40,162.00
SASTIP1	SaskTip							
		13	SKTip 2025	2025-02-13	2025-02-21	2025 Membership SaskTip		100.00
SHECOO1	Sherwood CO-OP Ltd							
		5	6890	2025-01-29	2025-02-21	3800.100 Liters Diesel		5,705.45
		19	768	2025-02-13	2025-02-21	1950.70 Liters Diesel		3,010.70
						Vendor Total:		<u>8,716.15</u>
TOWLUM1	Town Of Lumsden							
		1	JADM 2024-12	2024-12-31	2025-02-21	JADM Share December		38,634.68
		3	2025-00028	2025-01-31	2025-02-21	Postage - January 2025		102.61
		6	McQueenCreat	2025-01-31	2025-02-21	HR Training - S. Haynes		521.06
		14	2024 Joint Fire	2025-02-14	2025-02-21	2024 Joint Fire Expenses		17,018.47
		15	Landfill 2025Q1	2025-02-13	2025-02-21	1st Qtr Landfill Agreement 2025		2,750.00
		16	Recycle 2025 Q1	2025-02-13	2025-02-21	Qtr 1 - 2025 - Recycling Grant		2,500.00
		17	JADM 2025-01	2025-01-31	2025-02-21	JADM Share January		49,245.43
						Vendor Total:		<u>110,772.25</u>
						Total for Batch:		<u><u>185,706.06</u></u>

Invoices Printed: 19

Date Printed
2025-02-14 1:16 PM

RM of Lumsden
Invoice Edit List - Condensed
Batch # 2025-00023 - February 20, 2025 Preauthorized
For the Period Ended 2025-02-28

Page 1

Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount	
MEPP	MEPP						
8	MEPP-2025-02-01	2025-02-01	2025-02-14	Pension Contributions Feb 1		2,587.54	
MINFINED	Minister of Finance- Education						
1	EPT-2025-01	2025-01-31	2025-02-14	Education Tax Remittance January		6,773.47	
RECGEN1	Receiver General (RP1)						
7	RP1-2025-02-01	2025-02-01	2025-02-14	Income Tax/ CPP/EI - February		5,327.58	
RECGEN3	Receiver General (RP3)						
4	RP3-2025-01-Sch	2025-01-31	2025-02-14	Income Tax/ CPP - Jan 31		1,468.45	
SASPOW1	SaskPower						
6	DV-Light2025-01	2025-01-28	2025-02-14	DV - Street Lights(20) -Jan		310.07	
SASTEL1	SaskTel Mobility						
2	PW Cell-2025-01	2025-01-23	2025-02-14	PW Cell Phones January		257.42	
SMHI	SMHI						
5	SMHI-2025-01	2025-01-31	2025-02-14	Premium Collections January		3,922.80	
XPLORE1	Xplore Inc						
3	INV55049895	2025-02-01	2025-02-14	Internet February		98.78	
Total for Batch:						<u>20,746.11</u>	

Invoices Printed: 8



Date Printed
2025-02-14 1:13 PM

RM of Lumsden
Invoice Edit List - Condensed
Batch # 2025-00024 - January 2025 RBC Visa Statements
For the Period Ended 2025-02-28

Page 1

Vendor #	Name						
Tr #	Invoice #	Date	Due Date	Reference	PO #		Invoice Amount
VISA-MM	Royal Bank Visa - Merkosky						
1	Statement-25-01	2025-01-27	2025-02-07	Visa Statement January			87.92
Total for Batch:							<u>87.92</u>

Invoices Printed: 1



RM of Lumsden

Invoice Edit List - Condensed

Date Printed
2025-02-14 1:15 PM

Batch # 2025-00027 - February 2025 RBC Visa Transactions
For the Period Ended 2025-02-28

Page 1

Vendor #	Name					
Tr #	Invoice #	Date	Due Date	Reference	PO #	Invoice Amount
VISPRI1	VistaPrint Canda					
1	VP_M7QQBD5L	2025-01-24	2025-02-20	Council Bus Cards-Skoln/Schlo/Garb/Fores		87.92
Total for Batch:						<u>87.92</u>

Invoices Printed: 1





R.M. of Lumsden No. 189 Policy

Title: **Fleet Management**
 Effective: July 29, 2021 (Resolution 2021-341)
 Amended: February 20, 2025 (Resolution 2025-070)

Policy Statement

1. PURPOSE

This policy outlines the RM's strategy of fleet management for equipment and machinery. The RM is committed to achieving the best value in acquisition of these assets.

