

**A Guide to Assist PEI Municipal Councils  
In the Preparation of a  
Chief Administrative Officer Contract**

# Acknowledgement

This *Chief Administrative Officer Contract Guide* is adapted from a similar document prepared by Erika Bates in August 2008 for the Association of Municipal Administrators, Nova Scotia (AMANS). Research in developing of the Guide prepared by Erika Bates, of which much is unaltered on the following pages, involved collecting and analyzing CAO contracts from across Nova Scotia as well as a sample contract from the Canadian Association of Municipal Administrators. Erika Bates original work can be viewed at the AMANS web site: [www.amans.ca](http://www.amans.ca).

Appreciation is extended to the AMANS for allowing for the use of this original material.

## Disclaimer

This *Chief Administrative Officer (CAO) Contract Guide* is meant only to assist municipal Councils in considering some of the matters that might be included when developing an agreement for the employment of a future CAO. The information provided (including the Sample CAO Contract) is not intended to serve as legal advice, nor, in the form and content provided, intended to be used as a legal agreement or contract. Municipalities are advised to consult with their own legal advisors when considering the content of any agreement or legal contract and in seeking advice in complying with provincial and federal statutes and regulations.

The publishers, editors and authors of this Guide acknowledge that errors or omissions may have found their way into this document and its attachments and accept no liability for any claims arising from its use.

## **Introduction**

In many areas of work today, employment relationships have become increasingly litigious. Given this growing reality, it is important that Municipal Councils and Chief Administrative Officers (CAO's) have an employment contract that sets out and clearly articulates the expectations of both parties as to the employment relationship. The contract is legally binding when signed by the CAO and by an authorized representative of the Municipality.

While some employers are hesitant to put employment relationship terms in writing, it is in the interests of both the municipality and the potential employee to have a written contract. A contract is beneficial for the following reasons:

- ✓ It provides both the Employer and Employee with a level of security and certainty in having significant features of the employment relationship defined;
- ✓ If a misunderstanding or a disagreement arises, it reminds the parties of their responsibilities;
- ✓ A written contract provides clear, less controversial evidence to review and interpret if a lawsuit were to occur.

This guide will discuss some of the common clauses in an employment contract for a Chief Administrative Officer as well as provide a sample contract. The sample contract is only provided as a "Best Practice" Guide and if the CAO and Council decide to enter into a written agreement, both sides should consult with their lawyer to ensure the legality of the specific contract.

## **Provisions to Include in the CAO Contract**

The following are important provisions to consider including in an employment contract for a municipality's CAO:

### **1) Purpose of contract**

The purpose is generally a simple statement explaining why the parties are entering into an agreement.

### **2) Position and Effective Date**

It is important that the employment contract specify the position and effective date of the appointment. This clarifies the job title and start date for the employee.

### **3) Duties**

The contract can include a listing of the most significant job duties in the main body of the contract or a job description can be attached as a schedule of the contract. A review of CAO contracts suggests the latter is the preferred option. It may also be worthwhile to consider introducing a CAO By-Law establishing the duties of the CAO and referring to the by-law in the contract.

#### **4) Term of Employment**

The term of employment establishes the period in which the employee is employed. Some municipalities use an indeterminate term while others use fixed terms. There are advantages for both the employer and employee in using fixed terms. By setting a fixed term, it limits the employer's ability to terminate the employee before the contract expires. This provides some security for the employee if the employer determines they want out of the contract. The employee would be entitled to full wages for the remainder of the contract.

By the same reasoning, if Council is not satisfied with the CAO's performance, the employer simply does not renew the contract. These are all important considerations when negotiating a contract.

In fixed-term contracts, it is essential to clearly specify the conditions for renewal or extension. Also, if the contract employee works even one day beyond the term specified in the contract, that employee automatically becomes a permanent employee. ([http://www.employment-lawyers.ca/written\\_empl\\_contract.html#term](http://www.employment-lawyers.ca/written_empl_contract.html#term))

There are also advantages for using an indeterminate term for the purposes of establishing a more secure employment relationship, mirroring non-union staff arrangements and avoiding periodic uncertainty and debate about contract renewal or termination.

Please note that the sample contract provided is an example of a fixed term contract. This section of the contract would need to be amended if an indeterminate term is preferred.

