

AGENDA

SPECIAL MEETING OF COUNCIL



Thursday, April 9th, 2020
9:15 a.m.
Via GoToMeeting

To ensure the practice of proper social distancing measures, and to help prevent the spread of COVID-19 in the community, Council Meetings will take place through electronic means only and will not be physically open to the public. All Meetings will be recorded and will be made available to the public upon request. The minutes will remain the official record of meetings.

1. CALL TO ORDER

- i) Roll Call
- ii) Approval of Agenda

2. DISCLOSURE OF PECUNIARY INTEREST

3. MINUTES OF THE PREVIOUS MEETING

4. DEPUTATIONS

5. CLOSED MEETING

20- NOW THEREFORE BE IT RESOLVED that Council move into a CLOSED MEETING at _____ a.m./p.m., pursuant to Section 239(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

OPEN MEETING

20- NOW THEREFORE BE IT RESOLVED that Council move out of a CLOSED MEETING at _____ a.m./p.m.

6. UNFINISHED PLANNING BUSINESS
7. OFFICIAL PLAN/ZONING AMENDMENTS
8. CONSENT APPLICATIONS
9. SITE PLAN CONTROL
10. SHORE/CONCESSION ROAD ALLOWANCES
11. REPORT OF THE CHIEF ADMINISTRATIVE OFFICER
12. REPORT OF TASK FORCES/COMMITTEES
13. CORRESPONDENCE
14. OTHER BUSINESS
 1. Emergency Management
 - i) Provincial Declaration of Emergency
 - ii) Municipal Declaration of Emergency
 - iii) Municipal Operations
 - Administration Staff
 - Operations Staff
 - Facilities
 - Holiday Cove Marina
 - Pointe au Baril Community Centre
 - Water Access Sites
 - iv) Planning
 - v) Building
 - vi) Finance
 - 2020 Budget
 - Taxes and Deferral of Penalty and Interest
 - vii) Operations
 - Skerryvore Road Project

2. Future Council Meetings

- 20- **NOW THEREFORE BE IT RESOLVED** that Council hereby approves the following meetings for April to June 2020, which will replace the previous schedule, approved on September 20, 2019:

Council Meetings – April 23rd, May 21st, June 18th
Committee of the Whole Meetings – May 7th, June 4th

15. BY-LAWS

i) Amendment to Procedural By-law 2017-07

Pages: 1-2

20- Being a By-law to amend By-law 2017-07, being a By-law for governing the calling, place and proceedings of meetings of Council, Task Forces and Committees of Council for the Township of The Archipelago.

ii) Mutual Assistance Agreement - West Parry Sound Municipalities

Pages: 3-18

20- Being a By-law to authorize the renewal of a Mutual Assistance Agreement between The Corporations of the Township of Carling, Municipality of McDougall, Township of McKellar, Town of Parry Sound, Township of Seguin, Township of The Archipelago and Municipality of Whitestone.

16. QUESTION TIME

17. NOTICES OF MOTION

18. CONFIRMING BY-LAW

20- Being a By-law to Confirm the Proceedings of the Special Meeting of Council held on April 9, 2020.

19. ADJOURNMENT

THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO

BY-LAW NO. 2020-

A By-law to amend By-law 2017-07, being a By-law for governing the calling, place and proceedings of meetings of Council, Task Forces and Committees of Council for the Township of The Archipelago

WHEREAS the Municipal Act, 2001, S.O. 2001, c 25, section 238 as amended, requires that every municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings;

AND WHEREAS on March 19th, 2020 the Province on Ontario enacted the Municipal Emergency Act, 2020 to amend the Municipal Act, 2001 to enact section 238 (3.3) and 238 (3.4) to permit meetings to be held electronically during an emergency declared pursuant to the Emergency Management and Civil Protection Act;

AND WHEREAS on March 17th, 2020 a Declaration of Emergency was made by the Province of Ontario, pursuant to section 7.0.1 of the Emergency Management and Civil Protection Act related to COVID-19;

AND WHEREAS Council deems it expedient to amend By-law 2017-07;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO ENACTS AS FOLLOWS:

1. By-law 2017-07 is hereby amended as follows:

- i) Section 1.0 DEFINITIONS is hereby amended by adding a new provision:

#23 "ELECTRONIC MEETING" shall mean a Meeting where any Member is not physically present but participates via electronic means of communication; "electronic means" can include but is not limited to video conference and/or audio conference, but does not include written communication such as email or instant messaging."