2. SCOPE

This policy applies to all staff and Council members of the RM. The policy shall apply to the procurement of the RM's vehicles, machinery and equipment. The Chief Administrative Officer will ensure that all acquisitions are made according to this Policy.

3. PROCUREMENT PLANNING - GENERAL

Procurement planning shall form part of the annual budgeting process. The RM's Public Works Management Staff is to maintain a ten-year forecast of procurement needs. When planning for future operating machinery or heavy equipment purchases, the parameters in the following paragraph apply:

Procurement Planning - Equipment & Fleet Management

When making an equipment purchasing decision, it is imperative that all costs related to the equipment are accounted for and that the RM use all efficiencies available. The planning process for the procurement of operating machinery and equipment must consider both the initial purchase price of the machine, product quality, expected lifecycle costs, and resale value. The expected lifecycle costs include all costs of maintaining and operating the machine over its lifetime within the RM. The location of service relative to the location of the RM shop must also be considered. As much as possible, because of the nature of economies of scale, RM Public Works Management Staff is to maintain a fleet of similarly-branded equipment. Public Works Management will use discretion to determine which equipment is similarly branded. This will allow the RM to realize efficiencies by having interchangeable parts and maintenance procedures for the RM staff to follow.

4. **EXCEPTIONS TO THE POLICY**

Where goods or equipment are urgently required and delay would lead to increased costs, further property damage, and/or health or life-endangerment, the Chief Administrative Officer or their designate will authorize all necessary actions to be taken and these will be considered an exception to this Policy.

At the conclusion of the emergency, the Chief Administrative Officer will report back to Council with the cost implications and summary of actions taken to mitigate the event.

--- end ---

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to read "S. J. [unclear]".



**RM OF LUMSDEN NO. 189
POLICY**



Title: Deer Valley Social Committee – Financial Management

Effective: February 21, 2025

Purpose:

The Social Committee met with the Hamlet Board on October 7, 2024 and requested that the Board establish guidelines to inform the parameters of the Social Committee’s authority.

Definitions:

“**Board**” means the board of the Organized Hamlet of Deer Valley

“**Hamlet**” means the Organized Hamlet of Deer Valley

“**Municipality**” means the council of the Rural Municipality of Lumsden No. 189

“**Social Committee**” means a volunteer group comprised of hamlet residents who coordinate community activities for the enjoyment of the hamlet’s residents.

Policy Statement:

The Social Committee coordinates various activities for the pleasure of the hamlet’s residents to promote an engaged community.

By January 15 annually, the Social Committee shall submit its proposed budget to the Board for consideration. The Social Committee will be informed once the proposed budget has been approved by the municipality.

The Board will provide financial statements when requested by the Social Committee.

To ensure fiscal responsibility and public trust in government spending, it is prohibited to purchase alcohol or recreational drugs using the Social Committee’s operating budget. Purchases of this type of expenditure will not be reimbursed.

--- end ---

Adopted by the Hamlet Board on February 10, 2025

Adopted by the RM Council on February 20, 2025

Deer Valley Hamlet 2025 Budget

Operating Budget

	2022 Year End Actuals	2023 Year End Actuals	2024 Year End Actuals	2025 Budget
Revenues				
Tax Allotment (40% including Golf Course)	166,031.72	166,063.67	168,000.00	169,000.00
Revenue Sharing	33,120.00	37,455.00	42,724.00	43,000.00
SIG Speed Sign Grant			16,743.00	
transfer (to) from reserve				
Total Operating Revenue	199,151.72	\$ 203,518.67	\$ 227,467.00	\$ 212,000.00