#### **5) Termination of Employment**

This clause is likely to come under the most scrutiny in a court setting if there is an issue surrounding the termination of an employee. It is important to clearly define how the employment contract can be terminated by both the employer and employee. The termination clause should include a definition of cause for dismissal as well as the amount of notice or pay in lieu required to terminate the employee without cause

#### **6) Termination by the Employee**

Many CAO contracts contain provisions requiring CAOs to provide 30-60 days notice of termination to the employer.

## **7) Termination of Employee Without Cause**

When an employer does not have cause to terminate, the employer must provide the employee with sufficient notice or pay in lieu. Legislation in PEI establishes labour standards and states how much minimum notice is required to an employee. If an employee believe there is reason for a lawsuit against the employer, legal avenues can be pursued.

In Nova Scotia municipal contracts the amount of pay in lieu given to the CAO ranges from six to twelve months of pay in lieu of notice during the first year of the contract. During subsequent years of the contract, CAO's have successfully negotiated being paid anywhere from twelve months pay in lieu to the initial amount for the first year as well as one month salary for each year completed beyond two years to a total maximum of 24 months salary.

## **8) Termination of Employee for Cause**

It is difficult to provide a list of all activities that would constitute cause, but, as a generalization, an employer can terminate an employee for cause when they can demonstrate that they have:

- ✓ made their expectations clear to the employee;
- ✓ warned the employee to change their behaviour;
- ✓ warned the employee that not improving their behaviour could lead to their being fired

## **9) Remuneration**

The remuneration section should contain detailed information about the amount of compensation as well as the process for obtaining an increase. Municipalities vary in their approach to compensation. Some agree to increase the salary by inflation each year while others prefer to base salary increases on performance reviews or a combination of both.

## **10) Performance Reviews**

It is important to specify in the contract when performance reviews will take place. This provides accountability for the municipality to evaluate the CAO's performance and determine salary increases if appropriate. Likewise, performance reviews provide the CAO with an opportunity to voice any concerns and receive feedback from Council about their perceived performance.

## **11) Benefits**

The contract should also be used to detail the benefits to which the employee is entitled. This may include information about pension plan, life insurance, health plan, sick leave, employee assistance programs etc... The contract should specify when these benefit programs come into effect. Many times the effective date can be several months after the employment start date.

## **12) Vacation**

The contract should specify the amount of vacation the employee is entitled to as well as the number of years of service required to increase the amount. The contract should also state if unused vacation days can be carried forward to the following year.

## **13) Hours of Work**

This section should detail the expectations surrounding hours of work. Many municipalities specify that the CAO is required to work regular office hours as well as varied hours in the evenings and on weekends. The contract should also spell out if the additional hours the CAO works can be used towards time off in lieu.

## **14) Professional Development**

It is common for contracts to state the professional memberships and training and development opportunities the municipality will cover. Municipalities may want to consider requiring CAOs to join and to participate in the annual conferences of the Association of Municipal Administrators of Prince Edward Island and the Canadian Association of Municipal Administrators. There is also merit in considering any professional development courses that should be taken by the CAO in the first several years of employment.

## **15) Expenses and Credit Card**

Frequently, a clause is included in the contract stating that the Municipality will reimburse the employee for all business related expenses. If the employee will be provided with a corporate credit card, the policy surrounding the use of this credit card should be referenced.

## **16) Residency**

Some municipalities have residency requirements for employees. If this is the case, it should be stated in the contract. Note that there are legal concerns about including residency in a contract that should be reviewed with the municipal solicitor.

## **17) Relocation and Temporary Accommodation**

If an individual is moving to the municipality in order to accept the position of CAO, it is possible for the employee to negotiate having the expenses covered by the Municipality. Allowable expenses and maximum reimbursement should be clearly stated in the contract.

## **18) Outside Employment**

Conditions surrounding outside employment are important to include. This can prevent potential problems with employees claiming they were unaware of their restrictions. Employers must determine if they want to prohibit any outside work or potentially allow employees to perform consulting work outside of Prince Edward Island.

## **19) Conflict of Interest**

To prevent a potentially damaging situation for the Municipality, a conflict of interest clause is highly encouraged. The contract should include a clause about the employee's responsibility for avoiding personal conflicts of interest as well as their responsibility to disclose to Council any potential conflicts of interest.