- ii) Section 1.0 DEFINITIONS is hereby amended by adding a new provision:

#24 "EMERGENCY" shall mean any period of time during which an emergency has been declared to exist in all or part of the Township of The Archipelago by the Reeve or all or part of the Province under sections 4 or 7.0.1 of the Emergency Management and Civil Protection Act."

- iii) Section 4.0 "MEETING OF COUNCIL" is hereby amended by adding a new provision:

#9. "Members shall be physically present at the meeting to participate and shall not be permitted to participate electronically, except where otherwise permitted by this by-law."

iv) Section 20.0 PROCEEDINGS IN CLOSED MEETING is hereby amended by adding a new provision:

#9. "Members shall be physically present at a closed meeting to participate and shall not be permitted to participate electronically except where otherwise permitted by this by-law."

v) Addition of Section 26.0 ELECTRONIC PARTICIPATION DURING EMERGENCIES, as follows;

26.0 ELECTRONIC MEETINGS DURING A DECLARED EMERGENCY

26.1 A regular meeting, special meeting or closed meeting of Council or Committee may be conducted by an Electronic Meeting during an Emergency, in accordance with this Section and any Emergency Electronic Meeting Protocol, as developed and amended as necessary by the Clerk.

26.2 Members participating in an Electronic Meeting shall be counted for the purposes of quorum at the commencement and at any point in time during the meeting, and shall be entitled to vote through a vote recorded by the Clerk, as if they were attending the meeting in person.

2. That this By-law is enacted at a Special Meeting in accordance with 238 (3.4) of the Municipal Act, 2001, as amended, and shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this 9th day of April, 2020.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO

BY-LAW NO. 2020-

Being a By-law to authorize the renewal of a Mutual Assistance Agreement between The Corporations of the Township of Carling, Municipality of McDougall, Township of McKellar, Town of Parry Sound, Township of Seguin, Township of The Archipelago and Municipality of Whitestone

WHEREAS Section 13.(3) of the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9, as amended provides that the Council of a municipality may make an agreement with another municipality for the provision of any personnel, service, equipment or material during an Emergency;

AND WHEREAS, The Corporations of the Township of Carling, Municipality of McDougall, Township of McKellar, Town of Parry Sound, Township of Seguin, Township of The Archipelago and Municipality of Whitestone (hereinafter referred to as the "Parties") wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment or material to one or the other within the meaning of the Emergency Management and Civil Protection Act;

AND WHEREAS, the Parties have Emergency Plans pursuant to the Emergency Management and Civil Protection Act;

AND WHEREAS, in 2006 the Councils of the Parties, entered into a Mutual Assistance Agreement for mutual aid and assistance through the provision of personnel, services, equipment or material to one or the other;

AND WHEREAS, the Parties wish to renew the Agreement for an additional 10 years;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1. THAT the Mutual Assistance Agreement between The Corporations of the Township of Carling, Municipality of McDougall, Township of McKellar, Town of Parry Sound, Township of Seguin, Township of The Archipelago and Municipality of Whitestone (attached hereto as Schedule "A") is hereby renewed for a period of 10 years, thereby resulting in a new termination date of the 7th day of April, 2030 unless renewed in writing before the end of the renewed Term.
2. THAT the Reeve and Clerk are hereby authorized and directed to execute on behalf of The Corporation and under Seal of The Corporation any documentation required to effect this renewal.
3. THAT this By-law shall come into force and take effect on the final day of passing thereof.

