

To: Community & Operations Services Committee

From: Ron Diskey, Commissioner,
Community & Operations Services Department

Report Number: CO-22-03

Date of Report: November 30, 2022

Date of Meeting: December 5, 2022

Subject: Friends of Second Marsh Agreement and Funding Model
Review

Ward: All Wards

File: 03-05

1.0 Purpose

The purpose of this report is to respond to the following Council direction:

1. “That Correspondence [CNCL-22-41](#) from Peter Taylor, President, Friends of Second Marsh requesting the City advance the development of a Memorandum of Understanding for the Friends of Second Marsh be referred to staff for a report.”; and,
2. “That Correspondence [CNCL-22-45](#) from Peter Taylor, President, Friends of Second Marsh submitting a proposed funding model for the Friends of Second Marsh be referred to staff to be considered in conjunction with Correspondence CNCL-22-41 regarding the request for the development of a Memorandum of Understanding for the Friends of Second Marsh.”

Attachment 1 is a copy of Item OS-00-160 dated April 13, 2000, “Management Model for Oshawa Second Marsh”.

Attachment 2 is a copy of the Friends of Second Marsh Strategic Plan 2020 to 2025 dated June, 2, 2021.

Attachment 3 is the draft Memorandum of Understanding between the Corporation of the City of Oshawa and the Friends of Second Marsh.

2.0 Recommendation

That the Community & Operations Services Committee recommend to City Council:

That the Community and Operations Services Committee select an appropriate option from Section 5.3 of Report CO-22-03 dated November 30, 2022 concerning the Friends of Second Marsh Funding Model and Memorandum of Understanding.

3.0 Executive Summary

N/A

4.0 Input From Other Sources

- Friends of Second Marsh (F.S.M.)
- Commissioner, Development Services
- Commissioner, Finance Services
- Legal Services
- Recreation Services

5.0 Analysis

5.1 Background

Recognizing the significant value of Oshawa Second Marsh (the “Marsh”), the City of Oshawa acquired the Marsh in 1992 from the then-Oshawa Harbour Commission (currently known as the Hamilton-Oshawa Port Authority or “H.O.P.A.”). A management plan was developed to guide restoration of the Marsh. The management plan identified various functions involved in the overall management of the Marsh including stewardship co-ordination, environmental education, managing volunteers, environmental monitoring, and direct marsh management. The City recognized that it did not have the necessary expertise or the financial resources to undertake these other functions. To address this, City staff worked extensively with a number of stakeholders in the late 90’s to develop an operating model that would guide the restoration and management of the Marsh, leveraging expertise and funding resources from a number of partner agencies.

As part of the operating model, the functions of the Marsh were broken down into four key areas and lead agencies were identified. The operating model was endorsed by both City Council and the various partner agencies as described in Report OS-00-160, dated April 13, 2000 and appended as Attachment 1. This partnership and operating model continues to guide the ongoing management of Second Marsh.

As the Marsh is owned by the City, day-to-day management is undertaken by the Operation Services Branch which is responsible for routine maintenance activities normally associated with municipal park and open space functions including tree trimming, trail maintenance, vandalism, litter or illegal dumping response, creek blockage or debris removal. This is done in accordance with standard operating practices. Support is also provided by Planning Services with potential land use and zoning related functions around

the Marsh, and as required by Engineering Services related to water resources and erosion control within the watershed and Municipal Law Enforcement and Licensing where enforcement of the Parks and Facilities By-law is required.

A new management plan is being drafted which will guide the ongoing management and restoration of the Marsh into the future. The need for strong partners continues to be a necessity to leverage experience, resources and funding which are not achievable by City staff and resources alone.

5.2 Friends of Second Marsh

The operating model identified F.S.M. as the lead agency responsible for the delivery of educational, interpretive and stewardship programming related to the Marsh through partnerships with local boards of education and post-secondary institutions, local naturalist's organizations and attracting funds for marsh management related activities.

F.S.M. implements educational, interpretive and stewardship programming in accordance with their Strategic Plan, provided as Attachment 2. The following is a summary of the programs and engagement activities undertaken by F.S.M. in 2022:

- Let's De-Phrag the Marsh Year 3 a multi-year project aimed at eliminating Phragmites from Second Marsh and nearby areas including McLaughlin Bay Wildlife Reserve (M.B.W.R.) while engaging volunteers in hands on activities
- Winter Walk in Celebration of World Wetlands Day (February) – Cancelled due to COVID-19
- “Marsh” Break Hike (March) engaged 18 participants
- Bird house cleaning and trail marking (March) at McLaughlin Bay Wildlife Reserve engaged 15 volunteers
- Earth Day Community Clean Up (April) along Col. Sam Drive engaged 35+ volunteers
- Spring Migration Hike (April 30 and May 12) engaged 14 participants
- Invasive Species Removal – Garlic Mustard (May) at M.B.W.R. Engaged 6 volunteers in hands on removal
- Discover Magic of the Marsh Event (May 28, 2022) a free outdoor event held at the M.B.W.R. and sponsored by TD Friends of the Environment engaged 85 participants, 27 volunteers and 2 community groups/organizations.
- Issue monthly electronic newsletter from February to July and September to December reaching 155 people through email
- Managing social media accounts (Twitter 219 followers, Facebook 1087 followers, and Instagram 80 followers)

F.S.M. programs are supported by funding through membership fees (a total of 30 members), donations and grant sources such as General Motors (“G.M.”), Ontario Power Generation (“O.P.G.”), Invasive Species Centre, and the Durham Community Foundation. Over the past 5 years (excluding COVID), from 2015-2019, F.S.M. has received an average of \$52,000 annually from fundraising, memberships, donations and grants such as the ones listed above. In addition, the City of Oshawa has been supporting F.S.M.’s operating budget, including staff salaries and other administrative costs, annually for over 20 years through the City’s Anchor Grant Program.

5.3 Proposed Funding Model

A review of historic information indicates that funding from the City was intended to be temporary with the understanding that F.S.M. would make an effort to raise capital and operating funds such that within a five-year term no City grant would be required for the continuance of F.S.M. An agreement was drafted at the time but – to the City’s knowledge – was never finalized nor executed. In 2022, F.S.M. received \$42,200, combined with \$5,050 of in-kind office space totaling \$47,250 through the Anchor Grant Program.

In 2021, Council approved the development of new financial support programs offered by the City to fund not-for-profit community initiatives. This program replaced the Partnership and Anchor Grant programs. The purpose of the grant program is to support the development and delivery of events, festivals, celebrations, and gatherings or one-off activities and initiatives. The new grant program does not cover ongoing operating costs. Although F.S.M. could apply for a project specific grant there is no guarantee that F.S.M. will continue to receive funding as it will be scored against all other submissions.

At the May 24, 2022 meeting, Council directed staff to consider Correspondence [CNCL-22-45](#), dated May 17, 2022, from F.S.M. who proposed a number of options for the continued funding of F.S.M. operating budget. Staff have reviewed the options proposed by F.S.M. and have identified two additional options for consideration. The following are the funding options and the corresponding recommendations for consideration:

Option 1: Staff explore opportunities with other agencies such as C.L.O.C.A.

Staff Recommendation and Preferred Option: As mentioned above the City has a number of natural areas and a need for a broader stewardship and restoration program. C.L.O.C.A. is an existing agency which has experience operating across the various watersheds within the City’s jurisdiction. Expanding the current partnership with C.L.O.C.A. to include education, interpretation and stewardship programs would augment the monitoring program that they are currently conducting and foster improved coordination of activities while leveraging their expertise and outreach capabilities. This is a similar approach undertaken in other municipalities such as the City of London who funds a contract with Upper Thames River Conservation Authority to manage over 750 ha of publicly owned Environmentally Significant Areas in London.