## **20) Confidential Information**

In the role of CAO, the employee will gain access to confidential information. It is important to make it clear in the contract that the employee is not permitted to breach the confidentiality without express permission by Council. This will limit any potential misunderstandings surrounding confidentiality.

## **21) Security and Background Clearance**

Some contracts contain clauses making the employment contract conditional on satisfactory security and background clearance check on the employee. Employers may also want to consider performing this step prior to the employment contract stage.

## **22) Notice**

It is common practice to include a Notice Section in the contract. Notice is defined as the advance warning that a person is about to be dismissed or leaving his or her job. This section sets out the methods for delivering notice and the times the notice is deemed to be received. It also outlines the addresses written notice is to be given to either the employee or employer.

## **23) Amendments**

The contract should specify the terms for amending the agreement.

## **Conclusion**

A good contract will set out the parameters for Council and the CAO. These will go a long way to foster a harmonious working relationship. Furthermore, it provides protection to both Council and the CAO.

The attached "Sample Contract" provides a "Best Practices" review of over twenty CAO contracts from across Nova Scotia. This should be used as a guide and any final agreement should be reviewed by lawyers representing Council and the CAO.

# Sample CAO EMPLOYMENT Contract

**THIS AGREEMENT** made as of the \_\_\_\_\_day of \_\_\_\_\_2008

## **BETWEEN**

The Municipality of Somewhere, a body corporate (herein after called the "Municipality")

## **OF THE FIRST PART**

## **AND**

Jonathan CAO (hereinafter called the "Employee")

## **OF THE SECOND PART**

## **WHEREAS**

A) the Municipality requires the services of a Chief Administrative Officer (the "C.A.O.")

## **AND**

B) the Employee wishes to serve as the Municipality's C.A.O.

**THEREFORE** this Agreement witnesses that in consideration of the mutual covenants herein contained, the parties agree as follows:

### **1.0 PURPOSE**

This Agreement is an employment contract to employ the CAO of the Municipality.

### **2.0 TERM OF EMPLOYMENT**

The term of employment shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_ (month) (year).

### **3.0 EXTENSION OF INITIAL TERM**

The term of employment may be extended for additional \_\_\_\_\_ (years) at a time (the "Extension Period(s)"), upon mutual written consent of the parties exchanged in the following manner:

- i) the Municipality shall no less than sixty (60) days prior to the expiry of the Term, or any extension Periods, as the case may be, issue a written notice to the Employee that it wishes to further extend this Agreement (the "Notice to Extend"), said Notice to Extend to include notice of any revision or increase of salary or benefits.
- ii) The Employee shall provide a written answer to the Municipality within fifteen (15) days of receipt of the Notice to Extend whether or not he/she agrees to extend.

#### **4.0 NON RENEWAL BY THE MUNICIPALITY**

Should the Municipality elect not to extend this Agreement, the Employee shall be entitled to receive by way of compensation, the sums and benefits in accordance with section 6 of this Agreement. Should the Employee not consent to extend this Agreement in accordance with the terms contained in the Notice to Extend, the Employee shall not be entitled to the compensation aforesaid, provided however, if the Notice to Extend proposes terms less favourable to the Employee than the terms of his/her employment under this Agreement, (it being understood that changes may be made to benefits provided such changes remain consistent with those provided by the Municipality to its non-unionized staff in accordance with those sections) then the Employee may elect not to consent to extend this Agreement and to receive the same compensation he/she would be entitled to receive if the Municipality elected not to extend this Agreement.

#### **5.0 DUTIES**

The duties and responsibilities of the Employee (the "C.A.O.'s Duties") shall be those set out in the Municipalities Act and in the Bylaws, Policies and Job Description of the Municipality as may be amended from time to time, and such responsibilities or duties as determined by Council or as reasonably required by the C.A.O. to effectively perform the duties of the office. The job description is attached hereto and marked Exhibit "A".

