

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the 14<sup>th</sup> day of ~~September~~ October, 2023 (the "Effective Date").

**BETWEEN:**

**THE CORPORATION OF THE CITY OF OSHAWA**

(hereinafter, "the City")

**AND**

**CENTRAL LAKE ONTARIO CONSERVATION AUTHORITY**

(hereinafter, "CLOCA")

**WHEREAS** CLOCA is a conservation authority established under the *Conservation Authorities Act*, R.S.O. 1990, c. C.27 ("Act") in providing programs and services that further the conservation, restoration, development and management of natural resources in its watersheds;

**AND WHEREAS** the City is a lower-tier municipality within the Regional Municipality of Durham ("Region"), located wholly or partly within the area under the jurisdiction of CLOCA;

**AND WHEREAS** in carrying out its mandate under the Act, CLOCA provides programs and services to municipal partners within its jurisdiction including but not limited to erosion control and restoration planning and works, forest management, invasive species and wildlife management, watershed and subwatershed planning, biodiversity and ecosystem monitoring, community education and outreach, research and interpretation, events and nature-based programs;

**AND WHEREAS** under the Act, programs and services provided by conservation authorities at the request of a municipality are to be provided under a memorandum of understanding ("MOU") or such other agreement(s) as may be entered into with the municipality in respect of the programs and services, and such MOUs or other agreement(s) are intended to be higher level parent agreements that govern the delivery of the programs and services;

**AND WHEREAS** the Act requires such MOU or other agreements to be reviewed at regular intervals and to be made available to the public;

**AND WHEREAS** this MOU sets out the principles, terms and conditions governing the delivery of programs and services by CLOCA requested by the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. This MOU shall commence on the Effective Date and shall continue for four years (the "Initial Term"). Thereafter, this MOU shall automatically continue for one (1) additional four (4) year period ("Renewal Term") unless either party provides written notice of

termination to the other party at least thirty (30) days prior to the expiry of the Initial Term.

2. The following principles, terms and conditions shall govern the delivery of programs services requested by the City:
  - (a) Subject to complying with procurement and purchasing policies, the City will give due consideration to CLOCA when procuring services related to CLOCA's mandate and areas of expertise
  - (b) CLOCA's or the City's standard form of purchase order and procurement agreements will be used for the delivery of municipally requested programs and services.
  - (c) CLOCA will maintain such insurance policies as required by the City in respect of the delivery of programs and services provided pursuant to this MOU.
  - (d) CLOCA will retain all financial and project records in connection with the programs and services for audit purposes by the City for no less than seven years from the Expiry Date.
  - (e) Programs and services provided pursuant to this MOU shall be in accordance with any standards and requirements that may be prescribed under subsection 21.1.1(4) of the Act.
  - (f) Where programs and services delivered by CLOCA pursuant to this MOU involve user fees, such user fees shall only be imposed in accordance with CLOCA's fee policy and fee schedules adopted in accordance with the provisions of the Act or in accordance with provisions set out in an agreement between CLOCA and the City.
3. Nothing in this MOU obliges the City to request the delivery of programs and services by CLOCA.
4. The City and CLOCA will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency and accountability in the use of public sector resources.
5. This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term or Renewal Term. It is CLOCA's responsibility to initiate the review with the City at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
6. CLOCA agrees to put in effect and maintain for the duration of the MOU, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of CLOCA would maintain including, but not limited to, the following:
  - a. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not

less than \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate. The policy is to include the following:

- contractual liability coverage;
- cross-liability clause and severability;
- employers liability coverage;
- 30 day written notice of cancellation, termination or material change;
- Non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,
- errors and omissions liability insurance, insuring liability for errors and omissions in the performance or failure to undertake the activities contemplated in this Agreement, in the amount of not less than \$2,000,000 per claim.

The Commercial General Liability policy shall include the City as an additional insured in respect of all operations performed by or on behalf of CLOCA in relation to the MOU requirements and be endorsed to provide the City with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

CLOCA shall provide a Certificate of Insurance on the City's standard form, or on a form acceptable to the City.