READ and FINALLY PASSED in **OPEN COUNCIL** this 9th day of April, 2020.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

THIS MUTUAL ASSISTANCE AGREEMENT made this 1st
day of April , 2020.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF CARLING

and

THE CORPORATION OF THE MUNICIPALITY OF MCDUGALL

and

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

and

THE CORPORATION OF THE TOWN OF PARRY SOUND

and

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

and

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

and

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

(collectively, the "parties")

WHEREAS Section 13.(3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E. 9. (the "Emergency Management and Civil Protection Act") provides that the council of a municipality may make an agreement with the council of another municipality for the provision of any personnel, service, equipment or material during an Emergency;

AND WHEREAS the parties wish to provide for mutual aid and assistance through the provision of personnel, services, equipment or material to one or the other within the meaning of the *Emergency Management Act*;

AND WHEREAS each of the parties has an emergency plans pursuant to the *Emergency Management Act*;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Definitions

1.1 In this Agreement,

1.1.1 “Assisted Municipality” means the municipality receiving aid or assistance pursuant to this Agreement;

1.1.2 “Assisting Municipality” means the municipality providing aid or assistance pursuant to this Agreement;

1.1.3 “Emergency”, “Emergency Area” and “Emergency Plan” shall have the same meanings as in the *Emergency Management Act*;

1.1.4 “Agreement” means this Mutual Assistance Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;

1.1.5 “Requested Party” means the municipality which has been asked for aid, assistance or both pursuant to this Agreement;

1.1.6 “Requesting Party” means the municipality asking for aid, assistance or both pursuant to this Agreement;

1.1.7 “Emergency Command Group” means the organizational entity, as defined in their respective Emergency Plans, responsible for directing and controlling the Assisted Municipality’s response to an Emergency.

2. Role of the Solicitor General

2.1 The parties acknowledge that pursuant to the *Emergency Management Act* the Minister of the Solicitor General for the Province of Ontario is responsible for the administration of the Act and is the principal contact for all Emergencies.

2.2 The Requesting Party also agrees to notify that as soon as is reasonably practicable, Emergency Management Ontario of any request for assistance made under this Agreement.

3. Authorization to Request/Offer Assistance

3.1 Each party hereby authorizes its Chief Administrative Officer/Clerk, or such other senior officer of the party as the Chief Administrative Officer/Clerk has designated (hereinafter "CAO/Clerk") to request assistance, to accept requests for assistance, to offer to provide assistance, or to accept offers to provide assistance pursuant to this Agreement on behalf of that party.

4. Requests for Assistance

4.1 The parties agree that in an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment, or material from any other party.

4.2 The request for assistance shall be made by Incident Command or the delegated Command Group member (Logistics) of the Requesting Party to the CAO/Clerk of the Requested Party. The CAO/Clerk may make the initial request for assistance orally; however, a written request should follow as soon as reasonably practicable. The Requested Party may request such reasonable additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature and amount of assistance to be provided.

4.3 The Requested Party shall respond to the request within 1 day, and may in its sole discretion determine the type and scope, nature and amount of assistance, if any it will provide. The Requested Party may respond to the request orally however a written response should follow as soon as reasonably practicable. (See Section 4.5)

4.4 The agreement to provide assistance shall be confirmed in writing as soon as reasonably practicable using the form set out in Schedule "A" attached hereto. Incident Command or the delegated Command Group member (Logistics) of the Requesting Party shall complete, sign and forward the form to the CAO/Clerk of the Requested Party, who shall then return a

signed copy. The written confirmation shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide.

- 4.5 The parties may by mutual agreement amend the assistance to be provided to the Assisted Municipality under the Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the parties using the form set out in Schedule "A" attached hereto within three (3) days of being agreed upon.

5. Limitations on Assistance Provided

- 5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer alternative suggestions to the assistance that has been requested.
- 5.2 No liability shall arise against the Requested Party if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 5.3 When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 5.4 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance being provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall only be made upon twenty-four (24) hours' notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality immediately without notice.
- 5.5 The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this in writing.