#### **6.0 TERMINATION OF EMPLOYMENT**

At any time prior to \_\_\_\_\_201\_\_ the Council of the Municipality may terminate the employment of the CAO in accordance with the following:

- a) any time during the first six months of the term (probation period), if Council is not satisfied with the CAO's performance, on two weeks notice
- b) without just cause by providing the CAO with six (6) months' written notice of termination of this Agreement together with one (1) months' written notice for each year of employment, or payment of six (6) months' base salary together with one (1) months' base salary for each year of employment, in lieu of such notice.
- c) The CAO agrees that the notice or payment required by this section represents the CAO's complete entitlement, including all claims to reasonable notice or reasonable

payment in lieu of notice, upon termination of the CAO's employment without just cause.

- d) for just cause at any time, without notice, and without any payment of any remuneration to him/her whatsoever, save and except remuneration actually earned to the date of such termination; and without limiting the reasons upon which dismissal for just cause could be based, dismissal for just cause shall be deemed to include any one of the following events:
  - (1) if the CAO has committed any act of dishonesty or has been negligent in any material way in the performance of his or her duties under the terms of this Agreement, or has committed any act of serious misconduct.
  - (2) if the CAO has been convicted (or entered into a plea bargain admitting criminal guilt in any criminal proceeding that may have a material adverse impact on the Employer's reputation and standing in the community.
  - (3) if the CAO has become bankrupt or made any arrangement with or for the benefit of his/her creditors generally unless such bankruptcy or arrangement is attributed to the failure of a named party to pay indebtedness to the CAO when due; or
  - (4) if the CAO has failed to comply in any material way with any of the provisions of this Agreement.

For these purposes, no act or failure to act shall be considered "willful" unless it is done, or omitted to be done, in bad faith without reasonable belief that the action or omission was in the best interest of the Employer. In the event corrective action is not satisfactorily taken by the Employee, in each case as determined by the Council, as described above, a final written notice of termination shall be provided to the Employee by the Employer.

## **7.0 REMUNERATION**

The salary of the C.A.O. as Chief Administrative Officer is (\$ amount) per year for the first year of the term of this Contract. The salary, subject to normal statutory deductions, is paid in accordance with normal Municipal payroll practices. The Municipal Council shall review the salary of the CAO annually before the anniversary date of this Employment Contract. Such review shall include, but need not be limited to, the appraisal of the CAO's performance during the previous year, any provincial legislation which imposes restrictions on compensation levels of Municipal employees, the level of salary increments granted to other similar positions in the Municipal Government field in Prince Edward Island, and changes in the cost of living. At its sole discretion, the Council of the Municipality, on the basis of this review, may increase the salary for the CAO for the then following year of this Employment contract.

## **8.0 ANNUAL PERFORMANCE REVIEW**

The Employer shall perform an annual review of the Employee's performance. The review shall take place every year during the currency of this agreement during the same month that this Agreement was executed. Performance reviews shall be conducted in accordance with criteria developed between the Employer and Employee.

Performance review criteria shall be developed by the Employer and Employee within sixty (60) days of executing this Agreement and for every other year during the currency of this Agreement. Performance review criteria shall be set no later than sixty (60) days following the completion of the previous years performance review.

The Employee shall be apprised of the results of the performance review and shall be given an opportunity to provide written comments to the Employer.

## **9.0 BENEFITS**

The Municipality shall provide the Employee with the following additional benefits on a basis that is consistent with those same benefits provided by the Municipality to its non-unionized staff:

(a) life insurance; (b) long-term disability insurance; (c) sick leave; (d) group medical and dental insurance; and (e) any other benefits, or enhancement to existing benefits, currently, or at any time during the period this Agreement is in effect, consistent with and customarily made available by the Municipality to its non-unionized staff.

The Employee acknowledges and agrees that benefits are currently funded on a (% or \$ amount) cost sharing arrangement between the Municipality and its non-union employees, which cost-sharing arrangement will be applicable to the Employee. The Cost Share Arrangement shall be adjusted, as necessary, to reflect the funding arrangement in place, at any given time, between the Municipality and its non-union staff. The Municipality will obtain a waiver of the standard waiting period to join the plan.

## **10.0 PENSION PLAN**

The Employee will be required to join the pension plan of the Municipality costing details of which will be provided to the Employee. Should the Employee prefer to not join the pension plan the Employer will look at how this may be accommodated. If the Employer is able to exempt the Employee from the pension plan, the Employer would then provide the Employee with an RRSP contribution each year, equivalent to that of the Employer's pension plan.

