

**AMENDEED AGREEMENT
DELISLE AND DISTRICT FIRE COMMISSION**

MADE EFFECTIVE the 14th day of December, 2004.

BETWEEN:

RURAL MUNICIPALITY OF VANSCOY NO. 345

AND:

VILLAGE OF VANSCOY

AND:

TOWN OF DELISLE

WHEREAS:

- A. Effective January 15, 1985, the above-mentioned parties (together with the Rural Municipality of Montrose No. 315 ("Montrose")) entered into an agreement (the "1985 Agreement") to create the Delisle and District Ambulance and Firefighting Commission (the "Commission");
- B. Effective August 10, 1999, the above-mentioned parties (and Montrose) entered into a new agreement (the "1999 Agreement") to continue the Commission under the name "Delisle and District Fire Commission";
- C. Montrose has withdrawn from the Commission.
- D. The parties are desirous of continuing the Commission, and of altering some of the arrangements underlying the Commission's operations, and of clarifying certain aspects of the relationship between the Commissions and the parties.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Terminology

Pursuant to the 1985 Agreement, and the 1999 Agreement, certain terminology was adopted by the parties. In the interests of clarity, new terminology will be adopted by this agreement, and the meaning of terms defined in this paragraph shall not be subject to any usage of any such term in the 1985 or 1999 Agreement.

Herein, the terms:

- (a) **Alternate Commissioner** shall mean a person appointed by a Member to attend and vote in the absence of a Commissioner appointed by that Member, as further provided in this Agreement;
- (b) **Board** shall mean the Board of Commissioners;
- (c) **Board of Commissioners** shall mean the governing body of the Commission, as constituted pursuant to this Agreement;
- (d) **Chair** shall mean the Chair of the Commission;
- (e) **Commission** shall mean the Delisle and District Fire Commission, as continued by this Agreement;
- (f) **Commissioner** shall mean a member of the Board of Commissioners;
- (g) **Fire Chief** shall mean the senior employee of the Commission, as appointed pursuant to this Agreement, who shall act as Fire Chief for the Commission;
- (h) **Member** shall mean a municipality who is a party to this agreement;
- (i) **Pecuniary Interest** shall mean a pecuniary interest as defined in *The Rural Municipality Act, 1989*.
- (j) **Secretary** shall mean the Secretary of the Commission;
- (k) **Treasurer** shall mean the Treasurer of the Commission;

2. Continuance and Ratification

The Commission is hereby continued under the name "Delisle and District Fire Commission".

All obligations outstanding to the Commission by the parties, and by third parties, as at the effective date of this agreement shall continue. All obligations outstanding by the Commission as at the effective date of this agreement shall continue.

All actions undertaken by the Commission pursuant to the 1985 Agreement and the 1999 Agreement are approved and ratified. This approval and ratification extends to and includes all actions taken by any employee, agent or servant of the Commission.

3. Status and Purpose of the Commission

The Commission shall continue to be an unincorporated association, formed for the

purposes of providing firefighting and rescue equipment and personnel services to each of the Members, in accordance with the terms of this agreement.

4. Governance of the Commission

4.1 Constitution of the Board of Commissioners

The Commission shall be governed by a Board of Commissioners.

Commencing on the effective date, and until March 15, 2005, the Commissioners appointed by each of the Members shall be entitled to the following number of commissioners:

- (a) The Rural Municipality of Vanscoy No. 345 - 3 Commissioners;
- (b) The Village of Vanscoy – 1 Commissioner and 1 Alternate Commissioner; and
- (c) The Town of Delisle – 2 Commissioners and 1 Alternate Commissioner

On the effective date, each member shall notify the Commission as to which persons shall have been appointed Commissioners and Alternate Commissioners by that Member.

Commencing January 1, 2005, and on the first day of each and every year thereafter, the Secretary of the Commission shall, within a reasonable time, obtain the most recent Statistics Canada Census population statistics for each of the members, and shall calculate entitlements for each Member to appoint Commissioners based on the following formula:

POPULATION	NO. OF COMMISSIONERS
0-500	1
501-1,500	2
1,501 and over	3

The Secretary shall circulate to each Member and to the Commissioners and Alternate Commissioners, no later than the next following February 15, the calculation with respect to entitlement.

Where a Member is entitled to appoint less than 3 Commissioners, that Member shall be further entitled to appoint one Alternate Commissioner.