In the event that Community & Operations Services Committee chooses Option 1, the Community & Operations Services Committee may wish to pass the following motion:

1. "That based on Report CO-22-03, dated December 5, 2022, that staff be directed to initiate discussions with C.L.O.C.A. to determine interest and feasibility in expanding the City's partnership with C.L.O.C.A. to include education, stewardship, restoration and ecological projects related to the management, restoration and enhancement of the City's natural areas including Second Marsh, Pumphouse Marsh, Gold Point Wetland, Harmony Valley Park, and Cedar Valley Park; and,
2. That staff report back to Council on the results of the discussions with C.L.O.C.A.; and,
3. That F.S.M. be encouraged to apply for funding under the new Community Grant Program."

Option 2: City to retain a Full-time Natural Area Stewardship Coordinator

Staff Recommendation: Many other municipalities have staff resources dedicated to managing restoration and stewardship programs. Operations Services could leverage any proposed operating funds to hire a Full-Time Natural Area Stewardship Coordinator to bring in-house the necessary expertise to develop and implement public education, stewardship, restoration and ecological projects related to the management, conservation and enhancement of the City's parks and natural areas across the City including Second Marsh, Pumphouse Marsh, Gold Point Wetland, Harmony Valley Park, Cedar Valley Park along with the various pollinator and community garden programs which require ongoing support.

This staff position could work directly with organizations like Friends of Second Marsh as part of a more comprehensive City wide program that would include stewardship projects. This would require operating budget to retain a full time position in Parks Operations. F.S.M. could apply to the City's Community Grant Program for related projects or events but they would have to seek alternative funding or grants to support their operating costs.

In the event that Community & Operations Services Committee chooses Option 2, the Community & Operations Services Committee may wish to pass the following motion:

1. "That based on Report CO-22-03, dated December 5, 2022, that the addition of a Full-Time Natural Areas Stewardship Coordinator be referred to the 2023 Budget Process; and,
2. That F.S.M. be encouraged to apply for funding under the new Community Grant Program."

Option 3: Refer F.S.M. to the new Community Grant Program

Correspondence CNCL-22-45: This approach would encourage F.S.M. to apply for the Community Grant Program, see [Report FIN-22-54](#) for funding criteria, for specific environmental event or special projects to support activities or projects related to education, interpretation and stewardship at the Marsh. F.S.M. would need to seek funding from other sources to support their day-to-day operating costs.

In the event that Community & Operations Services Committee chooses Option 3, the Community & Operations Services Committee may wish to pass the following motion:

“That based on Report CO-22-03, dated December 5, 2022, that F.S.M. be encouraged to apply for funding under the new Community Grant Program.”

Option 4: Fund F.S.M. through a Departmental Budget

Correspondence CNCL-22-45: F.S.M. proposed that the City consider an increase in Department base budget to include funding to support F.S.M.’s education, interpretation and stewardship partnership role related to the City-owned Second Marsh. Funding could be based on a per-capita contribution. This approach to FSM funding would be similar to budgeting for C.L.O.C.A. environmental monitoring of Second Marsh in a Department budget.

Staff Response: Funding F.S.M. through the Parks Operations annual budget to carry out education, interpretation and stewardship services could be feasible. Funding through the Parks operating budget is contingent on the budget approval process annually. Currently C.L.O.C.A. is funded through the annual Parks Operations budget to carry out annual monitoring services at the Marsh. There is a risk that other organizations will request similar consideration for funding through operating budgets as a way around the new Community Grant Program. This is not feasible over the long-term. This also does not consider that there may be other groups or organizations that could provide similar services (see staff Option 1). If this option is selected it is recommended that a Service Agreement be developed to layout the expectation of the funding if approved.

In the event that Community & Operations Services Committee chooses Option 4, the Community & Operations Services Committee may wish to pass the following motion:

1. “That based on Report CO-22-03, dated December 5, 2022, that \$42,200 be considered annually as part of the Parks Operations annual operating budget to support F.S.M. operating budget including staff salaries and other administrative costs combined with \$5,050 of in-kind office space totaling \$47,250 beginning in 2023 for the provision of services related to educational, interpretive and

stewardship programming in support of the management and restoration of Oshawa Second Marsh; and,

2. That the Commissioner of Community & Operations Services be authorized to execute an agreement with Friends of Second Marsh, consistent with the terms and conditions contained in this Report and in a form and content satisfactory to the Commissioner of Community & Operations Services and the City Solicitor; and,
3. That the Commissioner of Community & Operations Services be authorized to sign any future amending agreements if administrative in nature or in the event that City Council approves a change in the funding amount specified under Part 1.”

In addition to the preferred options identified above, Correspondence CNCL-22-45 included the following additional suggestions for funding of F.S.M.. Upon review, these were determined by staff to not be feasible:

Fund F.S.M. as an External Agency

F.S.M. proposal: The City would fund FSM as an external agency as it does the five existing external agencies - Oshawa Senior Citizens Centre (OSCC), Oshawa Public Libraries, The Parkwood Foundation, Oshawa Historical Society, and Robert McLaughlin Gallery. Funding for these agencies exceeded \$12 million in 2022. Funding would be based on an annual Business Plan and budget submission, as is the current practice for external agencies.

Staff Response: Funding F.S.M. as an external agency similar to the Oshawa Senior Citizens Centre, Oshawa Public Library, The Parkwood Foundation, Oshawa Historical Society and the Robert McLaughlin Gallery is not a feasible option. The role and function of F.S.M. is limited in focus and scope. Additionally their role overlaps with the function of C.L.O.C.A. whose objective is to provide programs and services to further the conservation, restoration, development and management of natural resources which includes operating educational and stewardship programs. Designating F.S.M. as an external agency could open up the City to requests from similar organizations which is not considered feasible.

Revisit the new Community Grant Program to allow funding for operating budget

F.S.M. proposal: Revisit the Community Grant Program to include an operating budget grant category that would provide operating budget funding for community organizations.

Staff Response: This is not a feasible option. The new Community Grant Program was developed and approved by Council after careful review and consultation with the public and stakeholders. The new program ensures equitable allocation of funds and/or in-kind services; is easier to administer;

and, discourages organizations from becoming reliant on City funding for ongoing operation. Revisiting the grant program could result in delayed funding for other organizations. Ideally organizations like F.S.M. should demonstrate financial sustainability.

F.S.M. staff to become City Employees similar to Oshawa Senior Community Centre (O.S.C.C.) staff who report to the Board but are employees of the City.

Correspondence CNCL-22-45: Following the precedent of the O.S.C.C. where their staff report to the Board but are City employees, F.S.M. staff could become City employees. This model could be combined with the designation of F.S.M. as an external agency.

Staff Response: This approach is not considered feasible as it would require F.S.M. to be designated an external agency as referenced above. The O.S.C.C. is an external agency which provides a critical service in the community to older adults 55+. This includes programs and support services such as recreational and learning opportunities that improve quality of life allowing seniors to remain self-reliant, active members of the community. This would require the City and F.S.M. to enter into a Municipal Service Agreement, similar to the one recently executed with the O.S.C.C. in order to mitigate and reduce risks/liabilities. Reviewing F.S.M. Strategic Plan it is evident that their function is limited and their scope in the community is narrow in focus. The role of F.S.M. better aligns and overlaps with that of C.L.O.C.A. which includes watershed-based programs including educational programs, conservation and stewardship.

