

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING made the 15th day of Sept., 2023.

BETWEEN:

The Corporation of the Municipality of Tweed
("the Municipality")

OF THE FIRST PART

- and -

QUINTE CONSERVATION AUTHORITY
("the QCA")

OF THE SECOND PART

Hereinafter the Municipality and the QCA shall collectively be referred to as the "**Parties**"

WHEREAS the QCA is a Conservation Authority established under the *Conservation Authorities Act* ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of the QCA;

AND WHEREAS the Act permits the QCA to provide non-mandatory programs and services under a Memorandum of Understanding or such other agreement as may be entered into with a Municipality;

AND WHEREAS the QCA is prepared to provide certain non-mandatory programs and services to the Municipality;

AND WHEREAS the Municipality wishes to avail itself of those programs and services described in this Memorandum of Understanding (MOU) and to pay the amount charged by the QCA for those programs and services;

NOW THEREFORE, in consideration of the terms of this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Entire Memorandum of Understanding

1.1. This MOU, together with:

Schedule "A" - Category 2 Programs and Services

Schedule "B" - Category 3 Programs and Services

constitutes the entire MOU between the Parties with respect to the subject matter contained in this MOU and supersedes all prior oral or written representations and agreements.

1.2 This MOU will be posted publicly on the QCA's website to comply with requirements under the *Conservation Authorities Act*.

2. Definitions

2.1 In this MOU:

"Category 2" means the municipal programs and services that the QCA hereby agrees to provide at the request of and on behalf of the Municipality; and

"Category 3" means the programs and services that the QCA's Board wishes to provide on behalf of the

watershed to further the *Conservation Authorities Act* under a cost apportioning agreement amongst participating municipalities who agree to the implementation of the programs and services, as outlined in the QCA's Programs & Services Inventory.

3. Term of Memorandum of Understanding

3.1 The initial term of this MOU shall commence on the date this MOU is signed by the Parties and shall, subject to the renewal provisions of this MOU, end on December 31, 2028 ("the Initial Term").

3.2 Unless this MOU has been terminated early in accordance with the terms or conditions of this MOU, the MOU shall be automatically renewed for a five (5) year term from December 31, 2028 ("**Renewal Term**"), on the same terms and conditions contained herein.

3.3 This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term and each Renewal Term. It is the QCA's responsibility to initiate the review with Municipality at least one hundred and twenty (120) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

3.4 Subject to the provisions of Clause 9 of this MOU, the terms and conditions of this MOU may be amended at any time with the mutual written consent of both of the Parties.

4. Fees and Payment

4.1 The cost structure for the programs and services provided in Schedule A and Schedule B shall be based on the actual costs to the QCA of providing the programs and services.

4.2 An increase will be applied to the total fees for the programs and services provided in Schedule A and Schedule B effective January 1 in each calendar year and will be no less than the same percentage as the QCA's overall levy increase.

4.3 The fees apportioned to the Municipality will be calculated annually using the benefit-based apportionment method for Schedule A services and the Municipal Current Value Assessment (MCVA) apportionment method for Schedule B services. The MCVA apportionment method shall be based on the ratio that the Municipality's modified current value assessment is of all participating municipalities. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the meeting at which the budget is approved.

4.4 In addition to the foregoing cost structure for programs and services provided in Schedule A and Schedule B, the QCA may charge a user fee in the delivery of any programs and services listed, as appropriate.

4.5 The Municipality shall pay the QCA all fees and charges as invoiced by the QCA pursuant to this MOU within sixty (60) days of the date of the invoice.