In the event that the entitlement for any Member shall change as a result of the above-mentioned calculation, then the Member shall immediately inform the Commission with respect to who shall be Commissioners and Alternate Commissioners for that member

as a result of the redistribution of entitlement.

The new entitlements made pursuant to this sub-section shall take effect the March 15 immediately following circulation by the Secretary, and shall continue until such time as a new re-distribution shall be warranted.

A Commissioner and an Alternate Commissioner shall hold office from the date the Board of Commissioners is informed of his or her appointment by a Member, until such time as the Board of Commissioners is informed that the Commissioner or Alternate Commissioner's appointment by the Member has been terminated, receives the Commissioner or Alternate Commissioner's resignation, or the Commissioner or Alternate Commissioner's dies or is otherwise incapacitated.

Any member of the Board of Commissioners shall be permitted to hold office (in the aggregate as Commissioner or Alternate Commissioner) for a continuous time, no longer than six years, and upon holding office for that time, the term of any such member of the Board of Commissioners shall stand terminated and the Member responsible for appointing that Commissioner shall appoint a new member in his or her place. When the membership of any person on the Board of Commissioners shall end for this or any other reason, such person shall not be eligible for reappointment for a period of two years.

Commissioners and Alternate Commissioners shall be volunteers. Reasonable out-of-pocket expenses may be paid to a Commissioner or Alternate Commissioner' upon a majority vote of the Commission.

The failure of a Member to appoint a Commissioner or Alternate Commissioner or Commissioners or Alternate Commissioners shall not affect or deprive the Board of Commissioners of any of its rights to govern the Commission in the absence of any such Commissioner or Alternate Commissioner.

Upon appointment, each Commissioner and Alternate Commissioner shall be provided with a copy of this Agreement by the Member appointing the Commissioner or Alternate Commissioner, and the Member shall be responsible for obtaining the written agreement of the Commissioner or Alternate Commissioner to adhere to the terms of this Agreement during the term of their appointment.

4.2 Votes

Commissioners shall be entitled to a single vote each at each meeting at which they attend. In the event that a Commissioner shall be absent from a meeting, the Alternate Commissioner appointed by the same Member as the absent Commissioner shall be entitled to exercise the voting power of the absent Commissioner. In the event that more than one Commissioner appointed by a Member shall be absent, however, the Alternate Commissioner may only cast one vote.

Only Commissioners and Alternate Commissioners entitled to vote at a meeting may

move or second resolutions.

4.3 *Obligations of the Commissioners*

Commissioners are to govern the Commission in accordance with the terms of this agreement and any applicable legislation, municipal, provincial or federal. In fulfilling that mandate, Commissioners are to act honestly, and in good faith. Commissioners are not to attempt to govern the Commission solely in accordance with the interests of the Member which appointed the Commissioner.

4.4 *Meetings of the Board of Commissioners*

Commissioners (voting or non-voting) shall meet once each month of the fiscal year January 1 and December 31, for the purposes of:

- (a) Approving the financial statements for the month,
- (b) Establishing or reviewing the Budget of the Commission for the current calendar year,
- (c) Appointing or replacing the Chair, the Secretary and the Treasurer ,
- (d) Appointing or replacing the Fire Chief for the current year;
- (e) Setting or reviewing compensation to be paid to Officers for the current year; and
- (f) Attending to such other business of the Commission as shall be outstanding at that time.

Any monthly meeting of the Commission may be cancelled upon a majority vote of the Commissioners.

Except as provided otherwise, all meetings shall be called at the direction of the Chair. In the event that the Chair has been vacated or is otherwise unable to act, a meeting shall be called at the direction of the Secretary.

In the event that they should feel a meeting of the Board is required, any three Commissioners (voting or non-voting) may jointly call for a meeting.

All Commissioners, Officers and Members shall receive written notice of all meetings of the Board of Commissioners. Written notice shall be given, setting forth the time, date and location of the meeting, and shall be sent by regular mail (except during a threatened or actual postal strike or disruption), with such notice posted at least 10 days before the date of the meeting. Where all Commissioners, including those not present, agree in writing, however, notice of a meeting may be waived.