5.3.1 Additional Funding Request

Through discussions with F.S.M.'s Administrative & Programs Director and 2 board members, including the President, F.S.M. indicated the need for increased funding from the City. They identified that increasing City funding to \$100,000 would support additional operating costs and allow F.S.M. to hire an Executive Director that could further spearhead membership, fundraising drive and allow existing part time staff to focus on educational programs and stewardship activities.

Pending Council's approval of a recommended option, Staff do not recommend an increase at this time as the Oshawa Second Marsh Management Plan has not been finalized. Once finalized the Plan will drive restoration activities likely requiring fundraising and grant activities.

The City can revisit this once the management plan has been finalized and F.S.M. has submitted a detailed proposal to support the increase.

5.4 Partnership Agreement

In their correspondence, F.S.M. requested that a Memorandum of Understanding (M.O.U.) be developed with various partner agencies including C.L.O.C.A., Ducks Unlimited, F.S.M. and the City of Oshawa. There is at current a separate agreement dated August 1, 2001

between the City of Oshawa and Ducks Unlimited with a term of 30 years from the date of execution. This agreement pertains to the operation and maintenance of the water control infrastructure constructed by Ducks Unlimited. Through motion [DS-21-217](#), dated December 13, 2021, Council directed staff to enter into an agreement with C.L.O.C.A. to formalize the funding relationship between the City and C.L.O.C.A. for the provision of monitoring services including the Second Marsh environmental monitoring program (\$25,000). This is currently being drafted separately.

An M.O.U. could be created between all three of the partner agencies reaffirming the commitment of each partner agency to the roles and responsibilities necessary to guide the implementation of the updated management plan once it is completed. This will require ongoing discussions with the partner agencies as the implementation of the updated Management Plan will be contingent on the partnerships and funding.

In the meantime if there is a desire to fund F.S.M. through the annual Parks Operations budget process, as outlined in Option 4, then it is recommended that a Service Agreement be implemented with F.S.M. as a condition of funding. Should Option 4 be the chosen approach, a draft agreement has been provided as Attachment 3 which may be executed, in a form and content acceptable to Legal Services and the Commissioner of Community & Operations Services, and pending F.S.M. Board approval.

6.0 Financial Implications

Financial implications are contingent on which option Council endorses:

Should **Option 1** (preferred option) be chosen, the City could leverage the experience, expertise and funding resources of C.L.O.C.A. to manage the education, interpretation, stewardship and restoration programs across the City of Oshawa. Further discussions would be needed with C.L.O.C.A. to determine interest and if the option is even feasible. Staff would report back on any negotiations or results of discussions including financial implications before proceeding further.

Should **Option 2** be chosen, the City would leverage the funding instead to hire a full time staff person that would assist with much needed stewardship and restoration work across the City such as Gold Point Marsh and Harmony Valley Park where a need for managing invasive species and restoration activities has been identified. The City could continue to work with F.S.M. on Marsh related projects but F.S.M. would need to seek additional funding similar to risks identified under Option 3. The addition of a Full-Time Natural Areas Stewardship Coordinator would be referred to the 2023 Budget Process.

Should **Option 3** be chosen, referring F.S.M. to the new Community Grant Program would not require any immediate funding from the City of Oshawa. Depending on the project, the Community Grant Program could support environmental events with a funding envelope of \$100,000 with a declining value over 4 years or through the Development Projects and Special Initiatives program which has a funding envelope of \$50,000. However, if F.S.M. is not successful in acquiring funding under the Community Grant Program or if they are not able to source alternative funding to support their day-to-day operating costs, their programs and activities that support the Marsh may be in jeopardy including their ability to leverage additional funding sources.

Should **Option 4** be the chosen approach, funding of \$42,200 would be required annually as part of the Parks Operations Budget as well as the provision \$5,050 of in-kind office space. This would be subject to Council approval annually as part of the budget process and review of the feasibility of providing office space. A Service Agreement would provide the terms of funding.

7.0 Relationship to the Oshawa Strategic Plan

This report addresses the goals set in the Oshawa Strategic Plan including the goal of “Economic Prosperity and Financial Stewardship” through the themes of “Wise Land Use”, “Responsible Taxation”, and “Safe and Reliable Infrastructure”, the goal of “Social Equity” through the theme of “An Active, Healthy and Safe Community”, and the goal of “Environmental Responsibility” through the theme of “Proactive Environmental Management and Combat Climate Change”.



Mike Saulnier, Director,
Operations Services



Ron Diskey, Commissioner,
Community & Operations Services Department



Report

To:	Item:	Date of Report:
Operational Services Committee	OS-00-160	April 13, 2000
From:	File:	Date of Meeting:
Commissioner, Department of Operational Services	F-6100	April 25, 2000
Subject:	Ward:	
Management Model for Oshawa Second Marsh	1	

1.0 BACKGROUND

In September 1999 the Friends of Second Marsh presented to the City of Oshawa a document called the Second Marsh Management Strategy. The document identified a number of issues that provide overall management objectives for the marsh.

Staff reviewed and analyzed the strategy and prepared a report to Council dated November 1999. The review included discussion and input from the major partners in the Second Marsh project and proposed roles in which they may desire to participate in the future management of the marsh. The following direction was received from Council:

1. "That the Second Marsh Management Strategy be received for information.
2. Friends of Second Marsh, Environment Canada, Ducks Unlimited and the Central Lake Ontario Conservation Authority be thanked for their interest in, and receive a copy of, the staff report.
3. Friends of Second Marsh, Environment Canada, Ducks Unlimited and the Central Lake Ontario Conservation Authority be requested to meet with City Staff to define details of proposed action to implement the Second Marsh Strategy plan.
4. Staff develop potential management models for the marsh and evaluate those options with the partners and recommend a management option to Council."

One of the issues identified at the time of the previous report was a lack of clear recommendations on the options for restoration of the marsh. This was acknowledged and the consultant that prepared the Second Marsh Management Strategy was directed by Friends of Second Marsh to amend the strategy based on additional monitoring information obtained in the summer/fall period. The Second Marsh Management Strategy has been amended by the consultant and has been forwarded to Friends of Second Marsh. Friend's Board of Directors will be reviewing the document and forwarding the revised strategy to the City of Oshawa.

City staff scheduled separate meetings with Friends of Second Marsh, Environment Canada, Ducks Unlimited and the Central Lake Ontario Conservation Authority to review issues that related to the role of the potential partners and the creation of a new partnership/management

model for the management of Second Marsh. These meetings were very constructive and have set the basis for further defining the future management.

Two meetings with all partners were held in February and March to develop a model to sustain the future restoration and management of Second Marsh.

2.0 INPUT FROM OTHER SOURCES

Friends of the Second Marsh, Ducks Unlimited, Environment Canada and the Central Lake Ontario staff have provided input to this report and support the recommendations.

3.0 ANALYSIS

The extensive consultation process with potential partners over a number of months covered a wide array of issues that were identified in the Second Marsh Management Strategy.

3.1 Primary Functions

The management functions have been structured into five primary functions that can be defined as follows:

Restoration Management

Restoration Management is the physical management of various components of the marsh to address the current degradation with the goal to restore the wetland to a healthy functioning ecosystem. The funds to restore the marsh can be costly as noted in previous efforts to improve the wetland and the experience and expertise to successfully restore wetlands is limited to a handful of governments and private sector organizations. It is critical to the success of the restoration that a long-term maintenance plan for the infrastructure be put in place.

