

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
BY-LAW 2025 - 2

A BY-LAW authorizing the Mayor and the Clerk to renew an Inter-Municipal Agreement with The City of Sault Ste. Marie for Court Administration and Court Support Functions under the *Provincial Offences Act*.

WHEREAS Section 5 (3) of the *Municipal Act*, S.O. 2001, c 25, as amended, provides that municipal powers, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law; and

WHEREAS Section 8 (1) of the *Municipal Act*, 2001, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS an Inter Municipal Service Agreement was made between the City and the Municipal Partners 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 most recent renewal of the Agreement was made in August 2020, which renewed for a period of five (5) years; and

WHEREAS the Parties hereto agree and wish to renew the Agreement for a further period of five (5) years;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of The Township of Tarbutt enacts as follows:

1. THAT the Mayor and the Clerk of The Township of Tarbutt be hereby authorized to execute the above noted Renewal Agreement, attached hereto as Schedule "A", between The Township of Tarbutt and The City of Sault Ste. Marie and other municipal partners for all court administration and court support functions under the *Provincial Offences Act*.
2. THAT the Parties hereto acknowledge and agree that Section 9 of the 2009 Agreement shall be amended to cause the renewal of the 2009 agreement for a future period of five (5) years, commencing on April 1, 2025 and ending March 31, 2030.
3. THAT 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.
4. THAT any previous by-law or resolution, or any section, clause or policy which conflicts with this renewal agreement be and is hereby repealed.
5. THAT this Agreement shall come into force and take effect upon the effective date noted in the attached Schedule.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME and finally passed this Thirteenth day of August, 2025.


Lennie Smith, Mayor


Carol O. Trainor, Clerk