4.5 *Appointment of Officers*

Each year, at the first meeting of the Board of Commissioners, the following officers shall be appointed by resolution:

- (a) Chair, who shall be appointed from among the Commissioners;
- (b) Secretary, who may be appointed from outside the number of the Commissioners;
- (c) Treasurer, who shall be appointed from outside the number of the Commissioners; and
- (d) Fire Chief, who shall be appointed from outside the number of the Commissioners.

Officers shall commence holding office immediately upon being elected by resolution. Officers shall hold office until such time as:

- (a) They tender their resignation as an Officer;
- (b) In the case of an Officer who is also a Commissioner, they tender their resignation as a Commissioner or the Commission is notified that the Officer's appointment as a Commissioner has terminated;
- (c) The Officer dies or is otherwise incapacitated; or
- (d) At a meeting of the Board of Commissioners, duly constituted, the Board removes the Officer by resolution.

In the event that an Officer's position is vacated during the course of any year, the Board of Commissioners shall, at its next meeting, appoint a replacement by resolution.

4.6 *Duties of the Officers*

The Chair shall be the chief executive officer of the Commission, and shall be responsible for calling all regular meetings of the Commission. The Chair shall be responsible for conducting all meetings of the Commission, and any joint meeting of the Commission and the Members,

The Secretary shall be responsible for attending meetings of the Commission, whether or not they are a Commissioner. The Secretary shall be responsible for recording accurately the minutes of all meetings of the Commission, and for distributing minutes to all Commissioners and Members within 10 days of each meeting. The Secretary shall, subject to the direction of the Chair, or a call by three Commissioners (voting or non-voting), be responsible to transmit notice of any meeting of the Board, as required by

this Agreement. Where the Secretary is unable or unwilling to send appropriate notice of any meeting, then the person or persons calling the meeting shall be entitled to send notice of the meeting to the Commissioners.

The Treasurer shall be responsible for attending meetings of the Commission and for the maintenance of the financial records of the Commission, including, without limiting the generality of the foregoing, the maintenance of records respecting:

- (a) The assets and liabilities of the Commission;
- (b) The revenues and expenditures of the Commission;
- (c) Requisitions for support grants and payments made by the Members;
- (d) Charges made for firefighting calls, and payments made with respect to such charges; and
- (e) Such other records as may be required by the Board of Commissioners from time to time.

The Fire Chief shall be the chief operating officer of the Commission for firefighting and rescue matters for the Commission, and for each of the Members. The Fire Chief shall be responsible for all aspects of the day to day operation of the Commission including:

- (a) Recruitment;
- (b) Training;
- (c) Succession Planning;
- (d) Conformity to Government Standards;
- (e) Statistical Reporting; and
- (f) Such other duties as may be customarily discharged by the Fire Chief, including such duties as may be assigned to the Fire Chief by resolution of the Commissioners.

Compensation for Officers shall be set by the Board and shall be reviewed on an annual basis.

4.7 Conduct of Business by the Board of Commissioners

All business of the Board of Commissioners shall be transacted at a meeting of the Board.

All meetings of the Board shall be open to attendance by such persons as may be

designated by the Members.

Four Commissioners, or Alternate Commissioners, of at least three shall be Commissioners, shall constitute a quorum. This number may be reduced in the same fashion as for a rural or urban municipal council, in the event a pecuniary interest should be declared by one or more Commissioners.

Except where a meeting of the Board is called by three or more members pursuant to paragraph 4.4, or where the business to be transacted shall be mandated by this Agreement, the business to be conducted at any meeting of the Board shall be first determined by the Chairman. Where the Chairman has determined the business to be transacted and a meeting has convened, however, the Board may add or delete matters of business by resolution.

All matters to be determined by the Board of Commissioners shall be moved and seconded by one of the Commissioners. For clarity, the Chair shall be entitled to a right of motion.

All business of the board shall be transacted by ordinary resolution of the Board. In order to pass, a resolution must receive a majority of the number of votes cast. In the event of a tie, the motion is lost.

Except where a pecuniary interest should arise, all Commissioners present at a meeting must vote on each resolution. Abstention is not permitted. For the purposes of clarity, no Officer who is not also a Commissioner shall be entitled to a vote.

