

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2009-11

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince regarding Provincial Offences Act transfers.

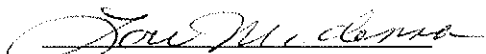
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

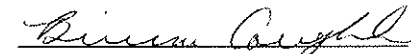
1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Amending Agreement between the Ministry Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".

2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 14th day of April, 2009.


Reeve


CAO/Administrator

RENEWAL OF INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made this 1st day of March, 2009

B E T W E E N:

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

Garden River First Nation

Batchewana First Nation of Ojibways

Hereinafter referred to as "Municipal Partner"

WHEREAS an inter-municipal service agreement dated May 14, 2001 was made between the City and the Municipal Partner 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 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;

AND WHEREAS this agreement has been renewed by the City and Municipal Partners from time to time to allow for the continuous provision of services;

AND WHEREAS the parties hereto agreed to renew this agreement for a further five-year term;

NOW THEREFORE the parties hereto agree as follows:

Memorandum of Understanding

1. The City hereby warrants that it entered into a Memorandum of Understanding executed February 26, 2001 with the Attorney General for the Province of Ontario which allows 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 agree 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 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.
4. Quarterly commencing June 1, 2009, 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.
5. Quarterly commencing June 1, 2009, the City shall provide to each Municipal Partner a status report on the POA administration and prosecution operations.
6. 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.
7. Each Municipal Partner shall continue to be solely responsible for the prosecution of its own by-law offences, including parking by-law offences.
8. 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

9. The contract shall be in effect from March 1, 2009 to February 29, 2014, but may be renewed for a further five-year period on the written consent of the parties hereto.

Facilities

10. *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.

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

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

Amendment of Agreement

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

Dispute Resolution

14. 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

15. 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) delivered personally to the Chief of each First Nation;
- c) sent to the party by registered mail, prepaid first-class mail, or
- d) sent by facsimile machine,

to the parties at their respective offices.

Counterparts

16. 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

17. 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

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

Binding Agreement

19. 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 as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

THE TOWN OF BRUCE MINES

MAYOR – DARREN FOSTER

CLERK – DONNA BRUNKE

THE TOWNSHIP OF HILTON

REEVE – JIM SEE

CLERK – VALERIE OBARYMSKYJ

THE TOWNSHIP OF DUBREUILVILLE

MAYOR – REJEAN RAYMOND

CLERK – MONIQUE OUELLET

THE VILLAGE OF HILTON BEACH

MAYOR – JACK HORE

CLERK – GLORIA FISCHER

THE MUNICIPALITY OF HURON SHORES

MAYOR – E. W. LINLEY

CLERK – DEBORAH TONELLI

THE TOWNSHIP OF JOHNSON

MAYOR – EDITH ORR

CLERK – RUTH KELSO

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

MAYOR – LYNN WATSON

CLERK – LYNNE DUGUAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

MAYOR – BETH WEST

CLERK – VICKY GOERTZEN-COOKE

THE TOWNSHIP OF ST. JOSEPH

MAYOR – JODY WILDMAN

CLERK – MICHAEL JAGGER

**THE CORPORATION OF THE
TOWN OF THESSALON**

MAYOR – DONNA LATULIPPE

CLERK - ROBERT P. MacLEAN

TOWNSHIP OF JOCELYN

REEVE – MARK HENDERSON

CLERK – JANET BOUCHER

THE TOWNSHIP OF LAIRD

MAYOR – DICK BEITZ

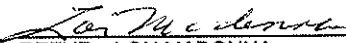
CLERK – PHYLLIS L. MacKAY

THE TOWNSHIP OF MICHIPICOTEN

MAYOR – HOWARD WHENT

CLERK – CHRIS WRAY

THE TOWNSHIP OF PRINCE



REEVE – LOU MADONNA



CLERK – BRIANNA COUGHLIN

**THE TOWNSHIP OF TARBUTT &
TARBUTT ADDITIONAL**

MAYOR – KEN RICHIE

CLERK – GLENN MARTIN

THE TOWNSHIP OF WHITE RIVER

MAYOR - ANGELO BAZZONI

CLERK – M. PARENT LETHBRIDGE

GARDEN RIVER FIRST NATION

CHIEF LYLE SAYERS

COUNCILLOR TERRY BELLEAU

COUNCILLOR MYLES THIBAUT

COUNCILLOR LESLIE ZACK-CARABALLO

COUNCILLOR BLANIE BELLEAU

COUNCILLOR DELLA PERRAULT

COUNCILLOR CAROLINE BARRY

COUNCILLOR PETER JONES

COUNCILLOR DOREEN LESAGE

COUNCILLOR ANDY RICKARD

COUNCILLOR CRAIG SAYERS

COUNCILLOR CINDY JONES

COUNCILLOR JIMMIE LEWIS

BATCHEWANA FIRST NATION OF OJIBWAYS

CHIEF DEAN SAYERS