Environmental Monitoring

Environmental monitoring is generally carried out to track ecosystem changes and guide adaptive management decisions. Wetlands are dynamic systems that flux and evolve in response to stressors both natural and human induced. There will be a requirement to monitor the changes and impacts created from marsh management activities. There are also benefits to develop a wider array of monitoring to include all wildlife and habitats within and adjacent to the marsh.

A wider scope of monitoring is being considered on a region wide basis for wetlands. Such a program would create monitoring protocols, which would be used at several locations, and would identify environmental changes on a larger scale. They would also indicate the management activities which produced success in restoration and could be adapted elsewhere.

Education/Interpretation/Stewardship

These activities have all been linked because they increase public awareness of Second Marsh and the environment. A more environmentally enlightened community creates long term benefits in the way we interact with the environment. Children especially can be influenced at an early age with the knowledge to be gained from marsh education. The environmental ethics developed in our children, will develop the decision and policy makers of tomorrow.

The Second Marsh is sited on the eastern edge of the GTA, the most densely populated area in Canada. It has been stated in previous reports that 80% of wetlands in southern Ontario have been lost. A restored marsh in Oshawa provides a great opportunity for public education from the primary to university level. A study completed for the City in 1994, concluded that an Education Interpretive Centre was feasible. This information is dated by six years and would require updating along with a business case scenario to support development today.

Stewardship within the watershed of the Second Marsh is integral to the overall health of the marsh as the water that enters the marsh comes from this source. A strong stewardship program can provide benefits to both the urban and rural areas in the watershed. The advancement of the education, interpretation and stewardship programs requires a strong community support base to be successful.

Operational Maintenance

Operational maintenance includes those activities associated with the maintenance of property. In the case of Second Marsh, it is considered a large passive park which currently involves those maintenance functions performed in most parks, namely grass cutting, weed control, tree planting, trimming and removal, garbage clean up, repair to benches, signs and viewing towers and trail maintenance.

In the case of Second Marsh there may be specialized maintenance for structures for physical marsh control.

Overall Marsh Management

The determination of the primary activities in the marsh was developed through the input from information in the Second Marsh Management Strategy and the role that each stakeholder proposed in the previous report to Council in November. These roles were further defined by each partner as a lead role and support role for the primary activities.

With the diverse range of activities, the number of partners that have been involved in the past, and planned actions for the future, the overall co-ordination of all the activities is very important to harmonize projects in and around the marsh.

The participation of the partners and the sharing of information in a forum that is inclusive and regular is envisioned as a key component to the success of the project. A Marsh Management team will provide guidance to City Council on issues affecting the marsh.

3.2 Roles of Lead Partners and Support Roles

The role of the lead partners and the support role of the other partners in the five primary marsh management activities were discussed in depth. Each partner was asked to submit both the proposed lead role and how they envisioned a support role for other activities. The roles identified were a key component in preparing the overall management option for the marsh. The following lead roles and support roles presented from each organization are paraphrased from the text of information each group supplied as follows:

3.2.1 Restoration Management

Lead - Ducks Unlimited (DU)

DU are prepared to lead the restoration of the Marsh utilizing the water level management option recommended in the recent Management Strategy.

The wetland habitat goals for Oshawa Second Marsh have not changed with the shift from Phase I to Phase II as outlined in the Management Plan approved by the City of Oshawa in December of 1992. The objective is to have the Marsh "managed for perpetuity as a viable marsh environment in a manner which would enhance the flora and fauna of the marsh ecosystem."

Phase II of the wetland restoration will depend on the management of water levels within the Marsh to facilitate the germination of the aquatic plant seeds that have been naturally deposited in the Marsh over the years. Germination trials have shown that a vibrant and diverse seed bank is present and awaiting the necessary environmental conditions to germinate. Low water levels, as temporarily seen naturally last spring, were sufficient to expose the Marsh bottom to provide excellent habitat for shorebirds, and trigger a limited germination response. By utilizing the restoration project to mimic and enhance these same natural conditions, the resultant wetland habitat will provide an ecologically diverse, healthy, productive habitat for a wide array of wetland dependent wildlife. The established aquatic plant communities will be sustained primarily through the careful management of water levels in subsequent years, starting off with shallow water depths to nurture the young plants until they become more vibrant and robust.

The current open water area will contain interspersed patches of aquatic emergent plants such as cattail and bulrush, and a multitude of submergent plants growing within the water column. The shallow water areas will provide ideal growing conditions for wet meadow plant species such as sedges and grasses. All these plants will provide the variety of types of food and shelter that will attract an abundance of wildlife to the area.

The design and construction works necessary to facilitate this Phase II restoration project will be contoured and completed in an unobtrusive appropriate manner in keeping with the other land use activities associated with Oshawa Second Marsh. Much of the infrastructure, such as

the grassed dyke top, in fact can be utilized at little or no cost to augment the education, nature interpretation and other existing and proposed recreational activities at the Marsh.

Support

DU considers it critically important that just as in past restoration efforts/projects, the partnership approach and co-operative efforts be maintained. DU is requesting the support of CLOCA for processing approvals under the Department of Oceans and Fisheries regulations. DU would look to the City for engineering input as required.

3.2.2 Environmental Monitoring

Lead - CLOCA and Environment Canada

The Central Lake Ontario Conservation Authority will co-lead the monitoring role with Environment Canada within the context of a broader Durham Region collaborative wetland monitoring program. To date, both partners have played a major role in the monitoring that has been undertaken through the Second Marsh restoration project. They are knowledgeable on the various aspects and protocols implemented as part of the restoration project. As well, Environment Canada led the original baseline study of the early 1980's and continues with the Federal Program Division's work on sedimentation and dredging related to the Oshawa Harbour Commission operations.

It is expected the monitoring role will include a number of specific tasks:

- Development of the Durham Region collaborative monitoring program*
- Synthesis of existing monitoring program including documentation of protocols*
- Identification of new monitoring requirements related to the current restoration efforts*
- Collaboration with Second Marsh partners to finalize preliminary monitoring program and identify partner roles in delivery*

Support

DU will monitor their restoration project within the standard parameters of other DU projects. This information will also be provided to the overall monitoring program. Friends may be able to provide volunteer participation for the monitoring program.

3.2.3 Education/Interpretation/Stewardship

Lead - Friends of Second Marsh

Friends of Second Marsh already run an educational/interpretation program in the marsh. Friends intend to expand this program as demand increases. Their other objective is to pursue the construction of an interpretive centre in conjunction with appropriate partners. This will require a major fundraising effort which Friends is prepared to spearhead.

Ultimately, Friends expect to form major partnerships with the local Boards of Education, and post secondary institutions to implement the educational program in the marsh. Local naturalists and naturalist organizations are expected partners in the interpretive programs. If the Interpretive Centre is constructed it will be a focal point that should draw in these partners to participate in educational programming at the marsh.

Friends would like to enter into a formal arrangement with the City whereby we would be given responsibility for the educational and interpretive programming related to Second Marsh. Friends would then deliver this programming through Friend's staff and in partnership with others.

Friends already runs a stewardship program for the Harmony and Farewell Creek watersheds and anticipate that this program will expand over the next few years.

Support

Friends would like the lead role in delivering stewardship programs for the marsh and associated watersheds, and are prepared to enter into a memorandum of understanding to this effect. The other stakeholders could play valuable supporting roles. Friends are already receiving funding through Environment Canada for the existing stewardship program. This type of support could continue. Ducks Unlimited can provide support in rural areas through their stewardship program and potentially help to fund individual projects. Ducks Unlimited has indicated a willingness to promote DU's stewardship program Ontario Land Care where applicable within the rural portions of the watershed. DU has an active interest in supporting the education and interpretive components proposed by Friends of Second Marsh. CLOCA's proposed role as a clearinghouse for stewardship organizations in the area could be useful.