Where a pecuniary interest arises, the affected Commissioner or Commissioners must declare a pecuniary interest and leave the meeting during the time the matter giving rise to the pecuniary interest is under consideration. The Commissioner or Commissioners may not attempt to influence the voting of the Commission in any way. The requirements imposed upon a Commissioner who has a pecuniary interest in a matter before the Commission shall be the same as those imposed upon a councilor pursuant to *The Rural Municipality Act, 1989*, amended as the circumstances shall dictate. Where the Commissioner is also a councilor of one of the Members, that Commissioner must also comply with any other conflict of interest requirements imposed upon him or her pursuant to *The Rural Municipality Act, 1989* or *The Urban Municipality Act, 1984*, as the case may be.

All business of the Board shall be recorded by the Secretary, and minutes recorded by the Secretary shall be deemed final and conclusive upon adoption of the minutes by resolution of the Board.

No expenditures shall be made, except by resolution of the Board.

4.8 *Meetings with Members*

Any three Commissioners (voting or non-voting), or any Member, may call a meeting of the Members and the Board in writing, by following the same procedures required by Commissioners seeking to call a meeting of the Board.

4.9 *Location of Meeting*

The location of any meeting shall be as specified by the person or persons calling the meeting, provided that no meeting may be held anywhere other than within the boundaries of one the Members of the Commission.

5. **Finance and Budgeting**

5.1 *Budget and Levy of Support Grants*

Prior to October 20, each year, the Commission shall by resolution pass a preliminary budget for the following year, to include the following expenses:

- (a) General administrative and other expenses of the Board
- (b) Compensation to be paid to Officers;
- (c) General administrative and other expenses of the Commission;
- (d) General operating expenses of the Commission, including costs of:
 - (i) Planning;
 - (ii) Recruitment and Training;
 - (iii) Licensing and insurance;
 - (iv) Maintenance and operation of facilities;
 - (v) Maintenance and general operation of equipment;
 - (vi) Supplies and utility costs arising from general operation of the Commission.;
 - (vii) Capital acquisitions;
 - (viii) Creation and expenditure of operating or capital reserves; and
 - (ix) Any other expenditure required for the maintenance of readiness of the Commission

The budget shall also set compensation rates for other servants of the Commission. The budget shall set the proposed grant to be requisitioned by the Commission by each of the Members for the coming calendar year.

The preliminary budget shall then be sent for review by each of the Members, prior to November 1.

Between November 1 and December 31, the Members shall review the preliminary budget, providing their comments to the Board of Commissioners.

Thereafter, at the first meeting of the Board of Commissioners, the Board shall establish its budget for the year, including the grant to be paid to the Commission by each of the Members.

The Members shall thereafter grant funds to the Commission in the sum budgeted by the Board. Where circumstances arise, such that the budget requires amending, the budget for the current fiscal year may be amended by resolution of the Commission. No such resolution will have any force or effect, however, unless ratified unanimously by the Members.

5.2 *General Expenditures*

The Commission will thereafter conduct its operations in accordance with the budget. No deficit shall be incurred by the Commission. No funds set forth in the budget shall be used for actual fire or ambulance calls except as permitted by the agreement of the Members.

5.3 *Costs of Fire*

The Commission shall retain a record of all fire calls, including the date of the call, the person originating the call, and the location to which the fire department has been dispatched.

In addition, the Commission shall retain a record of all costs relating to each fire call, including the costs of fuel, supplies, and remuneration for the members of the fire department, together with such sums as may be paid or owing to other fire departments for mutual assistance rendered in the suppression of the fire.

All costs relating to a fire call will be invoiced within 14 days to rural Members where the fire originated. In the event that a fire is located within more than one rural Member, each rural Member shall be invoiced for services provided within the boundaries of that Member. Rural Members will pay all such costs within 45 days of being invoiced.

Where a fire call occurs from outside the boundaries served by the Commission, the Commission shall invoice all costs relating to the fire call to the person requesting the

service, unless a mutual aid agreement exists, permitting the Commission to invoice the costs elsewhere.

Invoices rendered by the Commission shall include, if possible:

- (a) Date and time of the call;
- (b) Name of the person who summoned assistance;
- (c) Owner of the affected property, in the case of a fire call, together with the land description;
- (d) In the case of a fire call, probable cause of the fire; and
- (e) Charges incurred and owing to the Commission.

Funds received from fire calls will be credited toward the costs of that call.

False alarms will be invoiced in accordance with the policy set by the Commission from time to time.

5.4 *Financial Records*

The Treasurer shall be responsible for maintaining the records of the Commission as set forth in paragraph 4.6.

The financial records shall be available for inspection by any Member upon 14 days notice.