Operating Expenses

Abatements	8,129.10	4,645.20	4,737.60	5,000.00
Street Lighting	3,389.00	3,533.35	3,531.44	4,000.00
Garbage Removal / Recycling	24,827.34	26,616.18	27,897.20	32,000.00
Road Repairs (pothole filling, crack filling, dust control)	39,220.00	-	32,674.99	40,000.00
Summer Maintenance (weed control, pest control, grass cutting, street sweeping, landscaping, including park mtnce)	18,808.83	12,508.29	10,896.04	18,000.00
Snow Removal	78,479.17	53,125.50	61,549.69	80,000.00
Community Activities	3,399.68	1,044.95	3,021.21	7,500.00
Administration (website maintenance, legal fees, AGM, board remuneration, bylaw enforcement)	8,562.65	10,831.82	10,104.75	11,000.00
Radar Speed signs and installation			17,148.62	
Consulting (Asset Report, Feasibility Study, etc.)	-	-	-	-
Annual Maintenance Costs	184,815.77	112,305.29	171,561.54	197,500.00
Annual Deer Valley Maintenance Surplus / Loss	14,335.95	\$ 91,213.38	\$ 55,905.46	\$ 14,500.00
Hamlet Allotment Balance Beginning	31,562.45	31,562.45	31,562.45	31,562.45
Annual Maintenance Surplus / Loss	14,335.95	91,213.38	55,905.46	14,500.00
transfer to infrastructure reserve	14,335.95	91,213.38	55,905.46	12,000.00
transfer to infrastructure sewer and water reserve	-	-	-	-
transfer to infrastructure park / green space reserve	-	-	-	-
transfer to infrastructure roadways reserve	-	-	-	-
Deer Valley Maintenance Reserve Balance	31,562.45	\$ 31,562.45	\$ 31,562.45	\$ 34,062.45

Infrastructure Budget

	2022 Year End Actuals	2023 Year End Actuals	2024 Year End Actuals	2025 Budget
Revenues				
Tax Allotment (30%)	124,523.79	124,547.75	130,375.49	131,000.00
MEEP Funding	-	-	-	-
Infrastructure Expenses				
Land (includes lift station access)				25,000.00
Park / Green Space	-	-	-	25,000.00
Roadways	-	-	-	-
Water & Sewer (includes access survey)	-	1,637.81	-	200,000.00
Total Infrastructure Expenditures	-	1,637.81	-	250,000.00
Annual Deer Valley Infrastructure Surplus / Loss	124,523.79	122,909.94	130,375.49	-119,000.00
Infrastructure Reserve Beginning Balance	822,014.85	960,874.59	1,174,997.91	1,361,278.86
Transfer Funding from Operating Allotment	14,335.95	91,213.38	55,905.46	12,000.00
Infrastructure Reserve Year End Balance	960,874.59	1,174,997.91	1,361,278.86	1,254,278.86
DV Hamlet will keep track of reserve detail here				
Total DV Combined Reserve Balances at YE	\$ 992,437	\$ 1,206,560	\$ 1,392,841	\$ 1,288,341

Handwritten signature

THIS AGREEMENT MADE THIS 13th DAY OF December, 2024.

INTER-MUNICIPAL UTILITY COMMITTEE MASTER AGREEMENT

BETWEEN:

TOWN OF REGINA BEACH, Box 10, Regina Beach,
Saskatchewan, S0G 4C0 (hereinafter called
the "Town")

and

VILLAGE OF BUENA VISTA, 1050 Grand Avenue,
Buena Vista, Saskatchewan, S2V 1A2

and

RESORT VILLAGE OF LUMSDEN BEACH, Box 704
Regina Beach, Saskatchewan, S0G 4C0

and

KINOOKIMAW BEACH ASSOCIATION
c/o Wayne Morris, Box 568,
Punnichy, Saskatchewan, S0A 3C0

and

RURAL MUNICIPALITY OF LUMSDEN NO. 189, Box 160
300 James Street N., Lumsden, Saskatchewan, S0G 3C0

CS
my

1.0 GENERAL PRINCIPLES

1.1 The Parties to this Agreement, being duly incorporated under the laws of Saskatchewan do hereby covenant and agree to jointly carry out and manage those municipal services and facilities more particularly described in the attached Schedules, with each schedule being an independent agreement pertaining to a specific service and/or facilities:

Schedule A - Fire Services Agreement

Schedule B - Waste Water Lagoon Site Agreement

Schedule C - Waste Management Site Agreement

Schedule D - Primary Health Care Agreement

Schedule E - Library Services

Schedule F - Emergency Measures Organization

Schedule G - Cemetery

1.2 It is agreed and understood that every party to this agreement is not necessarily a part of each of the independent schedules. Only the Schedules to which a party is involved and committed, as witnessed by their respective signatures, will apply to that party.

1.3 This Agreement may be extended to additional services and facilities as recommended by the Parties and included in additional Schedules to be annexed hereto.

2.0 INTER-MUNICIPAL UTILITY COMMITTEE MEMBERSHIP AND PURPOSE

2.1 FORMATION, SCOPE AND OPERATION

The parties hereby create a committee to be known as the Inter-Municipal Utility Committee ("Committee") to carry out the objects of this Agreement, and to oversee the services and facilities specified in the Schedules annexed hereto.