5. Notice

Any notice in respect of this MOU shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the Party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such Party as follows:

- (1) in the case of the Municipality, to:
The Corporation of the Municipality of Tweed
255 Metcalf Street, Postal Bag 729
Tweed, Ontario K0K 3J0

Attention: Gloria Raybone, CAO/Treasurer
Email: cao-treasurer@tweed.ca

(2) in the case of the QCA, to:
Quinte Conservation
2061 Old Highway # 2
Belleville, ON K8N 4Z2

Attention: Brad McNevin, Chief Administrative Officer
Email: bmcnevin@quinteconservation.ca

or to such other addresses as the Parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

6. Force Majeure

Neither Party shall be in default with respect to the performance or non-performance of the terms of this MOU resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such Party and not caused by the act or omission of such Party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

7.0 General

7.1 The QCA shall not hold itself out as an employee of the Municipality.

7.2 The QCA may subcontract all or any portion of the programs or services in its sole discretion, provided that any such subcontracted program(s) or service(s) conforms to the terms of this MOU. Nothing contained in this MOU will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Municipality. No subcontract will relieve the QCA from any obligation under this MOU or impose any liability on the Municipality unless otherwise agreed to in writing.

7.3 The QCA will maintain confidentiality of any information provided by the Municipality and identified as confidential and will limit disclosure of such information to only those individuals who require access to the information in order to complete the program or service, or as required to be disclosed by law.

7.4 Notwithstanding the foregoing, the Municipality acknowledges and agrees that all programs and services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the QCA is required to develop and implement under the *Conservation Authorities Act*.

8. Dispute Resolution

If requested in writing by either Party, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration. The arbitrator shall be appointed by the agreement of the Parties.

No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either of the Parties.

The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the Parties.

The provisions of the Arbitration Act, R.S.O., 1991, Chapter 17, as amended shall apply.

9. Early Termination

This MOU shall terminate automatically upon either Party providing the other Party with prior written notice of their intention to terminate this MOU given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year. Upon such written notice of intention to terminate this MOU being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all Parties in writing, shall be the "Termination Date". In the event this MOU is terminated, any operating expenses and costs incurred by the QCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

10. Termination

Upon a termination notice being given, the QCA shall be entitled to operational and capital costs reasonably incurred up to the date of the termination notice and all ongoing fixed costs incurred in reliance on the funding commitment of the Municipality. The Municipality shall pay the QCA within thirty (30) days of termination.

11. Insurance

Both Parties agree to obtain and maintain in full force at all times, Certificates of Insurance for commercial general liability at a minimum level of two million dollars (\$2,000,000) and shall add the other Party as a named insured for Appendix A – Drinking Water Source Protection Services (if applicable).

12. Execution

This MOU may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the Parties, and all such counterparts together shall constitute one MOU and shall be a valid and binding agreement among the Parties hereto as of the date first above written.

13. Severability


If any term or provision of this MOU shall to any extent be held to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be separately valid and enforceable to the fullest extent permitted by law.

14. Successors

This MOU shall ensure to the benefit of and be binding upon Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Municipality and the QCA have signed this Memorandum of Understanding.


The Corporation of the Municipality of Tweed:



Name *Gloria Reuben*
Position *CAO/Treasurer*

I have authority to bind the Municipality.

QUINTE CONSERVATION AUTHORITY



Brad McNevin
Chief Administrative Officer/Secretary-Treasurer



Chris Malette
Chair

I / We have authority to bind QC.

Appendix A – Category 2 Programs and Services

(Only applicable to Centre Hastings, City of Belleville, Deseronto, Madoc, Marmora and Lake, Prince Edward County, Town of Greater Napanee and Tweed)

1. DRINKING WATER SOURCE PROTECTION

Quinte Conservation has been operating under an existing agreement to provide the Source Water Protection Part IV Enforcement services Since 2019/2020. This agreement will supersede the Existing Agreements and ensure compliance with the changes brought forward by the Province of Ontario. Appendix A Section 1 of the agreement only applies to the following municipal partners - Centre Hastings, City of Belleville, Deseronto, Madoc, Marmora and Lake, Prince Edward County, Town of Greater Napanee and Tweed.