5.5 *Financial Statements*

The Commission shall be responsible for the preparation of the Financial Statements of the Commission, which shall include:

- (a) Statement of Assets and Liabilities
- (b) Statement of Revenue and Expenditure;
- (c) Statement of Outstanding Receivables; and
- (d) Such other statements as may be required by agreement of the Members.

5.6 *Audit*

The Financial Statements shall be audited on an annual basis.

The Auditor shall be appointed by unanimous agreement of the members in writing. An Auditor so appointed shall continue to hold office, until such time as the members agree to the Auditor's replacement.

Financial Statements, approved by the Board and Audited shall be presented to the Members no later than March 15 of each year, for the previous calendar year.

6. Operation of the Commission

6.1 *Services Provided*

The Commission shall provide firefighting and rescue equipment and personnel services to each of the Members, in accordance with the terms of this agreement.

It is understood and agreed that the resources available to provide such services may not permit full provision of all services at all times, particularly where service calls should occur at the same time. Accordingly, the Members agree that the Commission shall resolve competing calls for its resources by way of policies adopted by the Commission from time to time.

The Commission may, in its discretion, offer services to other municipalities than the Members, provided that first call on resources shall be reasonably maintained for the Members.

6.2 *Duties of the Commission*

The Commission shall be responsible for recruiting, training and retaining those persons necessary to provide reasonable service to the Members. The Commission shall be responsible for payment of any compensation to any Officer, Fire Chief or other servant of the commission, except as expressly provided herein, and subject to the right to charge service costs back to the Members as permitted by this Agreement.

The Commission shall be responsible for the acquisition, maintenance, repair and disposition of all supplies equipment and buildings as shall be required to provide reasonable service to the Members. The Commission owns (either by title absolute or as lessee) all supplies, equipment and buildings acquired and not disposed of pursuant to this agreement.

The Commission shall further be responsible for insuring against loss and damage all property owned by the Commission, and for acquiring, through the Members or otherwise, reasonably sufficient liability insurance to protect all servants of the Commission, the Commissioners and Officers, and the Members.

6.3 *Duties of the Members*

The Members shall be responsible for paying all sums owing to the Commission in a timely fashion.

The Members shall be responsible for assisting the Commission in the acquisition or disposition of any supplies, equipment, or buildings in a cost-effective fashion.

The Members, to the extent permitted by law, shall further indemnify and save harmless the Commission, the Commissioners, the Officers and any other servant of the Commission with respect to any third party claim not otherwise covered by insurance placed by the Commission.

7. Withdrawal from Membership

A Member may withdraw from membership in the Commission and terminate its obligations hereunder at any time the Member is in compliance with these provisions of this Agreement, by giving written notice of withdrawal to the other Members, and the Commission.

Notice given hereunder shall be effective six months from the date upon which notice is given. Once given, notice is irrevocable, save unless and until the non-withdrawing members shall agree unanimously to permit its withdrawal.

Upon withdrawal, the interest in the Commission of the withdrawing Member shall be valued as at the date of the withdrawal. In so calculating, the realizable value of the Commission's assets will first be calculated by taking the current cash value of the assets of the Commission and subtracting therefrom the liabilities of the Commission. Thereafter, the proportion of that value to be attributed to the Member's interest will be calculated by multiplying the realizable value of the Commission's assets by the proportion of the overall expenses of the Commission paid by the withdrawing Member from the date the Member became a member of the Commission through to the date of withdrawal (excluding charges made for emergency calls).

Where the interest of the withdrawing Member is a positive balance, that interest shall be purchased by the Commission, in accordance with the terms of this Agreement. Where the interest is a negative balance, the withdrawing Member shall tender the amount of the deficit and shall be released from any further obligations under this Agreement.

The interest of a withdrawing member may be purchased, if the withdrawing Member and the Commission should so agree, by way of the Commission transferring to the Member assets of a value equal to the departing Member's interest.

If no such agreement should be reached, the Commission may purchase the Withdrawing Member's interest by way of five equal annual installment payments by the Commission to the withdrawing Member, together with interest thereon at an annual rate of 5% per annum.

Any interest of the withdrawing Member in the Commission shall cease at the effective date of withdrawal, and any payments to be made by the Commission hereunder shall be shown only as a debt payable owing by the Commission.