6. Term, Termination and Withdrawal

- 6.1 This Agreement shall be in effect for a period of 10 years from the date on which the last party signs the Agreement unless renewed in writing before then.
- 6.2 Despite any other section of this Agreement, any party may withdraw from and terminate its participation in this Agreement upon sixty (60) days' written notice to the other parties. The effective date of any such withdrawal and termination shall be the end of the notice period. In the event of the withdrawal and termination of any party, this Agreement shall survive and continue among the remaining parties.

7. Costs

- 7.1 The parties agree that there is no charge to receive assistance from the Emergency Command Group under the West Parry Sound Emergency Response Plan 2018. All other costs will be directed to the Assisted Municipality. Such costs shall include all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance including those wages, salaries, overtime and shift premium charges incurred resulting from staffing requirements in its home jurisdiction during the period of the assistance, providing all such costs are reasonable in the circumstances. In addition a flat 10% surcharge of actual wages will be used to offset the costs of benefits.
- 7.2 The Assisted Municipality shall also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, including, but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services and material furnished as assistance to the Assisted Municipality under this Agreement. The Assisted Municipality shall be responsible for the cost of replacing equipment or material furnished by the Assisting Municipality if damaged beyond reasonable repair.

7.3 The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance.

8. Payment

8.1 Payment by the Assisted Municipality for costs incurred for the Assistance provided, shall be subject to the Assisted Municipality's receipt of an invoice from the Assisting Municipality. Such invoice shall set out in sufficient detail the costs actually incurred by the Assisting Municipality in providing assistance, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.

8.2 The Assisted Municipality shall remit payment of the amount owing for the assistance provided within thirty (30) days of the receipt of the Assisting Municipality's invoice.

8.3 Any amount remaining unpaid and outstanding after the thirty (30) day period referred to in sub-section 8.2 of this Agreement shall bear interest at the rate of 1% per month.

9. Employment Relationship

9.1 Despite the fact that the employees, contractors, servants and agents (collectively "the workers") of the Assisting Municipality may be assigned to perform duties for the Assisted Municipality, and the fact that, for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries and expenses of the workers, in all other respects the workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The parties acknowledge and agree that the Assisted Municipality is not to be deemed the employer of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purposes whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I. CPP, etc.

10. Indemnity

10.1 The Assisted Municipality shall indemnify and save harmless the Assisting Municipality from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this Agreement except for damage caused by the negligence of the Assisting municipality or their employees. The indemnity herein provided shall include all costs, including but not limited to duties, dues, accounts, demands, penalties, fines and fees.

11. Insurance

11.1 During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:

11.1.1 have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;

11.1.2 contain a cross-liability clause endorsement and severability of interests clause of standard wording;

11.1.3 name the other parties as an additional insured with respect to any claim arising out of the Assisted Municipality's obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment or material pursuant to this Agreement; and

11.1.4 include a Non-Owned Automobile endorsement.

11.2 During the term of this Agreement, each party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.

11.3 Upon the request of any other party, each party shall provide proof of insurance in a form satisfactory to the requesting party's CAO/Clerk.

11.4 In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

12. Collective Agreements

12.1 Each Party agrees to review the provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each party further agrees to advise the other party as soon as practicable if it becomes aware of any impediments or obstacles to meeting its obligations under this Agreement imposed by its local agreements.

13. Liaison and Supervision

13.1 The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting Municipality to the Emergency Control Group of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Emergency Control Group of the Assisted Municipality. The parties acknowledge that the role of the Liaison Officer shall be to permit communication between the Assisted and Assisting Municipalities. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality, during and after the provision of assistance and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the Emergency or the assistance provided, without the prior written consent of the Assisted Municipality, except as may be legally required.

13.2 The Assisting Municipality shall assign its personnel to perform tasks as requested by the Emergency Control Group of the Assisted Municipality. The Assisting Municipality shall have the right to assign supervisory personnel to operate or supervise the

operation of any of the Assisting Municipality's personnel and or equipment furnished as assistance to the Assisted Municipality. Such supervision shall be in accordance with the instructions of the Emergency Control Group.

14. Information Sharing

14.1 If requested, and subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), each party shall respond to the other party's request for information regarding specified types of personnel, services, equipment or material in the possession of each party that may be used in the provision of assistance under this Agreement. All such information shall be provided without any warranty of any kind as to its accuracy, reliability, usefulness or other characteristics.