Goals:

The goals of the service agreement between the municipality and Quinte Conservation are:

- a) To delegate Part IV responsibilities from the Municipality to the Conservation Authority by appointing the Conservation Authority to carry out enforcement under Part IV of the Act within the Municipality, and
- b) To administer and enforce Part IV responsibilities for all lands located within the Municipality's jurisdiction from the regional Quinte Conservation Risk Management Office. This includes lands within the vulnerable areas surrounding the municipal Drinking Water System.
- c) To delegate education and outreach responsibilities from the Municipality to the Conservation Authority related to *Policy-G-1: Education and Outreach* in the *Quinte Region Source Protection Plan*.

General Conditions:

- d) Under section 4 of the Act, the Quinte Conservation Authority serves as the Source Protection Authority for the Quinte Source Protection Area. Ontario Regulation 284/07 under the Act designates the participating municipalities for the Quinte Conservation Authority when it acts as the Source Protection Authority under the Act.
- e) The Act states that municipalities are responsible for Part IV enforcement of Source Protection Plans. The Act further provides that a municipality may enter into an agreement for the enforcement of Part IV by a board of health, a planning board, or a Source Protection Authority.
- f) This Agreement shall be applicable to all lands located in the Municipality that are subject to Part IV of the Act.
- g) The Conservation Authority shall faithfully carry out its duties hereunder on a fee for service basis in accordance with the Act, the Quinte Region Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.
- h) The Conservation Authority will appoint such Risk Management Officials and Risk Management Inspectors as are necessary pursuant to subsection 48 (2) of the Act and shall issue a certificate of appointment to the Risk Management Officials and Risk Management Inspectors as per subsection 48 (3) of the Act.
- i) The Risk Management Officials and Risk Management Inspectors will be qualified as prescribed by the Regulation.

1.1 Risk Management Official/Risk Management Inspector Services

Quinte Conservation Authority Responsibilities:

- i) Appointing Risk Management Officials and Risk Management Inspectors as necessary for the administration and enforcement of Part IV of the *Clean Water Act* (Act) under this MOU, and who are qualified in accordance with the provisions of Section 53 of the Act.
- ii) Providing Restricted Land Use mapping to the participating municipalities and establishing protocols, in consultation with municipal staff, to facilitate information sharing.
- iii) Inspecting, monitoring and ensuring compliance with prohibition policies under Section 57 of the Act and with risk management plans under Section 58 of the Act.
- iv) Reviewing all development, building permit and land use planning applications for properties within the areas designated as Restricted Land Use in the Quinte Source Protection Plan and issuing notices with respect to Restricted Land Use under Section 59 of the Act prior to those applications proceeding
- v) Negotiating or, if negotiations fail, establishing risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location designated under Section 58 of the Act, as identified under the Quinte Source Protection Plan
- vi) Charging fees for the establishment of a Risk Management Plan, where negotiations have failed
- vii) Making resolutions under s.55 of the Act, as deemed necessary
- viii) Reviewing and accepting risk assessments that meet the requirements of Section 60 of the Act
- ix) Maintaining adequate records of all documents and materials used in performing the duties required under this Agreement, and in accordance with s. 54. (1) of the Act and making records available to the public when required to do so and to the Participating Municipalities on request
- x) Preparing documentation for and making provisions for staff to attend Ontario Land Tribunal Hearings if required
- xi) Using powers of entry on properties where required, as detailed in Section 62 of the Act, and obtaining inspection warrants from a court when required
- xii) Issuing orders and notices and exercising any other powers set out under Part IV of the Act to ensure compliance with the Quinte Source Protection Plan
- xiii) Reporting annually on activities to the Participating Municipalities and Source Protection Authority as required under the Act

Participating Municipalities Responsibilities:

Circulate to the Risk Management Official the following items for review and response for properties within the areas designated as Restricted Land Use in the Quinte Source Protection Plan:

- i) building permit applications and preliminary inquiries for building permits
- ii) municipal by-laws that potentially impact land use activities
- iii) land use planning proposals and applications
- iv) other inquiries and applications relating to changes in land use activities

1.2 Source Protection Education and Outreach

Objective 1 - General Awareness

- Increase general awareness of the overall Source Protection Program

Objective 2 - Municipal Water System Customers

- Increase awareness of municipal drinking water systems among all municipal water users, with a focus on where water comes from, how it is treated to ensure it is safe to drink, and the connection between land use practices and water quality.