3.2.4 Operational Maintenance

Lead - City of Oshawa

The City of Oshawa will assume the lead role for the operational maintenance for the Oshawa Second Marsh.

Operational maintenance includes those issues associated with ongoing maintenance of the property. Maintenance of facilities and grounds will be established at the standard maintenance level as approved by City Council for parkland.

The major maintenance activities at the Second Marsh are expected to include grass cutting; tree planting, trimming and removal, removal of debris from creek, weed cutting, repair of benches, viewing platforms and other structures, cleaning of paved walkway,; patching and repair of trails as required, garbage pickup and regular inspection.

Support

There will be operational support maintenance on wetland restoration facilities installed by Ducks Unlimited, as these facilities may require specialized maintenance not normally available at the City. From time-to-time support may be required for planting and maintenance of aquatic vegetation and wildlife habitat that is specific to wetland restoration.

3.2.5 Marsh Management Committee

Lead- City of Oshawa

The Oshawa Second Marsh provides multiple benefits to the natural environment and the community. The restoration of the Second Marsh can improve flora and fauna in and around the wetland. A vibrant wetland enhances opportunities for passive recreation and educational support activities for all ages. No one group or agency can undertake all the initiatives to maximize the restoration and benefits. Many of the initiatives require joint planning and discussion to minimize any negative impact on the marsh by intrusive activities.

A Marsh Management Committee would undertake the coordination of various projects involving the Second Marsh and provide general guidance through the Operational Services Committee to Oshawa City Council from time to time relating to Second Marsh issues.

The City of Oshawa, as owner of the Second Marsh, has through land use plan designations and endorsement of the Second Marsh Management Plan (1992) demonstrated a commitment to lead a process to bring interest and resources both from within the community and outside agencies to restore and promote the Second Marsh.

The Marsh Committee would be chaired by a representative from the City of Oshawa with one representative each from Ducks Unlimited, CLOCA, Environment Canada and Friends of the Second Marsh. The membership may be subject to change in the future depending on the participation of new partners. The Marsh Management Committee would meet twice per year and at the call of the Chair if issues arise that require input and coordination of the Committee.

Support

Ducks Unlimited, Environment Canada, CLOCA and Friends of Second Marsh have indicated a strong interest to participate in the Marsh Management Committee to guide the various activities proposed for Second Marsh.

A chart noting the roles identified for the stakeholders is appended to this report as Attachment 1.

4.0 FINANCIAL IMPLICATIONS

There are no financial implications to the City of Oshawa for capital restoration programs at this time. Ducks Unlimited has indicated they will assume this responsibility in return for a long-term management agreement for a term of 30 years. It is a very early stage to establish a capital contribution, however an estimate is \$300,000 with limited ongoing maintenance costs anticipated.

Operating costs for park maintenance, which the city currently undertakes, are included in the operating budget.

5.0 CONCLUSION

Management Option

When the roles were defined at the detailed level that has been noted within the report, the collective group reviewed two similar management options. It became clear that there is only one logical management structure that will work for the various activities that are to be planned and coordinated for the Second Marsh.

There are now five distinct streams of activity, which can be allocated to the organization, which will take the lead. The following listing notes the organization and the lead role:

Ducks Unlimited – Marsh Restoration

CLOCA/Environment Canada – Environmental Monitoring

Friends of Second Marsh – Education/Interpretation/Stewardship

City of Oshawa- Operational Management
- Marsh Management Committee

An organizational chart of the Management Model is appended to this report as Attachment 2.

In creating a model that is effective and efficient, it is important to give an organization the accountability within a framework for that activity which will allow them to proceed with the task at hand.

From an operating perspective it is proposed that each major stakeholder would take the lead and have responsibility for their area previously stated. The following provides a thumb nail sketch as to how staff would envision the structure to operate.

Ducks Unlimited

Once the City of Oshawa develops an operating agreement with Ducks Unlimited, DU would undertake the marsh restoration efforts starting with study, design and project implementation. As appropriate they would contact other groups and agencies for input and approvals as required. At previously identified milestone points, such as final design of the project, they would meet with the Marsh Management Committee and obtain input.

CLOCA/Environment Canada

A letter of understanding would be prepared and exchanged between CLOCA and the City outlining the function they would undertake to establish and operate a monitoring program. Environment Canada may or may not enter a formal arrangement. They do not usually sign agreements unless it is related to a specific project they fund and normally use a memorandum of agreement.

CLOCA would then develop a standard protocol for monitoring and identify what role others would take in the monitoring efforts, such as, the monitoring DU would do for their project and what activities volunteers could undertake, etc. On a regular basis, this group would advise the Marsh Management Committee of issues, such as, the development of the standard protocol.

Friends of Second Marsh

Friends have been the driving community force behind the preservation and restoration of the Second Marsh. They have recognized that they do not have the expertise or financial resources to implement restoration efforts and fully support DU in assuming this role.

Friends have been developing marsh activities and some educational programs with local school boards and the community. They have also run a successful stewardship program. They plan to expand opportunities with the school community that will provide curriculum-based environmental programs that will be self-funding in wetland education.

Friends would also like to further explore opportunities to develop some type of interpretation facility which, at this stage, is not fully articulated. They wish to continue the role of stewardship in the watershed and expand it where possible. The program development for Friends, and the expanded programs they wish to deliver, will be brought to the Marsh Management Committee and City Council from time to time as they develop.

City of Oshawa.

The City of Oshawa, through the Parks and Facilities Maintenance Branch, will continue to provide annual maintenance to the Second Marsh area based on park maintenance standards approved by Council and the annual operating and capital budget programs for the City.

The City of Oshawa will create a Marsh Management Committee to co-ordinate all activities and projects at the Second Marsh. The committee has proposed to include a representative from each major stakeholder. The committee would meet twice yearly, or as required, to conduct business. When appropriate, the committee will report to City Council on various matters relating to Second Marsh activities for guidance and approvals as necessary. It is proposed that as a minimum an annual report would be prepared to update Council on a yearly basis.

The City of Oshawa is very fortunate to have a valuable environmental resource such as Second Marsh within its urban boundary. The city has also been blessed with community volunteers such as Jim Richards and Friends of Second Marsh that have rallied to bring additional support from other levels of government and the private sector.

When the Honorable David Crombie, the Commissioner of the Waterfront Trust, stopped in Oshawa on the Waterfront Relay, he indicated that what made Oshawa unique from other waterfront communities was the number of partnerships this community has developed. Oshawa developed a successful Second Marsh partnership in the past from 1992 to 1996 with Friends of Second Marsh, Environment Canada and the City as co chairs along with many partners.

Through a spirit of support and co-operation from our long-term stakeholders we are able to propose a new management model that will see the key partners in each area lead their specific area of interest to bring together the various activities to restore the Second Marsh and create long-term benefits for the community.

The restoration work proposed by DU is supported by many successful restoration projects undertaken over a number of years. The results of the restoration works are anticipated to be a healthy and diverse Second Marsh.

The overall monitoring proposed for wildlife and habitat areas proposed by CLOCA and Environment Canada will document under a standard protocol the existing and future conditions which will provide information to track changes in the marsh community. This will assist in future decisions in marsh management.

Friends of Second Marsh have identified the many opportunities in the areas of education, interpretation and stewardship. All roles lead to education of the public on the importance of the natural environment. Friends of Second Marsh will be developing programs in these areas beyond those they presently deliver.