In the event that, after the effective date of withdrawal, there should be only one Member left, the Commission shall be dissolved, and all remaining assets of the Commission shall vest in the remaining member, subject to that Member being responsible for paying withdrawing Member(s) in accordance with the terms of this Agreement.

8. Dissolution

Where a Member has given notice of Withdrawal to the Commission, the remaining Members shall have a right of dissolution pursuant to this article.

The right of dissolution shall arise where, within 60 days of a Member giving notice of withdrawal, 50% or more of the remaining Members shall give notice of Dissolution to the Commission in writing. Where such notice is given, any notice of Withdrawal given by a Member, which has not yet reached its effective date, shall be suspended, and the right of any such Withdrawing Member to withdraw shall be at an end.

Where such notice is given, the Commission shall:

- (a) Within sixty (60) days after Notice of Dissolution, appoint a person to act as Liquidator of the Commission;
- (b) Cease operation effective at the end of the calendar year next following the year in which Notice of Dissolution is given.

Immediately after the cessation of operation, the assets of the Commission shall be liquidated, with the proceeds of liquidation first applied against the reasonable expenses and compensation of the Liquidator, then against the outstanding liabilities of the Commission.

At the conclusion of the liquidation process, the liquidator shall constitute a meeting of the Members. With respect to that meeting, the provisions of this agreement, respecting the calling of a meeting by a Member shall govern, amended circumstances shall dictate.

At this final meeting of members, the liquidator shall present the audited financial statements for the final year of operation, and audited financial statements, respecting the liquidation.

Any surplus will thereafter be distributed on the basis of the Member's contribution to the surplus. That contribution will be calculated by multiplying the amount of the surplus by the proportion of the overall expenses of the Commission paid by the withdrawing Member from the date the Member became a member of the Commission through to the

date of withdrawal (excluding charges made for emergency calls). Any deficit will be thereafter distributed on the basis of the Member's contribution to the deficit. The contribution will be calculated by multiplying the amount of the overall surplus or overall deficit.

Unless otherwise agreed by the members in writing, any surplus remaining after liquidation shall be paid to each Member, by liquidator, within forty-five (45) days of the date of this meeting. Unless otherwise agreed in writing by the Members, the Members shall pay their contribution to any deficit to the liquidator (for distribution to creditors) within forty-five (45) days of the date of this meeting.

9. Dispute Resolution

Where a dispute arises from this Agreement, the Members agree that all reasonable efforts will be made to negotiate a solution to the disagreement.

Where a dispute arises from this Agreement which is not expressly or impliedly dealt with herein, such dispute shall be resolved on the basis of what the reasonable expectation of the parties would have been, had they addressed their minds to the matter at the time of the making of this Agreement.

Where any dispute arises, the Members on their own behalf and on behalf of the Commission, hereby agree that the matter will be referred to arbitration, pursuant to the provisions of *The Arbitration Act, 1993*, and that this shall constitute a binding submission to arbitration for the purposes of that Act. The Members further agree that each shall bear their own costs relating to any arbitration process, regardless of the outcome, and that no decision of an arbitration panel may be appealed, except on a point of law.

10. Amendment

This Agreement may be amended by way of written agreement bearing the signatures of all Members.

11. General

It is agreed that:

- (a) Where a gender is employed in this agreement, the opposite gender or both genders may be imported where the context so requires;
- (b) Where the singular is employed the plural may be imported where the context so requires, and vice versa;
- (c) The obligations and rights created by this agreement are personal in nature and may not be assigned to or assumed by any person not a party to this

agreement without the express written agreement of all parties hereto, which consent may be withheld unreasonably by any party,

- (d) This agreement shall be construed in accordance with the laws of Saskatchewan.

IN WITNESS WHEREOF, the Parties have affixed their seals attested to by the hand of their duly authorized officers in this regard this 14th day of December, 2004.



**RURAL MUNICIPALITY OF
VANSCOY NO. 345**

Per: [Signature]

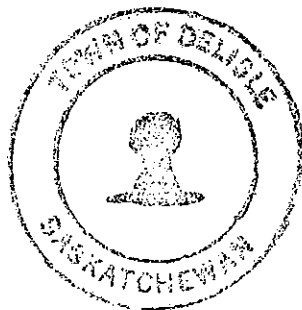
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VILLAGE OF VANSCOY

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TOWN OF DESLISLE

Per: [Signature]

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