## **11.0 VACATION**

The Employee shall be entitled to (number to be inserted) weeks vacation during each full year of completed employment and to a prorated portion of vacation should employment terminate for any reason or cause prior to the completion of the year, subject to the following:

- i) for the purposes of this section, a year of employment shall mean the twelve (12) month period following the enactment of this Agreement;
- ii) accumulated vacation time may be carried forward for six (6) months but not thereafter, unless otherwise approved by the Mayor or Council Chair on behalf of Council; and
- iii) leave for vacation shall be subject to the prior approval of the Mayor or Council Chair on behalf of Council, which approval shall not be unreasonably withheld but shall take into account the need for the timely performance of the Employee's responsibilities; it being understood and agreed by the Employee that notwithstanding the foregoing, vacation time taken at any one period shall not exceed three (3) weeks, consecutive or otherwise, within any six (6) week period.

## **12.0 HOURS OF WORK**

- i) The Employee shall work at a minimum such hours as required of other management personnel pursuant to the Employer's personnel policy.
- ii) Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same as is required.

The Employee shall not be paid overtime but shall be entitled to take reasonable time off in lieu of overtime pay, provided that in the first year of his or her employment, entitlement to time off in lieu is not available until the Employee has earned in excess of 105 hours' overtime and in the second and subsequent years until the Employee has earned in excess of 35 hours' overtime.

## **13.0 PROFESSIONAL DEVELOPMENT**

The Employee shall participate in appropriate professional associations including but not limited to AMAPEI (Association of Municipal Administrators of Prince Edward Island) and CAMA (Canadian Association of Municipal Administrators). The Employee will be expected to regularly attend meetings of AMAPEI with the reasonable expenses for such attendance to be borne by the Employer, including membership fees and dues. Attendance of the Employee in other such organizations will be at the discretion of the Employer as deemed appropriate in the performance of the Employee's duties. The Employer shall reimburse the Employee for all reasonable expenses incurred in travel for the Employer, attending the annual conference of his or her provincial professional association, educational courses and meetings of the local chapter of his or her professional association upon presentation of appropriate expense reports.

## **14.0 EXPENSES**

The Municipality shall reimburse the CAO for all authorized business expenses that he/she incurs in the course of employment. In addition, the Municipality agrees to provide the CAO with a credit card for his/her use only for authorized business expenses, under the provisions of the Municipality's policy on the supervision of expenditures made on behalf of the Municipality.

## **15.0 RELOCATION**

The Municipality shall reimburse the C.A.O. for relocation expenses incurred to relocate his or her residence from (\_\_\_\_\_) to (\_\_\_\_\_) to the maximum amount of (\$ amount) OR the Municipality is prepared to reimburse relocation and temporary accommodation expenses for the Employee and his or her family to a maximum reimbursement of (\$ amount) exclusive of both categories of expenses. Allowable expenses for relocation and accommodation include:

- i) moving fees including packing, unpacking, freight and storage related to the movement of furniture and other contents of the Employee's household;
- ii) travel to search for housing;
- iii) Real estate commissions not exceeding prevailing rates;
- iv) Appraisal fees; mortgage penalties; and legal fees related to the sale of the Employee's existing home;
- v) Legal fees including recording and survey fees, deed transfer tax, and home inspection fees related to the purchase of a new home;
- vi) Temporary accommodation costs up to (date), subject to a maximum of (\$ amount)

Expenses must be substantiated with appropriate invoices or receipts. In the event the Employee ceases to be employed with the Municipality within two (2) years of the Effective date hereof, except in the event of termination of employment by the Municipality without just cause, the Employee shall refund to the Municipality the pro-rated amount of the relocation expenses, pro-rated by 1/24 per month remaining before the completion of two (2) years employment with the Municipality.

## **16.0 OUTSIDE EMPLOYMENT**

The CAO will faithfully, honestly and diligently serve the Municipality and will devote his/her whole time and attentions to such employment. Notwithstanding the foregoing, during the term of employment with the Municipality, the CAO may be involved in work outside of this/her role as CAO such as having entered into a service contract with a third party or engaging in an

ownership capacity either directly or indirectly with any private business so long as it does not conflict with their responsibilities as CAO or with the interests of the Municipality.

