

SCHEDULE "A" TO BY-LAW 2019-8344

AGREEMENT made this 25th day of June, 2019.

B E T W E E N:

THE CORPORATION OF THE CITY OF TIMMINS
(“hereinafter referred to at the “City”)

OF THE FIRST PART

-and-

THE MATTAGAMI REGION CONSERVATION AUTHORITY
(hereinafter referred to as the “MRCA”)

OF THE SECOND PART

WHEREAS the Mattagami Region Conservation Authority (MRCA) is a regional agency that delivers services and programs that protect and manage natural resources in partnership with government, landowners, and other organizations. The MRCA promotes an integrated watershed approach balancing human, environmental, and economic needs. The MRCA operates under *Ontario Regulation 165/06*, this Authority’s Administration and Compliance Policies for the Development, Interference with Wetlands and Alteration to Shorelines and Watercourses. ;

AND WHEREAS it is mutually beneficial to share in the delivery of services to ensure efficiency.

AND WHEREAS the City has enacted by-laws with respect to site alteration;

AND WHEREAS, the City has requested that the MRCA act as the City’s agent and carry out duties related to site alteration administration and enforcement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.01 For the purposes of this agreement:

- (a) "site alteration administration/enforcement" means the receipt of applications, inspections and any enforcement related to the City's site alteration by-law. Enforcement shall include, but is not limited to, the investigation of reported infractions, the gathering of evidence, laying of informations pursuant to the Provincial Offences Act, preparing court briefs, giving evidence in the Ontario Court of Justice, as well as issuing fines.
- (b) "Officer" means any person employed with the MRCA and/or appointed by the Council for the City of Timmins pursuant to Section 15 of the Police Services Act to enforce the provisions of City of Timmins animal control by-laws listed in 1.01(b).

2. OBLIGATIONS OF THE MRCA

The City hereby retains the services of the MRCA to carry out the following duties:

2.01 Site Alteration Administration and Enforcement

To provide administration and enforcement in accordance with the following:

- (a) provide and supervise sufficient officers to ensure that:

- i) at least (1) full-time officer is available to provide administrative and enforcement services for seven (7) total hours per day between the hours of 8:00 a.m. to 5:30 p.m. Monday to Friday.
- ii) provide a well-maintained, suitably identified vehicle equipped with appropriate communication technology and a properly displayed phone number, within the boundaries of the City of Timmins, during the hours defined in subparagraph (a)(i);
- ii) to respond at any time during the hours identified in section 2.01(a)(i) to reports of site alteration infractions as well as submitting any reports required by law;

2.02 Permits

As the designate of Council, to carry out the issuance of site alteration permits within the City of Timmins, including any required inspections and approvals, in accordance with the site alteration by-law of the City of Timmins. The MRCA may employ agents for these purposes, as it sees fit.

2.03 Reports

To report to council, once annually, a report including:

- (a) the number of Site Alteration permits issued
 - (b) Total expenditures and revenue associated with activities referenced in this agreement
 - (c) the number of site alteration complaints received;
 - (d) the number of charges laid under the site alteration by-law;
- and

2.04 Insurance

The MRCA shall, during the term of this agreement, maintain in full force and effect, third party liability insurance in the amount of \$5,000,000.00 in which the City shall have an additional named insured, and which policy shall include a satisfactory cross-liability endorsement.

2.05 Indemnity

The MRCA agrees to indemnify and save harmless the City in respect of any claim, liability or cost of any nature whatsoever which may arise from the operations of the MRCA in fulfilling its obligations pursuant to this agreement

3 OBLIGATIONS OF THE CITY

3.01 Compensation

The City agrees to compensate the MRCA for its services pursuant to this agreement in the following annual amount(s), payable in equal monthly installments, on the first day of each month, commencing the 1st day of July, 2019, to be prorated if and as applicable for any year where this agreement is in effect for less than a calendar year:

- (a) 50% of the net cost to provide site alteration administration and enforcement.

3.02 Fees

In addition to the compensation provided in paragraph 3.01, the City agrees that the MRCA shall retain fifty percent (50%) of the following:

- (a) Application fees;
- (b) all collected fines issued by the MRCA, which will be paid to the MRCA at the end of every quarter;
- (c) Administrative fees associated with the site alteration by-law;

3.03 Officers

The City hereby appoints all Regulations Officers of the MRCA, from time to time, as Provincial Offences Officers, pursuant to the provisions of the *Provincial*