Objective 3 - Best Management Practices

- Facilitate best management practices on private properties by providing information and motivating behavioural changes regarding drinking water threats set out in the Quinte Region Source Protection Plan.
- Update and development of outreach materials for significant drinking water threats, as needs arise. Creation and distribution of promotional material.
- Updates to the Quinte Conservation Source Water Protection website page, as required.
- Provide information and links to municipalities for website and newsletters.
- Distribution of material through mail outs and door-to-door delivery as required.
- Make use of municipal opportunities for distribution of information.
- Use of Quinte Conservation social media (e.g. Facebook).
- Incorporation of Source Protection messaging at appropriate events (e.g., Plowing match, trade shows, municipality-hosted event upon request).
- A continued support system for the municipalities and public for queries about Source Protection.
- A continued support system for the Risk Management Officials.
- Reporting - Quarterly reporting to the QC Board of Directors, annual report to Municipalities.

2. MOIRA LAKE WEIR INSTALLATION (DOWNY'S RAPIDS)

Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Moira Lake. This weir is an important structure to ensure residents of Centre Hastings can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Centre Hastings. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Moira Lake weir.

3. STOCO LAKE WEIR INSTALLATION

Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Stoco Lake. The weir is an important structure to ensure residents of Tweed can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Tweed. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Stoco Lake weirs.

4. BELLEVILLE ICE CONTROL STRUCTURES

Quinte Conservation staff maintain the Belleville Ice Control Structures on the Moira River in the City of Belleville. These structures maintain head-ponds to promote formation of a solid ice sheet in the winter, the ice sheet insulates the river, reducing frazil ice generation. The ice booms hold the ice sheet in place to reduce potential ice jamming. All expenses related to testing of low flow valves, vegetation clearing, in-water inspections of the ice booms, replacement of deteriorated components, and fastening, clearing, and repositioning of the booms are covered by the City of Belleville. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Belleville Ice Control Structures.

Appendix B – Category 3 Programs and Services

1. SURFACE WATER QUALITY MONITORING PROGRAM

Surface water quality monitoring at 322 baseflow sites, 9 Long-term Monitoring Open water sites, 4 tributary sites (in addition to PWQMN), Lake Ontario nearshore water monitoring at area beaches, coastal wetland monitoring of Bay of Quinte Area of Concern, benthic monitoring at 48 OBBN sites across the watersheds. Costs include staff, equipment and calibration, sampling, analysis, and reporting. The information is used for watershed report cards and watershed project prioritization as part of the mandatory reporting requirements to the province.

2) EDUCATION AND OUTREACH SERVICES

The portion of the education and outreach program not directed to mandated programs primarily centered on watershed and natural environment curriculum. These are curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips to conservation areas and community parks and through online learning.

Education and outreach programs and community events to assist in achieving the objectives of the conservation authority. These programs are open to people of all ages.

3) LANDOWNER STEWARDSHIP SERVICES

The stewardship and restoration services have some key components: one-on-one technical assistant to watershed landowners, connecting landowners with cost-share funding, and the reforestation services. These projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity, and make the watersheds more resilient to climate change. These services when applied across the entire watershed improve the health of the entire system. Examples include the annual native plant and wildflower sales, private land stewardship including tree planting, guided conservation area field trips, webinars, 50 Million Tree program, etc.

3.1 Private Land/Rural Stewardship Program

Our program is designed to work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore, and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Includes partnership programs with Lower Trent CA. Apply for and manage external funding, promote private land stewardship, outreach, provide technical advice and design assistance, participation on technical working groups, etc.

