

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2001-16

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Corporation of the City of Sault Ste. Marie with respect to Provincial Offences Act transfer

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an agreement between the municipality and the Corporation of the City of Sault Ste. Marie, which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 11th day of September 2001.


Reeve


Administrator

THIS AGREEMENT made this 14th day of May, 2001

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as "the City"

- and -

THE MUNICIPAL PARTNERS BEING:

The Town of Bruce Mines
The Township of Dubreuilville
The Township of Hilton
The Village of Hilton Beach
The Municipality of Huron Shores
The Township of Jocelyn
The Township of Johnson
The Township of Laird
The Township of MacDonald, Meredith & Aberdeen Additional
The Township of Michipicoten
The Township of Plummer Additional
The Township of Prince
The Township of St. Joseph
The Township of Tarbutt & Tarbutt Additional
The Corporation of the Town of Thessalon
The Township of White River

Hereinafter referred to as "Municipal Partner"

WHEREAS an inter-municipal service agreement is required to be made in support of a Memorandum of Understanding for the transfer of service delivery for all court administration and court support functions under the *Provincial Offences Act* and prosecutions of matters under Parts I and II of the *Provincial Offences Act*;

AND WHEREAS the parties hereto have agreed to the City of Sault Ste. Marie being the service delivery agent to affect a seamless transition of *Provincial Offences Act* court administration and to sharing the net revenues on a population basis among the Municipal Partners;

NOW THEREFORE the parties hereto agree as follows:

Memorandum of Understanding

1. The City agrees to enter into a Memorandum of Understanding in the form attached hereto and shown as Schedule "A" with the Attorney General for the Province of Ontario to allow the City to act as the service delivery agent for the court administration and court support

functions of the *Provincial Offences Act* and prosecutions commenced under Parts I and II of the *Provincial Offences Act*.

2. The City and each Municipal Partner agrees to be bound by the Memorandum of Understanding so as to maintain the integrity and public confidence in the justice system.

Costs and Revenue

3. The City and each Municipal Partner acknowledge that the estimated costs and revenues provided by the Province of Ontario relating to the *Provincial Offences Act* are estimates only and cannot be relied on as accurate.

4. The City agrees to share the annual net *Provincial Offences Act* revenues and deficits with each Municipal Partner on a population basis. "Population basis" means the population of each individual party to this Agreement divided by the total population of the City and all Municipal Partners multiplied by 100. For the purposes of this Agreement, the population shall be the population for the City and each Municipal Partner as cited in the 1996 Census of Population conducted by Statistics Canada.

5. Quarterly commencing June 1, 2001, the City shall provide each Municipal Partner with its share of the revenue less the costs of court administration, court support, *Provincial Offences Act* prosecutions, and capital expenditures.

6. Quarterly commencing June 1, 2001, the City shall provide to each Municipal Partner a status report on the POA administration and prosecution operations.

7. A Municipal Partner may review and audit the City's Integrated Court Offences Network (ICON) or Integrated Justice (IJ) financial transactions upon 30 days written notice to the City and at the Municipal Partner's own expense.

8. Each Municipal Partner shall continue to be solely responsible for the prosecution of its own by-law offences, including parking by-law offences.

9. Each Municipal Partner shall be entitled to any or all revenue derived from its own by-law convictions and such revenue shall not be included in the *Provincial Offences Act* revenue that is referred to in this Agreement.

Term

10. The contract shall expire on March 1, 2003, but may be renewed for a further three-year period on the written consent of the parties hereto.

Facilities

11. *Provincial Offences Act* prosecutions to be heard in Sault Ste. Marie shall be held at the Civic Centre, First Floor, 99 Foster Drive, Sault Ste. Marie, Ontario, in the municipal courtroom.

12. *Provincial Offences Act* prosecutions to be heard in Thessalon shall be held at 266 Main Street, Thessalon. The City agrees to enter into and maintain a lease with the Town of Thessalon for the use and occupation of the said courtroom space.

13. *Provincial Offences Act* prosecutions to be heard in Wawa shall be held at 40 Broadway Avenue, Wawa. The City agrees to enter into and maintain a lease with the Township of Michipicoten for the use and occupation of the said courtroom space.

Amendment of Agreement

14. This Agreement may be amended by any Party hereto with the written consent of all parties hereto.

Dispute Resolution

15. In the event of a dispute between the City and any of the Municipal Partners, it is agreed that a mediator shall be appointed to hear and resolve the dispute in accordance with the provisions of the *Arbitrations Act*.

Notices

16. Any notice, request, demand or other document, required or permitted to be given or sent or delivered to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- a) delivered personally to the Mayor or Reeve, or Clerk of each municipality;
- b) sent to the party by registered mail, prepaid first-class mail, or
- c) sent by facsimile machine,

to the parties at their respective municipal offices.

Counterparts

17. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Severability

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

Laws of Ontario

19. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Binding Agreement

20. This agreement shall be binding on and enure to the benefit of the successors and assigns of the parties to this agreement.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this agreement by their proper signing officers.

**THE CORPORATION OF
THE CITY OF SAULT STE. MARIE**

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

THE TOWN OF BRUCE MINES

MAYOR – JEAN KETTLES

CLERK – DONNA HUNT

THE TOWNSHIP OF HILTON

REEVE – RODNEY WOOD

CLERK – VALERIE OBARYMSKYJ

THE MUNICIPALITY OF HURON SHORES

REEVE – E. W. LINLEY

CLERK – DEBORAH TONELLI

THE TOWNSHIP OF JOHNSON

REEVE – ELLWOOD McKINNON

CLERK – JO-ANN McDIARMID

**THE TOWNSHIP MACDONALD,
MEREDITH & ABERDEEN ADDITIONAL**

REEVE – LYNN WATSON

CLERK – LYNNE DUGUAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

REEVE – NORMAN HERN

CLERK – KIRSTEN A. YOUNG

THE TOWNSHIP OF ST. JOSEPH

REEVE – LORRAINE AELICK

CLERK – MICHAEL JAGGER

THE TOWNSHIP OF DUBREUILVILLE

REEVE – LÉO RAYMOND

CLERK – MONIQUE OUELLET

THE VILLAGE OF HILTON BEACH

MAYOR – JACK HORE

CLERK – GLORIA FISCHER

TOWNSHIP OF JOCELYN

REEVE – MICHELINE YANDEAU

CLERK – JANET BOUCHER

THE TOWNSHIP OF LAIRD

REEVE – DICK BEITZ

CLERK – PHYLLIS L. MacKAY

THE TOWNSHIP OF MICHIPICOTEN

REEVE – DOUG WOODS

CLERK – CHRIS WRAY

THE TOWNSHIP OF PRINCE

REEVE – LOU MADONNA

CLERK – RACHEL TYCZINSKI

**THE TOWNSHIP OF TARBUTT &
TARBUTT ADDITIONAL**

REEVE – PEGGY WESSELIUS

CLERK – GLENN MARTIN

THE CORPORATION OF THE
TOWN OF THESSALON

MAYOR - WATSON SLOMKE

CLERK - ROBERT P. MacLEAN

THE TOWNSHIP OF WHITE RIVER

REEVE -- ANGELO BAZZONI

CLERK -- M. PARENT LETHBRIDGE