2.2 The purpose of the committee is to review the operational and capital needs of the municipal facilities and services specified in the schedules annexed hereto. Based on this review, the Committee will recommend changes to operational procedures or funding requirements (operating and capital) to the Parties to the Agreement.



2.3 MEMBERSHIP

The Committee shall consist of 8 voting members of the respective parties to this agreement and shall be appointed annually.

- 2.3.1 All municipal appointees to the committee shall be elected members of council. The committee representative from Kinookimaw Beach Association shall be appointed.
- 2.3.2 Three (3) members of the committee shall be appointed by the Town of Regina Beach, two (2) members shall be appointed by the Village of Buena Vista and one (1) member shall be appointed by each of the Resort Village of Lumsden Beach, R.M. of Lumsden No. 189 and Kinookimaw Beach Association.
- 2.3.3 The Town of Regina Beach shall, annually, designate one of their appointed members to be the Chairperson of the Committee. The Village of Buena Vista shall, annually, designate one of their appointed representatives to be Vice Chairperson of the Committee who shall act in the absence of the Chairperson.
- 2.3.4 A quorum for the conduct of the business of the Committee shall not be fewer five (5) members representing at least three (3) of the Parties to this agreement.
- 2.3.5 Members of the Committee are only entitled to vote on questions pertaining to Schedules in the Agreement where their appointing body is a signatory.

All questions brought before the Committee shall be decided by a majority vote of the representatives of the parties attending the meeting and being entitled to vote on the question.
- 2.3.6 Only the members appointed by the respective Parties are entitled to vote on questions brought before the Committee.
- 2.3.7 The Committee shall meet not fewer than four (4) times annually at times and dates to be determined by the Committee. Meetings may be called by the Chairperson or any 3 members of the committee, but all parties must be notified of any meeting called.
- 2.3.8 Should a position on the Committee become vacant for any reason the Party for whom such member was appointed shall appoint a new member for the balance of the term and notify the committee of such appointment.



3.0 The Committee shall:

- (i) Review the operational and capital needs of the services and facilities and, upon such review, recommend operational procedures and funding requirements, and determine appropriate allocation of operating and capital costs to the Parties of each of the respective Schedules;
- (ii) Before March 31st of each year approve the proposed annual budget for each of the services and facilities described in the Schedules. Such Budgets are subject to the approval of each of the Parties as a part of their annual budget;
- (iii) Annually review this Agreement and each of the Schedules to this Agreement and propose to the Parties any amendments or additions the Committee may consider desirable and/or appropriate;
- (iv) Annually review and determine the appropriate share costing formulas as between the Parties hereto;
- (v) Consider and, if determined to be appropriate, recommend the extension of the provisions of this Agreement to any other municipality or party;
- (vi) Consider and make recommendations respecting the extension of the provisions of this Agreement to any additional municipal services and/or facilities as the Committee might determine to be appropriate;
- (vii) Annually review and determine the appropriate allocation of operating costs and capital costs as a part of the budget process;
- (viii) Consider and, if found appropriate, ratify and approve any non-budgetary expenditures which may be incurred in the operation and maintenance of these services and facilities; and
- (ix) Annually review and recommend the allocation of capital contributions each of the parties is to make for the facilities and the maintenance of capital accounts with respect thereto.
- (x) The Committee may establish its own rules and procedures as per this Master Agreement.

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4.0 PROPORTIONATE SHARES

4.1 Administrative, operating and capital costs for the facilities and services described in the respective Schedules shall be shared by the Parties on a unit cost basis determined as follows:

4.1.1 All existing residential and business buildings, occupied or not, on privately owned or leased land are to be included in unit counts.

- Privately owned or leased residential and business buildings each count as a unit even if they are all located on the same lot.
- Non-residential buildings on land zoned agricultural are not considered a business.
- Trailer Parks and/or Campgrounds are not considered as individual residences or businesses, but each is considered a single business and is counted as a unit.

4.1.2 Buildings, which contain one or more residences, shall count each residence as an individual unit. These types of buildings include single-family homes/cottages, duplexes, town houses, apartments, condominiums, senior citizen homes, etc. It does not matter whether each residence is privately owned, leased, or rented, each still count as a unit.