3.2 Tree Planting and Forestry Services

Forestry services including initial site visit to determine if landowners would qualify for a large-scale tree planting and then pass them onto the 50-Million Tree Program local delivery agent. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover. Our goal will be to build on this service in partnership with other lead agencies.

4) DEPOT LAKES CAMPGROUND

Operate a campground and associated facilities at the Depot Lakes Conservation Area in Verona (Township of Central Frontenac) that provides seasonal and interior camping opportunities. This service operates on a cost recovery basis.

5) GREEN ENERGY PROGRAM MCLEOD DAM HYDRO FACILITY

Own and operate a hydro facility and associated infrastructure at an existing water control structure within the City of Belleville. McLeod Dam Hydro Facility was established in 2008 to provide power to 400 homes. The facility has a Feed In Tariff (FIT) contract until August 2028 and a loan set to expire in November 2028. As a member of the Ontario Waterpower Association (OWA) we have been actively participating in the discussions regarding contract renewal for the sale of the energy produced.

Quinte Conservation Authority Inventory of Programs and Services

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
<p>Natural Hazard Management Program Program Description: Conservation Authorities (CAs) are the lead provincial agencies on Natural Hazard issues. The goal is to protect life and property from flooding and erosion. This watershed-wide, comprehensive program includes development applications and permits, municipal plan input and review, environmental planning and policy, flood forecast and warning, flood and erosion control infrastructure, technical studies, ice management, education, and public awareness.</p>						
Environmental Planning and Regulations	Section 28.1 Permit Administration and Compliance	Reviewing and processing permit applications, associated technical reports, site inspections, communication with applicants, agents, and consultants and legal costs associated with violations and court proceedings.	1	CAA s.21.1; Reg.686/21 s. 8		Municipal Levy -
	Municipal Plan Input and Review	Under Part VII of the Conservation Authorities Act – enforcement and compliance to Part VI Section 28 permits	1	CAA s.21.1, s.28		Self-Generated - Provincial -
Flood Forecasting and Warning	Flood Forecasting and Warning	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Site Plans, Consents, Minor Variances). Input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Northern Development, Mines, Natural Resources and Forestry (MNMNRF), delegated to CAs (1983). Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Sec. 28 permit requirements.	1	CAA s.21.1; Reg.686/21 s.6, s.7		Municipal Levy -
	Flood and Erosion Control Infrastructure Operation and Management	Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow surveys, flood event forecasting, flood warning, communications and response and equipment maintenance. Regular meetings with municipal flood emergency coordinating staff.	1	CAA s.21.1		Municipal Levy -
Water Management	Low water response	Water and erosion control infrastructure and low flow augmentation. Includes all 43 water management structures (flood control, weirs, erosion control, low flow augmentation structures, etc.) that are annually inspected, and routine maintenance work completed.	1	CAA s.21.1		Self-Generated - Provincial -
	Moira Lake Weir	Requirement under new regulation - Update asset management plan for these structures. In the future will have costs associated with the Capital Asset Management Plan for Water Control Infrastructure.	1	CAA s.21.1		
City of Belleville Ice Control Structures	Stoco Lake Weir	Conditions monitoring and analysis. Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
	City of Belleville Ice Control Structures	Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Moira Lake. This weir is an important structure to ensure residents of Centre Hastings can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Centre Hastings.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
Flood and Erosion Control Infrastructure Major Maintenance	City of Belleville Ice Control Structures	Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Stoco Lake. The weir is an important structure to ensure residents of Tweed can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Tweed.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
	Flood and Erosion Control Infrastructure Major Maintenance	Quinte Conservation staff maintain the Belleville Ice Control Structures on the Moira River in the City of Belleville. These structures maintain head-ponds to promote formation of a solid ice sheet in the winter, the ice sheet insulates the river, reducing frazil ice generation. The ice booms hold the ice sheet in place to reduce potential ice jamming. All expenses related to testing of low flow valves, vegetation clearing, in-water inspections of the ice booms, replacement of deteriorated components, and fastening, clearing, and repositioning of the booms are covered by the City of Belleville. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Belleville Ice Control Structures.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
		Major maintenance on flood and erosion control structures as required. Projects are dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and support from our municipal partners.	1	CAA s.21.1		Provincial WECI - 50 %; Special Benefitting Municipal Levy - 50%