15. Food and Lodging

15.1 For the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay a reasonable *per diem* to personnel for any food and lodging purchased by personnel of the Assisting Municipality. The per diem shall be no less than the Assisted Municipality pays to its own employees as a matter of policy or agreement.

16. Notice

16.1 Any, written notice to be given pursuant to this Agreement shall be addressed,

in the case of notice to the Township of Carling, to:

The Chief Administrative Officer/Clerk
The Township of Carling
2 West Carling Bay Road
R.R. 1
Nobel, Ontario
P0G 1G0
Fax: 705-342-9527

in the case of notice to the Municipality of McDougall, to:

The Chief Administrative Officer
The Municipality of McDougall
5 Barager Boulevard
McDougall, Ontario
P2A 2W9
Fax: 705-342-5573

in the case of notice to the Township of McKellar, to:

The Chief Administrative Officer/Clerk
The Township of McKellar
P.O. Box 69, 701 Highway #124
McKellar, Ontario
P0G 1C0
Clerk: 705-389-2842
Fax: 705-389-1244

in the case of notice to the Town of Parry Sound, to:

The Chief Administrative Officer
The Town of Parry Sound
52 Seguin Street
Parry Sound, Ontario
P2A 1B4
Fax: 705-746-7461

in the case of notice to the Township of Seguin, to:

The Chief Administrative Officer/Clerk
The Township of Seguin
5 Humphrey Dr., R.R.#2
Seguin, Ontario
P2A 2W8
Fax: (705) 732-6347

in the case of notice to the Township of The Archipelago, to:

The Chief Administrative Officer/Clerk
The Township of The Archipelago
9 James Street
Parry Sound, Ontario
P2A 1T4
Fax: 705-746-7301

in the case of notice to the Municipality of Whitestone, to:

The Chief Administrative Officer/Clerk
The Municipality of Whitestone
General Delivery 21 Church Street
Dunchurch, Ontario
P0A 1G0
Fax: 705-389-1855

- 16.2 If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the receipt of the fax is confirmed; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.
- 16.3 Any notice given shall be sufficiently given if signed by the CAO/Clerk or by a person authorized by or acting under the direction or control of the CAO/Clerk.

17. Rights and Remedies

- 17.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

18. Binding Effect

18.1 This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.

18.2 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.

19. Incorporation of Schedules

19.1 This Agreement and the attached Schedule "A" embody the entire Agreement.

20. Provisions Surviving Termination

20.1 Sections 2, 5.2, 7, 8, 9, 10, 11, 16, 17, 20, 21 and 22 of this Agreement shall survive termination of this Agreement.

21. Governing law

21.1 The parties agree to be governed by the laws of the Province of Ontario and Canada.

22. Arbitration

22.1 The parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the parties' CAO/Clerks, the CAO/Clerks shall refer the dispute to the respective Heads of Council of the parties for resolution. In the event that the Heads of Council cannot resolve the dispute, either party may, on providing ninety (90) days' written notice to the other, refer the dispute to a third party arbitrator of their mutual choice for resolution. Such arbitration shall be conducted pursuant to the *Arbitration Act, 1991*, S.O. 1991 c. 17, as amended.

SCHEDULE "A"

Mutual Assistance Agreement

I, _____, Chief Administrative Officer/Clerk/Designated Official of _____, duly authorized to do so by the Council of _____, do hereby confirm my request of _____, to provide assistance in the form of

- PERSONNEL
- SERVICES
- EQUIPMENT
- MATERIAL

AS IS MORE PARTICULARLY SET OUT IN DETAIL AS FOLLOWS:

The above confirms the assistance verbally requested on _____, and which assistance _____ has agreed to provide.

Dated at _____ this _____ day of _____, _____,

Chief Administrative Officer/Clerk

(Assisted Municipality)

Confirmed at _____ this _____ day of _____, _____

Chief Administrative Officer/Clerk

(Assisting Municipality)