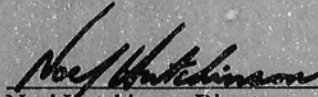
The City of Oshawa will continue with park maintenance of the Second Marsh area. In addition the City of Oshawa will act as the co-ordinating body to harmonize the various activities and projects at the Second Marsh.

The Second Marsh is a community asset with events, projects and enhancements to the marsh shared widely with the public through the media. In order to inform the public on new restoration efforts and the range of activities planned for the marsh it is suggested a public information session be held through an open house with representatives from the major stakeholder groups describing their future activities. This would be held when the information on the restoration work is in a suitable format.

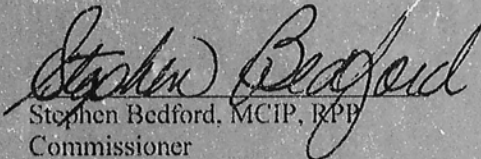
6.0 RECOMMENDED ACTION

That the Operational Services Committee recommend to City Council:

1. That the management model outlined in the report from the Commissioner of the Department of Operational Services, Item No. OS-00-160 be endorsed by Council.
2. That staff develop a long-term agreement with Ducks Unlimited for the restoration of Second Marsh and in accordance with general description as noted in the report and report back to Committee.
3. That staff develop an agreement with Friends of Second Marsh to enable Friends to establish and promote programs for Second Marsh that include education, interpretation and stewardship and report back to Committee with the general terms when appropriate.
4. That staff develop a letter of understanding with the Central Lake Ontario Conservation Authority for an environmental monitoring program and report back to Committee.



Noel Hutchinson, Director
Parks & Facilities Maintenance Services
Department of Operational Services



Stephen Bedford, MCIP, RPE
Commissioner
Department of Operational Services

SB/NH/lb/mp

ROLES IDENTIFIED

Ducks Unlimited

- Marsh restoration
- Stewardship in rural areas with farm community, partner or enhance existing effort
- Could participate in educational but not lead role
- Monitoring of D.U. Wetland Restoration following established D.U. Standards
- Member Marsh Management Group

CLOCA

- Flood control and regulatory – review and approval
- Has active educational role but not in wetlands currently
- Disseminate stewardship information
- Could participate in monitoring
- Open to any potential opportunity at this point with no preconceived notions
- Are working on a wetland curriculum currently
- Engineering/Technical input
- Member Marsh Management Group

Environment Canada

- Monitoring – mainly wildlife
- Possible other areas that may be appropriate to participate in
- Transfer information from this site to others
- Member Marsh Management Group

Friends of Second Marsh

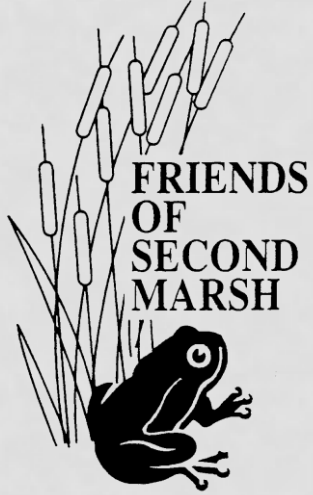
- Educational interpretive
- Volunteer coordination
- Community events
- Facilitation between outside groups
- Non-profit organization to access opportunities
- Stewardship
- Development of Interpretive Centre
- Could assist but not lead monitoring
- Community Support
- Member Marsh Management Group

City

- Inspection of facilities
- Maintenance of infrastructure
- Coordination – Marsh Management Group
- Exercise ownership
- Development of agreements
- Political/Community Support
- Engineering input

MANAGEMENT MODEL





Our vision is to lead the protection and appreciation of Second Marsh and a healthy environment

STRATEGIC PLAN

2020 TO 2025



MISSION

- Establish beneficial stewardship activities
- Develop and deliver high-quality educational programs
- Engage and involve all sectors of the community, for the delivery of projects and programs.
- Create partnerships with universities, research institutions and corporations to promote wetland and environmental research.



GOALS

- **Maintain and Grow FSM** – organizational sustainability (operational and financial) and community impact and awareness
- **Habitat protection and restoration** – stewardship, marsh and wetlands health for flora and fauna
- **Community engagement and education** – increase membership, leverage citizen science opportunities, educational activities, restoration of walking trails
- **Wetland protection** – environmental research and project partnerships



PRIORITIES 2021

- **Wetland Restoration** – Complete Let's De-Phrag the Marsh! Initiative (Year 2) management actions in McLaughlin Bay Wildlife Reserve
- **Education** – Create and implement invasive phragmites public education program; maintain environmental stewardship programs
- **Community Engagement** – Grow FSM membership and leadership capacity (Board); Build new and revitalize old community/government partnerships
- **FSM Sustainability** – Continue operations and programming under COVID-19 restrictions; Identify new funding sources to enable modest organizational expansion and mitigate financial risks; Review staffing needs and/or requirements
- **Trail Restoration** – Initiate discussions with stakeholders: GM, City of Oshawa/Region, CLOCA, etc.



PRIORITIES 2022

- **Wetland Restoration** – Complete Let's De-Phrag the Marsh! Initiative (Year 3) management actions in McLaughlin Bay Wildlife Reserve
- **Education** – Expand invasive phragmites public awareness; maintain environmental stewardship programs; Re-establish Kids in the Marsh (in-person) Camp
- **Community Engagement** – Grow FSM membership; Seek opportunities to engage new Oshawa/Canada residents in a meaningful environmental fellowship; Seek opportunities for First Nations collaboration
- **FSM Sustainability** – Identify new funding sources and strategic partnerships to enable modest organizational expansion and mitigate financial risks
- **Trail Restoration** – Create infrastructure improvement plans with stakeholders: GM, City of Oshawa/Region, CLOCA, etc.



PRIORITIES 2023 ~ 2025

- **Wetland Restoration** – Continue Let's De-Phrag the Marsh! Initiative management actions in adjacent properties zones and begin in Second Marsh Wildlife Area zones; Propose action plan(s) for other invasive plant species
- **Education** – Kids in the Marsh (in-person) Camp; Expand education scope to First Nations history and stewardship approach
- **Community Engagement** – Grow FSM membership; Re-establish significant annual public outdoor event
- **FSM Sustainability** – Stable funding model with strong strategic partnerships; Enhance FSM Board diversity to reflect our community
- **Trail Restoration** – Complete action plans and implement infrastructure improvements with stakeholders: GM, City of Oshawa/Region, CLOCA, etc.



IMPACT MEASUREMENT

- 2025: Reduce Invasive Phragmites cover in McLaughlin Bay Wildlife Reserve, by 80%
- 2025: Committed Action plan for Second Marsh Wildlife Area invasive plant species including phragmites in sensitive marsh habitats
- 2025: Increase active membership to 100+ members
- 2025: Active, strategic, invigorated and diversified FSM Directors, Honorary and Advisory Boards
- 2025: FSM Staff expansion to support expanded capacity which could include an Executive Director
- 2025: Stable operating budget at \$150K-200K per year

SERVICE AGREEMENT

Dated this XXth day of XX, 202X

BETWEEN:

THE CORPORATION OF THE CITY OF OSHAWA

(Hereinafter referred to as the “**CITY**”)

- and -

THE FRIENDS OF SECOND MARSH

(Hereinafter referred to as the “**FSM**”)

This SERVICE AGREEMENT sets out the terms of an agreement between The Corporation of the City Oshawa (the “CITY”) and FSM (collectively referred to herein as the “Parties”), as set out below.