7. CLOCA hereby releases and shall indemnify, defend and hold harmless the City, its agents, officers, employees, servants, volunteers, contractors and elected and appointed officials of, from and against all losses, costs, liens, proceedings, actions, suits, claims and demands whatsoever in any way arising out of or allegedly attributable to the negligent acts or wilful misconduct of CLOCA in connection with or in any way related to the delivery or performance of this Agreement. However, CLOCA's obligation to indemnify, defend and hold harmless the City shall not extend to the City's negligence, or that of any of its agents, officers, employees, servants, volunteers, contractors and elected and appointed officials for whom it is responsible.
8. The City hereby releases and shall indemnify, defend and hold harmless CLOCA, its agents, officers, employees, servants, volunteers, contractors and appointed officials of, from and against all losses, costs, liens, proceedings, actions, suits, claims and demands whatsoever in any way arising out of or allegedly attributable to the negligent acts or wilful misconduct of the City in connection with or in any way related to the delivery or performance of this Agreement. However, the City's obligation to indemnify, defend and hold harmless CLOCA shall not extend to CLOCA's negligence, or that of any of its agents, officers, employees, servants, volunteers, contractors and appointed officials for whom it is responsible.
9. This MOU shall be made available to the public in accordance with the Act and any applicable regulations.

10. This MOU may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. The parties may sign this MOU by means of electronic signature and deliver this MOU by electronic transmission.

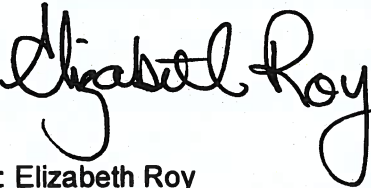
**IN WITNESS WHEREOF**, the parties have entered into this MOU as of the Effective Date.

**CENTRAL LAKE ONTARIO  
CONSERVATION AUTHORITY**



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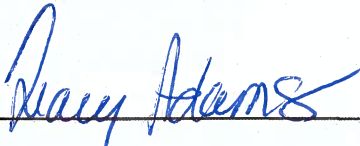
Chris Darling  
Chief Administrative Officer



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Per: Elizabeth Roy  
Chair

**THE CORPORATION OF THE CITY OF  
OSHAWA**

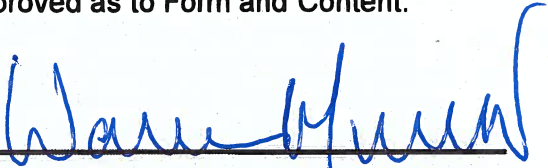


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Tracy Adams  
Chief Administrative Officer

*I have the authority to bind the municipality pursuant to Item DS-21-217 and approved by Council dated December 13, 2021.*

Approved as to Form and Content:



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Warren Munro, Commissioner  
Economic and Development Services

Approved as to Form and Content:



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Sam Yoon, City Solicitor  
Corporate and Finance Services

## SCHEDULE 'A'

### **Consortium Watercourse Monitoring Program (CWMP) Rationale for Agreement**

The Consortium Watercourse Monitoring Program (CWMP) is a partnership between Ontario Tech University, Central Lake Ontario Conservation Authority (CLOCA) and the City to monitor the water quality of the City's creek system on a regular basis.

This program is built on the previous CLOCA's Watercourse Monitoring Program and is intended for allowing the City and CLOCA to continuously monitor the health of our watercourses and measure the effectiveness of the SWM works that have been undertaken within the City in prior years.

The project is in line with the City's focus on watercourse and water quality. The monitoring program will have several purposes:

1. To assess water quality conditions in the City's creek systems started with Oshawa Creek & Montgomery Creek first.
2. To help the City identify factors contributing to beach closures at Lakeview Park.
3. To build on the collection of data to support statistical analysis investigating trends and patterns.
4. To assess the relative role of land-use type (agriculture vs. urbanization) on in-stream water quality helps direct water quality mitigation measures, such as nutrient management at the source.
5. To report approximately every 5 years.