#### **17.0 CONFLICT OF INTEREST**

The Employee acknowledges and agrees that he/she is responsible to avoid any personal conflict of interest in respect of contracts, hiring, purchases or any other municipal business in which he is involved as CAO. In the exercise of that responsibility, the Employee undertakes to make full and timely disclosure to Council of any potential conflict of interest he may have respecting any such municipal business.

#### **18.0 CONFIDENTIAL INFORMATION**

The Employee shall not, directly or indirectly, without the approval of the Employer:

- i) disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the Employer to the detriment of the Employer howsoever obtained;
- ii) divulge to any person, firm or corporation any invention, process, technique, program, service of the Employer, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of his or her employment or in the course of his or her employment;
- iii) divulge to any person, firm or corporation any of the financial affairs of the Employer.

#### **19.0 SECURITY AND BACKGROUND CLEARANCE**

This employment contract is conditional on a satisfactory security and background clearance check on the Employee by the Municipality.

#### **20.0 NOTICE**

Any notice required or permitted to be given or delivered hereunder by either party shall be in writing and shall be given by any of the methods set out immediately below, and any notice so given or delivered shall be deemed to have been received in the times indicated:

- a) by hand- immediately; b) fax- on the next business day subsequent to sending; c) prepaid registered mail- five (5) days after mailing it; d) courier- upon signed acceptance.

Notices to parties shall be given in writing at the following addresses:

The Mayor/Council Chair  
Name and Civic Address of Municipality

The Employee  
Home Civic Address of Employee

## **21.0 AMENDMENT**

Amendment of this Agreement shall only be by written agreement.

## **22.0 INTERPRETATION OF AGREEMENT**

A reasonable attempt shall be made by all parties, before seeking legal action, to resolve any issues that may arise out of the application, interpretation or administration of this Agreement

## **23.0 GENERAL PROVISIONS**

This Agreement contains all the terms and conditions of the Agreement between the parties and supersedes all previous agreements, correspondence, documentation and discussions. This agreement does not constitute a renewal or extension of any other agreements which may have previously existed.

Except as otherwise indicated within this Agreement, all the provisions of this contract are to be construed as covenants and agreements as though the wordings importing such covenants and agreement were used in each separate paragraph hereof.

Headings used in this Agreement are inserted solely for convenience of reference, and do not form a part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

If, for any reason, any provision of this Agreement, other than any provision which is of fundamental importance to the arrangement between the parties, is to any extent held or rendered invalid or unenforceable, then the particular provision shall be deemed to be independent of and severed from the remainder of this Agreement and all the other provisions of this Agreement shall, nevertheless, continue in full force and effect.

The failure of any party to insist upon the strict performance by any other party of its obligations hereunder shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect.

No covenant or condition of this Agreement may be waived by any party except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever no matter how long shall not constitute a waiver of the covenant or condition, and until performed or waived in writing that party shall be entitled to invoke any remedy available to that party under this Agreement or by law, despite forbearance or indulgence.

On termination of this Agreement the Employee shall immediately resign any position, office (including directorships) and memberships attained or held for the purpose of representing the

Municipality in his or her capacity as an employee of the Municipality, unless otherwise approved by Council in writing.

The Employee acknowledges that he/she has read and understands this Agreement, and acknowledges that he/she has had the opportunity to obtain independent legal advice with respect to it.

This Agreement shall be interpreted, construed and governed by the laws of the Province of Prince Edward Island.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement on this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Position of Authorized Representative of  
the Municipality)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Person Assuming the CAO Position

**PROVINCE OF PRINCE EDWARD ISLAND**

**I HEREBY CERTIFY** that on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 201\_\_\_\_, \_\_\_\_\_ a duly authorized signing officer of the Municipality, one of the parties hereto, signed, sealed and delivered the same in my presence.

\_\_\_\_\_  
**A Commissioner of the Supreme Court  
Of the Province of Prince Edward Island**

**PROVINCE OF PRINCE EDWARD ISLAND**

**I HEREBY CERTIFY** that on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 201\_\_\_\_, that \_\_\_\_\_, one of the parties hereto, signed, sealed and delivered the same in my presence.

\_\_\_\_\_  
**A Commissioner of the Supreme Court  
of the Province of Prince Edward Island**