1. RECITALS

WHEREAS Oshawa Second Marsh (“OSM”) is one of the last and the largest, most biodiverse coastal wetland on the north shore of Lake Ontario and designated a Provincially Significant Wetland, a Provincially Significant Area of Natural and Scientific Interest, for its cultural heritage value and interest under the *Ontario Heritage Act*, R.S.O. 1990, c. O.8, and Urban River Valley as part of the Greenbelt; and,

WHEREAS OSM is comprised of a 137-hectare healthy, diverse ecological system whose significant features and functions are valued and protected to provide ecosystem services for present and future generations; and,

WHEREAS the CITY dedicates all natural open space within the CITY to the residents of the CITY and others who may use them for their healthy, passive recreational enjoyment and education; and,

WHEREAS on May 1, 2000, Oshawa City Council endorsed the management model outlined in Report-OS-160 dated April 25, 2000, and directed staff to develop an agreement with FSM to establish and promote programs for Second Marsh that include education, interpretation and stewardship; and,

WHEREAS the CITY and FSM share a strong commitment and support the protection, maintenance, improvement and management of OSM and welcome clear and concise expectations, improved efficiency, coordination and cooperation, and clarity around roles and responsibilities;

NOW THEREFORE in consideration of the covenants and agreements contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. DEFINITIONS

Definitions: Capitalized terms in this agreement will have the meanings ascribed to them in the letter paragraphs of this Section. Where a word is used without a capital letter, its regularly understood meaning will apply.

“CLOCA” means the Central Lake Ontario Conservation Authority.

“CITY” means The Corporation of the City of Oshawa, and includes its elected officials, directors, officers, employees, volunteers, servants, agents and contractors, and its successors and assigns.

“COMMITTEE” means the Second Marsh Management Committee consisting of one designated representative from each PARTNER AGENCIES including Ducks Unlimited, CLOCA, FSM and two employees from the CITY which comes together to guide the various activities proposed for Oshawa Second Marsh. Representatives or PARTNER AGENCIES may be subject to change.

“PARTNER AGENCIES” means those agencies which have partnered with the CITY in the management of OSM including CLOCA, Ducks Unlimited Canada and FSM.

“PLANS” means management plans related to OSM, endorsed (in principle) by City Council, to govern the management and restoration of the OSM.

“OSHAWA SECOND MARSH” means the lands as shown graphically on Appendix “A” to this Service Agreement and labelled as “Oshawa Second Marsh” (also referred to as the “PROPERTY”).

“SPECIALIZED STRUCTURES” means structures that are not considered a City asset for which another agency has agreed to take on the responsibility to construct, maintain and finance, and include but are not limited to the following: the berm, fish gate, pump house, information kiosk, and donation sign.

3. TERMINATION

- a) The term of this Agreement shall be five (5) years commencing on XXX, 202X. The Agreement will automatically renew on an annual basis unless one of the parties terminates the Agreement as set out herein.

- b) Either party may at any time request a review and/or revision of the roles and responsibilities outlined in this Agreement. No revision or amendment to this Agreement is valid unless agreed to by both the City and FSM in writing.
- c) Any party may terminate this Agreement at any time upon giving ninety (90) days' notice and its reasons thereof to the other party.
- d) This Agreement will automatically terminate if the charitable organization status is lost by FSM or if funding support is not renewed by Council.

4. PROPERTY ACCESS

- a) FSM shall have access to OSM for the purpose of undertaking roles and responsibilities identified in Section 5.2.
- b) Volunteers will be required to sign a waiver that protects the CITY and shall be in a form and content subject to the satisfaction of the CITY's Commissioner, Community & Operation Services and the City Solicitor and/or their designate(s).
- c) The CITY reserves the right to close or restrict public access to some or all portions of OSM for the purposes of construction, maintenance or safety. Where possible, the City will notify FSM in advance of any scheduled work.

5. ROLES & RESPONSIBILITIES

5.1 CITY

- a) The CITY reserves the right to design and construct supporting facilities on CITY property related to OSM in accordance with CITY standards and design guidelines.
- b) The CITY will consult with stakeholders in accordance with the CITY's Public Consultation process acknowledging that the CITY's various PARTNER AGENCIES, including FSM, contribute to the overall management of OSM.
- c) The CITY shall advise FSM of any wetland research relevant to OSM and may share results, as appropriate, with PARTNER AGENCIES subject to Section 7, Confidentiality of this AGREEMENT and, where appropriate, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 ("MFIPPA").
- d) The CITY will be responsible for the ongoing operational maintenance of OSM, with the exception of the maintenance of SPECIALIZED STRUCTURES installed and maintained by others, in accordance with the CITY's regular operating standards. This includes the following:

- i. development of an overall master plan for public use which may include design and implementation of wayfinding and compliance signage, trails, parking, and viewing nodes pending available funding.
 - ii. implementation of the overall master plan with assistance from PARTNER AGENCIES, where appropriate, pending available funding.
 - iii. grass cutting and limited mowing of grass, where appropriate, such as adjacent to the berm and the Great Lakes Waterfront Trail.
 - iv. tree maintenance including trimming and removal when hazardous to the public such as along or adjacent to trails open to the public.
 - v. tree planting with assistance from PARTNER AGENCIES, where and when appropriate, and pending available funding and resources.
 - vi. the placement of litter cans and the removal of garbage from the cans on a regular basis or as needed.
 - vii. removal of debris from the creek, including log jams.
 - viii. placement, inspection and maintenance of CITY assets including benches, trails, wayfinding and compliance signage (including user code, warning signs, etc.) and infrastructure such as viewing platforms.
 - ix. installation of interpretative signage with guidance from FSM and other PARTNER AGENCIES.
 - x. noxious species management when deemed a hazard to the public such as wild parsnip when in close proximity to maintained areas such as trails or in partnership with PARTNER AGENCIES pending available funding.
 - xi. approval of all work undertaken on CITY property.
 - xii. maintenance of the parking lot at the south end of Townline Road South.
 - xiii. maintenance of the Great Lakes Waterfront Trail.
- e) The CITY may also promote FSM summer recreation programs in an activeOshawa recreation program guide and provide in-person and online program registration services including program registration, payment processing, program withdrawals and program refunds on a cost recovery basis. The CITY will provide class registration lists prior to the program start date.

- f) The CITY agrees to provide annual funding to FSM in the amount of \$42,200 for the development and delivery of education, interpretation and stewardship programs at OSM pending annual budget approval.
- g) The CITY shall provide in-kind office space at a value of \$5,050 for FSM to operate. The feasibility of providing office space will be reviewed on an annual basis. The CITY shall give six (6) months' notice if the CITY is unable to provide office space.
- h) The City will provide access to the office space during facility operating hours when City staff are on-site. Facility operating hours will be provided seasonally based on staff work schedules. The City will provide FSM with a maximum of two (2) keys to the office space.
- i) FSM will not be a key holder to the facility. They will have access to the facility when City staff are present.
- j) The representative designated under Section 5.3 shall Chair the COMMITTEE, unless otherwise arranged.
- k) The Commissioner of Community & Operation Services will be authorized to sign any future amending agreements if administrative in nature or in the event that City Council approves a change in the funding amount specified under section 5.1(f) or in-kind services under section 5.1(g).