4.1.3 Buildings, which contain one or more businesses, shall count each business as a unit, whether the same person owns each business or not and whether the business's building is owned, leased, or rented. These types of buildings include multi-story with individual businesses on each floor within one building and/or strip malls with individual businesses side by side within one building. If the same business has buildings on more than one lot, each building is counted as a unit.

4.1.4 Residences and/or businesses that only have water supplied for a period of six months or less each year are considered seasonal and each count as one (1) unit.

4.1.5 Residences and businesses that have water supplied throughout the year (more than six months) are considered year-round and each count as two (2) units.

4.1.6 Community owned facilities such as offices, workshops, garages, water treatment plants, community halls, schools, etc. are not included in each community's unit counts.

4.1.7 Regardless of ownership, lots that are empty (i.e. no buildings), are not included in unit counts.

The onus will be on each community to provide updated current unit counts when called upon to do so by December 31st of each calendar year to the administrative office at the Town of Regina Beach.



4.2 Each Party will pay the amount determined by multiplying the cost per unit by the total number of units within their respective boundaries for the services and facilities they have agreed to fund.

4.3 Capital costs will be contributed by the Parties according to a formula that is agreed upon by the committee.

4.4 In the event of the extension of the provisions of this Agreement, or any of the Schedules thereof, to any additional Party, a similar formula will prevail.

Note: Parties to this agreement are only responsible to share in the costs of the facilities and services to which they have agreed to be a part of as indicated in the respective Schedules (agreements) which each party has committed.

5.0 COSTS DEFINED

5.1 "Operating Costs" shall consist of expenditures made, or contributions by the Parties, for labour, equipment, and materials. In the case equipment or labour contributed by any of the Parties, the operating costs shall be based on the rates established by the Party at the time the costs are incurred. Utilities, permits, taxes and licences shall be included as required. No charges shall be included for supervision by the Foreman, Administrator, or office staff.

5.2 "Administrative Costs" will be determined at the rate of 10% of the gross operating costs.

6.0 ADMINISTRATION

6.1 This Agreement and the services and facilities described in the Schedules shall be administered by the Town of Regina Beach, which shall incur all operating costs and receive all revenue from such services and facilities.

6.2 The Town of Regina Beach shall keep a proper account and record of its administration according to generally accepted accounting principles and annually prepare a statement of account for information of the Parties disclosing all operating and capital costs, revenues and contributions received and allocated.

6.3 The Town of Regina Beach shall keep a separate capital transaction record with respect to each Schedule to this Agreement, which may be annexed to this Agreement, disclosing the respective capital accounts of the Parties, appropriate depreciation based upon certified lifetime of the works where appropriate, market values, where applicable, all according to generally accepted accounting principles.

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- 6.4 The Town of Regina Beach shall invoice the Parties to this Agreement, and any other party to whom this Agreement may be extended, quarterly in each year in the months of March, June, September and December. The first 3 billings shall be based upon the budget approved by the Parties with the final billing for the year being based on the actual costs incurred. Any overbillings resulting from estimates shall be adjusted in the year end billing.
- 6.5 Payment of the invoices shall be made within 30 days. If not paid within the agreed upon time interest will be charged on the unpaid balance at 1.5% per month over the established Bank Prime Rate.
- 6.6 The Town of Regina Beach shall undertake emergency repairs and maintenance it considers necessary and report to the Committee within five (5) days of the making the emergency repair. The costs of the emergency repairs are to be shared in the manner set out in appropriate Schedule(s) provided the affected parties were properly notified.

7.0 OWNERSHIP OF FACILITIES

All Parties understand and agree ownership of any and all assets related to facilities or services in this Agreement are those of the Town of Regina Beach unless otherwise designated. (i.e. Village of Buena Vista is named on the titles for the Fire Hall).

8.0 DISPUTES

- 8.1 In all matters not herein provided for or in any dispute between the Parties hereto, or in the event that the Inter-Municipal Utility Committee is unable to arrive at a decision respecting the provisions of this Agreement or any other relevant matter, such matter shall be referred to the respective governing bodies of the Parties who shall negotiate with each other towards affecting a settlement of the matter or dispute. If an agreement is not concluded between the governing bodies application may be made by any Party to the Chairperson of the Saskatchewan Municipal Board for its decision and the decision of the Board shall be final and binding on all Parties.

9.0 TERMINATION

- 9.1 This Agreement in its entirety, or with respect to any one or more of the services and facilities specified in the respective Schedules, may be terminated upon written notice to that effect being served by any Party hereto upon all other Parties to the Agreement.

