

**CITY OF TIMMINS**  
**BY-LAW NO. 2025-9249**

***Being a by-law to authorize the Corporation of the City of Timmins to enter into an agreement with the Mattagami Region Conservation Authority respecting the administration and enforcement of the City of Timmins Site Alteration By-law***

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**WHEREAS** Council of The Corporation of the City of Timmins considers it desirable to enter into such an agreement with the Mattagami Region Conservation Authority.

**NOW THEREFORE** the Council of The Corporation of the City of Timmins enacts the following as a By-law:

1. THAT The Corporation of the City of Timmins does hereby enter into an agreement with the Mattagami Region Conservation Authority respecting the administration and enforcement of the site alteration by-law, a copy of which agreement is attached hereto and marked as Schedule "A" to this By-law.
2. THAT the Mayor and Clerk be and are hereby authorized to execute the said agreement on behalf of the Corporation and to affix thereto the Official Seal of the Corporation.

**READ** a first and second time this 11<sup>th</sup> day of November, 2025.

**READ** a third and final time and enacted and passed this 11<sup>th</sup> day of November, 2025.

  
\_\_\_\_\_  
MAYOR (Michelle Boileau)

  
\_\_\_\_\_  
CLERK (Steph Palmateer)

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**NOW THEREFORE** the Council of The Corporation of the City of Timmins enacts the following as a By-law:

1. THAT The Corporation of the City of Timmins does hereby enter into an agreement with the Mattagami Region Conservation Authority respecting the administration and enforcement of the site alteration by-law, a copy of which agreement is attached hereto and marked as Schedule "A" to this By-law.
2. THAT the Mayor and Clerk ~~be~~ and are hereby authorized to execute the said agreement on behalf of the Corporation and to affix thereto the Official Seal of the Corporation.

**READ** a first and second time this 11<sup>th</sup> day of November, 2025.

**READ** a third and final time and enacted and passed this 11<sup>th</sup> day of November, 2025.

**CERTIFIED TRUE COPY  
OF BY-LAW NO. 2025-9249**

**(SGD) MICHELLE BOILEAU  
MAYOR**

  
\_\_\_\_\_  
**CLERK**

**(SGD) STEPH PALMATEER  
CLERK**

## SCHEDULE "A" TO BY-LAW

**AGREEMENT** made this 11 Day of November, 2025

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF TIMMINS**  
(Hereinafter referred to as 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 41/24* this Authority's Administration and Compliance Policies for Prohibited Activities, Exemptions and Permits;

**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 information pursuant to the Provincial Offences Act, preparing court briefs, giving evidence in the Ontario Court of Justice, as well as issuing fines.

### **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 in accordance with the following:**

- a) Receive and review applications for site alteration permits for compliance with by-law requirements;
- b) Conduct site inspections to monitor compliance;
- c) Provide technical expertise on erosion, sediment control, stormwater management, and natural heritage protection;
- d) Approve and issue all permits under the By-law;
- e) Support the Municipality in enforcement proceedings, including attendance at court if required.

**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.

**2.04 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; and
- (d) the number of charges laid under the site alteration by-law.

**2.05 Indemnity**

a) The City of Timmins and the MRCA shall be responsible for its own acts and omissions.

b) The MRCA agrees to indemnify and save harmless the City of Timmins, its elected and appointed officials, officers, employees, agents, contractors, and assigns the City of Timmins from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings (including reasonable legal fees and disbursements) that may be made or brought against the City of Timmins arising directly or indirectly out of:

1. any willful misconduct, negligence, or unlawful act or omission of the MRCA, its officers, employees, agents, contractors, or others for whom it is responsible in law, in the performance of its obligations under this Agreement;  
or
2. any breach of this Agreement by the MRCA.

c) The City agrees to indemnify and save harmless the other MRCA, its elected and appointed officials, officers, employees, agents, contractors, and assigns the MRCA from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings (including reasonable legal fees and disbursements) that may be made or brought against the MRCA arising directly or indirectly out of:

1. any willful misconduct, negligence, or unlawful act or omission of the City of Timmins its officers, employees, agents, contractors, or others for whom it is responsible in law, in the performance of its obligations under this Agreement;  
or
2. any breach of this Agreement by the City of Timmins.

### **3 OBLIGATIONS OF THE CITY**

#### **3.01 Compensation**

The City agrees to compensate the MRCA for its services pursuant to this agreement through the reimbursement of fifty percent (50%) of the total wages, benefits, training and support costs associated with the Regulations Officer position. Compensation will be paid upon receipt of an invoice from the MRCA on a quarterly basis.

#### **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 all revenues received from permits, application fees, and fines issued under the applicable by-law.

#### **3.03 Insurance**

The City 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 MRCA shall be named as an additional insured.

#### **3.04 Delegation of Enforcement Powers**

The Municipality may, pursuant to Section 15 of the *Police Services Act* and Section 23.1 of the *Municipal Act, 2001*, appoint designated Authority staff as Municipal Law Enforcement Officers (MLEOs) for the purpose of enforcing the Site Alteration By-law.

### **4. TERM**

#### **4.01 Force and Effect**

This agreement shall be in effect from January 1, 2026 until December 31, 2030. Notwithstanding this, either the City of Timmins or MRCA may terminate this agreement upon six (6) months written notice to the other, without cause or penalty. In addition, this agreement may be renewed by either the City of Timmins or MRCA upon at least six (6) months written notice to the other the City of Timmins or MRCA prior to the end of such term, upon the terms and conditions as are herein contained, save and except the compensation, which may be re-negotiated by the City of Timmins or MRCA.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective hands and seals.

**SIGNED, SEALED AND  
DELIVERED**

In the presence of:

  
\_\_\_\_\_


Witness

  
\_\_\_\_\_

Witness

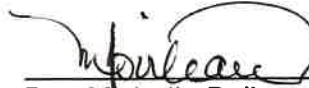
  
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Witness

  
\_\_\_\_\_

Witness

**The Corporation of the City  
of Timmins**

  
\_\_\_\_\_

Per: Michelle Boileau, Mayor

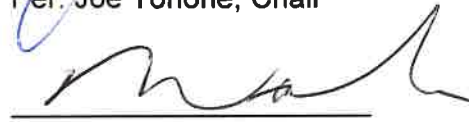
  
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Per: Steph Palmateer, City Clerk

**MRCA**

  
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Per: Joe Torlone, Chair

  
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Per: David Vallier, General Manager