

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2003-5 (α)

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, being an inter-municipal service agreement with respect to Provincial Offences Act

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 8th day of April 2003.

  
Reeve

  
Administrator

THIS AGREEMENT made this 1<sup>st</sup> day of March, 2003

Schedule "A"  
to Bylaw 2003-5

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 most current Census data available.

5. Quarterly commencing June 1, 2003, 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, 2003, 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, 2006, 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 affect 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**

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MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CLERK - DONNA P. IRVING

**THE TOWN OF BRUCE MINES**

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MAYOR – JEAN KETTLES

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CLERK – DONNA HUNT

**THE TOWNSHIP OF HILTON**

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REEVE – RODNEY WOOD

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CLERK – VALERIE OBARYMSKYJ

**THE MUNICIPALITY OF HURON SHORES**

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REEVE – E. W. LINLEY

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CLERK – DEBORAH TONELLI

**THE TOWNSHIP OF JOHNSON**

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REEVE – ELLWOOD McKINNON

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CLERK – JO-ANN McDIARMID

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

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REEVE – LYNN WATSON

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CLERK – LYNNE DUGUAY

**THE TOWNSHIP OF PLUMMER ADDITIONAL**

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REEVE – NORMAN HERN

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CLERK – KIRSTEN A. YOUNG

**THE TOWNSHIP OF ST. JOSEPH**

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REEVE – LORRAINE AELICK

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CLERK – MICHAEL JAGGER

**THE TOWNSHIP OF DUBREUILVILLE**

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MAYOR – LÉO RAYMOND

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CLERK – MONIQUE OUELLET

**THE VILLAGE OF HILTON BEACH**

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MAYOR – JACK HORE

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CLERK – GLORIA FISCHER

**TOWNSHIP OF JOCELYN**

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REEVE – MICHELINE YANDEAU

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CLERK – JANET BOUCHER

**THE TOWNSHIP OF LAIRD**

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REEVE – DICK BEITZ

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CLERK – PHYLLIS L. MacKAY

**THE TOWNSHIP OF MICHIPICOTEN**

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REEVE – DOUG WOODS

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CLERK – CHRIS WRAY

**THE TOWNSHIP OF PRINCE**

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REEVE – LOU MADONNA

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CLERK – RACHEL TYCZINSKI

**THE TOWNSHIP OF TARBUTT &  
TARBUTT ADDITIONAL**

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REEVE – PEGGY WESSELIUS

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CLERK – GLENN MARTIN

**THE CORPORATION OF THE  
TOWN OF THESSALON**

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MAYOR - WATSON SLOMKE

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CLERK - ROBERT P. MacLEAN

**THE TOWNSHIP OF WHITE RIVER**

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REEVE - ANGELO BAZZONI

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CLERK - M. PARENT LETHBRIDGE