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Lake Ontario shoreline management. These projects often last one to two years and are distributed over time as human resources and funding is available.	1	CAA s.21.1		Special Benefiting Municipal Levy - Special grant funding when available (i.e., NDMIP) -
Water Quality & Quantity Monitoring						
Program Description: Quinte Conservation, in partnership with Ministry of Environment, Climate Change and Parks (MECP), has established long term sites to monitor surface and ground water conditions as well as an investment into long-term monitoring of climate change trends. Quinte Conservation, in partnership with community organizations, municipalities, and federal and provincial agencies has established sites to monitor surface water quality and quantity as well as many other parameters to support a healthy ecosystem.						
Provincial Program	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring at 28 sites. Quinte Conservation staff take water samples and MECP does lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.	1	Reg.686/21 s.12 (1) 2		
	Provincial Groundwater Monitoring Network (PGMN)	A long-standing CA/MECP partnership for groundwater level and quality monitoring at 30 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation and continues to fund equipment replacements. Data collected supports flood forecast and warning, low water response, and water quality monitoring.	1	Reg.686/21 s.12 (1) 1		Municipal Levy -
Local Initiatives	Integrated Water and Climate Station	Climate monitoring at 5 locations (Price Conservation Area – Skootamatta River also a Provincially Significant Station – Reference site for province; Macaulay Mountain Conservation Area – P&C station; Potters Creek Conservation Area – Environment Canada significant site; Cleveland Road Property – Moira River watershed; Tyendinaga Township at Shannon Road Property – Salmon River; Portland Conservation Area – Napanee River watershed) for groundwater, soil, water quality, snow monitoring and meteorological parameters. Data collected support flood forecast and warning, low water response, water quality monitoring and several external partners including MECP and academic institutions for climate change impacts.	1	Reg.686/21 s.1 (3) 1 iv		Self-Generated - Provincial -
	Surface Water Quality Monitoring Program	Surface water quality monitoring at 322 baseflow sites, 9 Long-term Monitoring Open water sites, 4 tributary sites (in addition to PWQMN), Lake Ontario nearshore water monitoring at area beaches, coastal wetland monitoring of Bay of Quinte Area of Concern, benthic monitoring at 48 OBNN sites across the watersheds. Costs include sampling, analysis, and reporting.	3	Reg.686/21 – s.1.2, s.3, s.7, s.8, s.9, s.10, s.12, s.13		
Requested Partner Projects		Partners provide funding to Quinte Conservation to conduct fisheries assessments, wetland health assessments and research on their behalf. This includes habitat compensation assessments and other related research. This is a component of the CA Act review and relates directly to hazards, protection of headwater features, habitat, and ecosystem health. Past examples include OPG – Big Island; Bay of Quinte Area of Concern Research; Ducks Unlimited Fisheries Assessment at Clarke Island; etc.	3	CAA s.21.1.2		Self-Generated or Partner Funded 100%
Drinking Water Source Protection						
Program Description: The protection of municipal drinking water supplies in the Quinte Conservation region through the development and implementation of the Source Protection Plans.						
	Drinking Water Source Protection Program (DWSP)	Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations.	1	Clean Water Act Reg.686/21 s.3		Provincial Transfer Payment – 100 %