5.2 FSM

- a) FSM shall lead and be responsible for the development and delivery of an "Education, Interpretation and Stewardship Program" at the OSM which shall include, but not limited to, the following:
 - i. **Communications:** Lead the development and implementation of a public communication strategy regarding FSM education, interpretive and stewardship services, which shall include an up-to-date website, social media presence, and on-site interpretive signage that provide regular updates, promote FSM programs and raise awareness about the functions and value of the OSM.
 - ii. **Interpretive Services:** Engage the community, for example through organized guided hikes, workshops, presentations, festivals and signage that allows visitors to experience the OSM.
 - iii. **Education Services:** Provide learning opportunities and programs, for example, free or fee-based programs and/or camps, citizen science

programs in partnership with residents, schools and post-secondary institutions, organizations and community groups.

- iv. **Stewardship Services:** Organize and manage volunteers in stewardship and restoration activities that support the implementation of the PLANS.
- b) FSM may design, build and maintain interpretive facilities including an information kiosk and/or public shelter on the PROPERTY provided that all plans and installation are approved by the CITY, and FSM agrees to the ongoing funding and maintenance of such SPECIALIZED STRUCTURES.
- c) FSM shall be responsible for implementing an interpretive signage program in accordance with CITY design standards, including determining the need and placement of educational/interpretive signs, sign information, sign purchasing and regular inspection of the signs. This shall occur in consultation with and subject to consent by CITY staff. Sign placement and replacements must be coordinated with the CITY.
- d) FSM shall take reasonable care to prevent damage to any CITY property used by it during its operation and shall, insofar as possible, protect all such property; and shall keep any facilities on CITY property clean and presentable.
- e) FSM will ensure that volunteers sign appropriate waivers in a form and content satisfactory to the CITY's Commissioner, Community & Operations Services and the City Solicitor.
- f) FSM shall coordinate with the CITY, as per the provided activeOshawa production schedule, summer recreation program information for inclusion in the City's activeOshawa recreation program guide. FSM will be provided with a draft of the document for approval prior to production.
- g) FSM shall coordinate with the CITY's Arts Program Coordinator invoicing to the CITY for payment for the registration at the end of the summer.
- h) Upon the conclusion of the program session, FSM will issue an invoice to the City for payment of the registration fees collected by the City on behalf of FSM, less \$5.00 per program registrant. In addition, the City reserves the right to recover the costs associated with the charges levied by financial institutions for Interac payments and refunds.
- i) FSM shall provide the CITY on an annual basis with a summary report on the education, interpretation and stewardship services at OSM including, but not limited to, the number of events, number of participants engaged, stewardship activities, and value of external grant funding and donations leveraged annually.

- j) FSM shall consult with the CITY on any proposed special projects related to restoration activities that are not considered regular events to ensure that the work is in-line with the PLANS.
- k) FSM shall abide by and ensure compliance at all times with the CITY's Parks and Facilities By-law 83-2000, as amended, and all other CITY by-laws, and Federal and Provincial legislation, as applicable.
- l) FSM shall report through Service Oshawa any issues that require the CITY's immediate attention, maintenance or safety related concerns, including but not limited to illegal activities such as dumping and graffiti.
- m) FSM shall advise the CITY of any wetland research relevant to OSM and shall share results with the CITY.
- n) FSM will assign one member to sit on the COMMITTEE.
- o) FSM is required to provide and maintain a current liability insurance certificate for the duration of use of the office space. The liability insurance coverage must include bodily injury and property damage, product liability, personal injury and tenant's legal liability. The City of Oshawa must be named as an additional insured and the facility address must be identified on the certificate. The certificate will be provided to City staff upon renewal.

5.2.1 Financial

- a) FSM shall raise operating and capital funds by leveraging external financial opportunities including grants, funding and donations to support operations, activities and special projects.
- b) FSM shall conduct its fiscal operations in accordance with accepted business practices and shall utilize an accounting system, which will provide the information required of a registered charity by Revenue Canada and provincial legislation.

5.2.2 Personnel

- a) FSM employees shall maintain standards of discipline, grooming, and conduct among its personnel, consistent with the FSM Employee Manual.
- b) FSM employees shall wear easily observable and readily identifiable indicia of FSM affiliation while on FSM business.
- c) FSM employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are CITY employees.

5.3 Liaison

- a) FSM shall designate an FSM employee and/or Board member who are authorized to act as liaison with the PARTNER AGENCIES.
- b) The Commissioner of Community & Operations Services and/or their designate shall designate an employee to act as liaison with FSM.

6. INDEMNIFICATION AND INSURANCE

- a) FSM agrees that it shall at all times defend, indemnify and save harmless the CITY, its elected officials, directors, officers, employees, servants, volunteers, agents and contractors, and its successors and assigns from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or attributable to anything allegedly or actually done or omitted to be done by FSM, its officers, employees, volunteers or agents in connection with services performed by FSM or in any way related to this Agreement.
- b) FSM shall protect itself from and against all claims which might arise from the services performed by FSM, its officers, employees, volunteers and agents under this Agreement where bodily injury, including death, or property damage is caused and for this purpose shall, without restricting the generality of the foregoing, maintain commercial general liability insurance acceptable to the CITY and subject to a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury, including death, and damage to property including loss of the use thereof with the CITY added as an additional insured.
- c) FSM shall provide a certificate of insurance completed by FSM's insurer, in a form acceptable to the CITY, setting out the insurance required of FSM under this Agreement. The certificate of insurance shall include the CITY as an additional insured and shall include a provision requiring the insurer to give 30 days prior written notice to the CITY in the event that the policy is materially changed or cancelled.
- d) Employees, volunteers and agents of FSM are not employees, volunteers and agents of the CITY and do not receive any benefits by the CITY nor are they covered under insurance by the CITY.
- e) The FSM Articles of Incorporation and By-Laws shall comply with the requirements of the *Ontario Not-for-Profit Corporations Act*, S.O., 2010, C.15. Non-profit status must be maintained in accordance with Provincial and Federal Laws. FSM shall file for registration with Revenue Canada as a charitable organization and will make available for inspection at the request of the CITY

documents demonstrating charitable organization status. FSM will immediately notify the CITY if FSM's application for registration as a charitable organization is rejected or if charitable organization status is lost.

7. PRIVACY AND CONFIDENTIALITY

7.1 Privacy and Confidentiality

- (a) During and throughout the Term of this Agreement, it may be necessary for the Parties to disclose confidential, proprietary or otherwise sensitive business information. Prior to the disclosure or use of any such information, the Parties may enter into a separate confidentiality agreement or such other agreement containing confidentiality covenants.
- (b) Notwithstanding anything in this Agreement, the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 prevail to the extent of any discrepancy between this Agreement and any requirement of those statutes and regulations thereunder.

8. GENERAL PROVISIONS

8.1 Use of Names

The CITY and FSM shall not use the name(s), logo(s) or trademark(s) of the other party, in any form of advertising or publicity, unless it has obtained such party's prior written permission.

8.2 Notices

All notices, requests and communications made under this Agreement must be made in writing and delivered to the addresses set forth below or to such other address designated by a party by written notice. Notices are effective upon receipt.

For the Friends of Second Marsh

NAME, TITLE

ADDRESS LINE PO Box 31003, RPO Kingsway Village

Oshawa, Ontario, Canada L1H 8N9

For the Corporation of the City of Oshawa:

City Clerk

50 Centre Street South

Oshawa, Ontario L1H 3Z7

ACKNOWLEDGEMENT

In witness whereof the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the last date of signature.

FRIENDS OF SECOND MARSH

Name:

Title:

Date

THE CORPORATION OF THE CITY OF OSHAWA

Name:

Title: Commissioner, Community & Operations Services

I have the authority to bind the Municipality pursuant to
Report XXXX and City Council direction given on
Date X, 2022.

DRAFT

Appendix A: Oshawa Second Marsh



Oshawa Second Marsh —