Monitoring builds year-over-year data to contribute to the reporting

### **Roles and Responsibilities**

#### City of Oshawa

- The City shall provide annual funding to CLOCA in the amount of \$30,000 (maximum) to cover costs of equipment and laboratory sampling, and participate in the review of reports and recommendations.
- The City shall provide an additional \$10,000 (maximum) at the time when OntarioTech is engaged (typically every five years) in analyzing the collected data and preparing an assessment report.

#### CLOCA

- Continue running the provincially funded Surface Water Quality Monitoring program in the Oshawa Creek and Harmony Creek Watersheds.
- Install and maintain level loggers at monitoring sites.

- **Collect monthly water quality samples at approximately 11 selected sites between May and October**
- **Arrange monthly shipment of collected water samples to an accredited laboratory.**

**Maintain a database of sampling results, and provide expertise in analyzing and interpreting the water quality sampling results.**

**Ontario Tech University**

- **Provide an assessment report (typically every five years) on the water quality conditions of the monitored watercourses within the Oshawa Creek and Harmony Creek Watersheds.**

## SCHEDULE 'B'

### **Oshawa Second Marsh Environmental Monitoring Program Rationale for Agreement**

The Marsh is the largest urban wetland in the GTA and is owned by the City. It is a 133 hectare (328.65 acre) Provincially Significant Wetland and an Area of Natural and Scientific Interest possessing a dynamic ecosystem composed of a variety of habitat types. Over the years, a partnership involving the City, Ducks Unlimited Canada, CLOCA, Environment Canada (Canada Wildlife Services) and Friends of Second Marsh have been managing this Marsh.

Annual monitoring of the health of the Marsh provides the quantitative data necessary to document health conditions over time, including changes in wildlife populations, shifts in water quality, and identification of species at risk among other parameters. This information is used to identify restoration needs and priorities and provides valuable information in the development and subsequent evaluation of restoration techniques.

Long-term monitoring can identify statistical change in wetland health indicators over time within the Marsh, which is critical information in the development of management plans. This monitoring can also be used to measure the effectiveness of restoration efforts and assess the impact of changes in adjacent and upstream land uses on the Marsh. Consistent, ongoing monitoring is also critical in adaptive management decisions when faced with unexpected events like historically high Lake Ontario water levels or Emerald Ash Borer infestations. Results of CLOCA's monitoring efforts through the Durham Region Coastal Wetland Monitoring Project ("DRCWMP") have identified that the health of the Marsh is compromised. Continued long term monitoring is needed to track changes in wetland health and evaluate current management and restoration efforts, to identify changes within the Marsh that can be controlled/augmented or encouraged through adaptive management and to provide information needed for future restoration and/or management programs.

The Marsh is a showpiece coastal wetland where the positive results of adaptive management supported by environmental monitoring are clearly visible.

### **Roles and Responsibilities**

#### **City of Oshawa**

The City shall:

- provide annual funding to CLOCA in the amount of \$25,000 for the purpose of undertaking the annual long-term monitoring program of the Marsh to guide the adaptive management of the Marsh and the implementation of current and future Management Plan(s);
- undertake ongoing operational maintenance of the Marsh, with the exception of specialized maintenance for specific structures installed and maintained by others, in accordance with the City's regular operating standards for parks and open space.
- designate an employee to act as liaison with CLOCA.

- **organize and chair the Oshawa Second Marsh Management Committee to help with the coordination of various projects and activities, and guide the implementation of the Management Plan(s).**
- **the City shall allow CLOCA access to the Marsh to undertake their roles and responsibilities.**

### CLOCA

#### CLOCA shall:

- **carry out annual long-term monitoring and data interpretation program at the Marsh including water level, fish surveys, turbidity and water quality collection and analysis, macroinvertebrate, and submerged aquatic vegetation surveys and breeding bird;**
- **using CLOCA's Coastal Wetland Monitoring Program, regularly report on analysis of trends; track changes in health and/or status of restoration efforts along with recommendations when appropriate to guide overall management and implementation of adaptive measures where feasible;**
- **assist with processing approvals and permits as needed; and**
- **designate one primary representative to participate on the Oshawa Second Marsh Management Committee but may also provide subject matter expertise as necessary from time to time.**