A handwritten signature in black ink, appearing to be 'M. Miller', is located in the bottom right corner of the page.

9.2 Such termination notice shall be effective on December 31st of the year following that in which it is served so that not less than twelve (12) months notice of such termination shall be provided.

9.3 So long as any matter in dispute has been referred to the governing bodies of the Parties hereto, or to the Saskatchewan Municipal Board as provided for in Section 9.1 hereof, notice of termination as provided in Section 10.1 shall not be given or if given shall not be effective until December 31st in the year following that in which the decision for the matter in dispute has been rendered.

9.4 Upon termination the Party retaining ownership of the affected service of facility shall pay to the withdrawing Party the balance of the withdrawing Party's capital account relating to such services or facility.

10.0 GENERAL

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

10.2 This Agreement and such Schedules as may be annexed hereto from time to time shall constitute the entire Agreement between the Parties hereto. No amendments or modifications shall be effective unless made in writing and duly executed by the Parties of the affected Agreement and/or Schedules.

10.3 Any of the Schedules to this Agreement may be amended from time to time without affecting the remaining Schedules to the Agreement.

10.4 The Parties agree to provide such further assurances and documents as may be required to give effect to the purpose and intent of this Agreement.

11.0 EFFECTIVE DATE

11.1 This Agreement shall take effect and have force on the date of signing hereof.

11.2 Services and facilities described in the Schedules may be made effective between the affected Parties from time to time as specified in the respective Schedules.

11.3 Previous Inter-Municipal Facilities and Services Master Agreements, between the Town of Regina Beach and other party to this agreement are hereby terminated.

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12.0 INDEMNIFICATION

12.1 If at any time any of the Parties is required to pay or becomes liable for more than its proportion of the Party's debts or an obligation arising out of the operation of this Agreement as provided for in this Agreement, that Party shall have as against the other Party or Parties a right of recovery of the appropriate proportion of the payment or indemnification against such liability.

13.0 NOTICES

13.1 All notices shall be served personally or by registered mail to the addresses indicated on the opening page(s) of this Agreement.

14.0 SEVERABILITY

14.1 Each provision of this Agreement is intended to be severable. If any provision is illegal or void, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

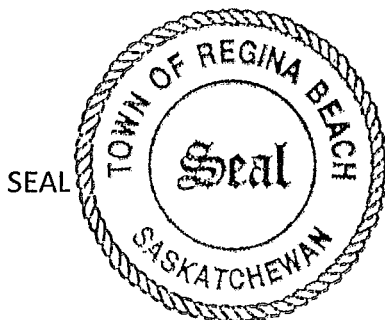
14.2 In this Agreement everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.0 SIGNATURE

IN WITNESS WHEREOF the Parties to this Agreement have hereunto affixed their respective seals under the hands of the proper signing officers of each Party.

Signed this 13 day of December, 2024.

TOWN OF REGINA BEACH



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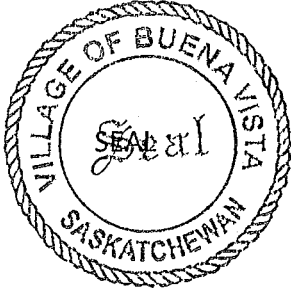
Mayor

[Signature]

Chief Administrative Officer

[Handwritten initials]

VILLAGE OF BUENA VISTA



L. Smith

Mayor

M. A. [unclear]

Chief Administrative Officer

RESORT VILLAGE OF LUMSDEN BEACH

SEAL



[Signature]

Mayor

[Signature]

Chief Administrative Officer Clerk

KINOOKIMAW BEACH ASSOCIATION

SEAL

Wayne [unclear]

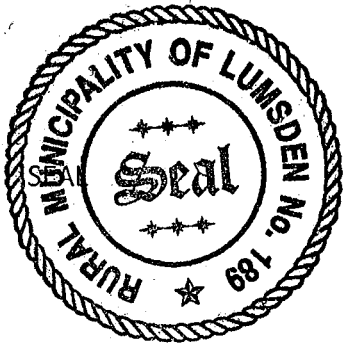
Manager

Matthew [unclear]

Chief Administrative Officer

[Handwritten signature]

R. M. OF LUMSDEN NO. 189



Lady Goddard

Reeve

[Signature]

Chief Administrative Officer

[Signature]