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	DWSP Risk Management Official Services including Education and Outreach	Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements. Carrying out policy G-1-E&F: Education and Outreach responsibilities on behalf of municipalities through service agreements.	2	CAA s.21.1.1		Special Municipal Benefitting Levy – 100 %
<p>Core Watershed-based Resource Management Strategy</p> <p>Program Description: The purpose of a watershed plan is to understand the current conditions of the watershed, and identify measures to protect, enhance, and restore the health of the watershed. Watershed strategies provide a management framework to provide recommendations which consists of goals, objectives, indicators, and management recommendations. This addresses existing issues in the watershed and mitigate impacts from potential future land uses, while recommending appropriate actions to protect, enhance, and restore the watershed.</p>						
New	Strategy Development	New Project: Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development, implementation, and annual reporting. This is a one-year project which builds on the previous Watershed Management Strategies.	1	Reg.686/21 s.12 (1)3		Municipal Levy – 100 %
<p>Conservation Authority Lands and Conservation Areas</p> <p>Program Description: Quinte Conservation owns 30,000 acres of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. Quinte Conservation property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.</p>						
Conservation Land Management	Section 29 Minister's regulation for Conservation Areas	Conservation areas regulation enforcement and compliance.	1	CAA s.29		
	QC forests and management areas (not Conservation Areas)	Management and maintenance of CA owned lands. Includes forest management, signage, gates, passive recreation, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance. Health and Safety, FSC Certification and ensuring compliance with standards.	1	CAA s.21.1		Municipal Levy - Self-Generated -
	Conservation Areas	Management and maintenance of 12 conservation areas and over 70 kilometers of recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, pavilions, roadways, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance.	1	CAA s.21.1		
	Conservation Area Major Maintenance	Major maintenance and capital improvements to support public access, safety, and environmental protection such as pedestrian bridges, boardwalks, trails.	1	CAA s.21.1		
Non-Passive Recreation	Depot Lakes Campground	Operate a campground and associated facilities at the Depot Lakes Conservation Area that provides seasonal and interior camping.	3	N/A		Self-Generated – 100%
Green Energy	McLeod Dam Hydro Facility	Operate a hydro facility and associated infrastructure at an existing water control structure within the City of Belleville. McLeod Dam has a FIT contract until 2028.	3	Climate Change Adaptation		Self-Generated – 100%
New	Inventory of Conservation Authority lands	New Project: The land inventory will include the following information: location, date, method and purpose of acquisition, land use. Project updates as property inventory changes. To be completed on or before December 31, 2024, per the requirements of Regulation.	1	Reg.686/21 s.9 (3)		Municipal Levy – 100%
New	Strategy for CA owned or	New Project: A strategy to guide the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and	1	Reg. 686/21 s.9 (1)		Municipal Levy – 100%

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	controlled lands and management plans	services on the lands, public consultation, publish on website. One-year project. This is an updated to previous conservation area management plans. To be completed on or before December 31, 2024, per the requirements of Regulation.				
New	Land Acquisition and Disposition Strategy	New Project: A policy to guide the acquisition and disposition of land to fulfill the objects of the authority. Strategic acquisition of environmentally significant properties. To be completed on or before December 31, 2024, per the requirements of Regulation.	1	Reg.686/21 s.9 (2) vi		Municipal Levy - 100%
Watershed Stewardship and Restoration (Urban, rural & agricultural)						
Program Description: The stewardship and restoration program have some key components: one-on-one technical assistance to watershed landowners, connecting landowners with cost-share funding, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity, and make the watersheds more resilient to climate change.						
Landowner Stewardship Services	Private Land/Rural Stewardship Program	Work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore, and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Includes partnership programs with Lower Trent CA. Apply for and manage external funding, promote private land stewardship, outreach, provide technical advice and design assistance, participation on technical working groups, etc.	3	Great Lakes Water Quality Agreement CAA s.21.1.2		Municipal Levy - Self-Generated - (This program subsidizes other programs within the Quinte region)
	Tree Planting and Forestry Services	Forestry services including initial site visit to determine if landowners would qualify for a large-scale tree planting and then pass them onto the 50-Million Tree Program local delivery agent. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover. Our goal will be to build on this service in partnership with other lead agencies.	3	CAA s.21.1.2		
	School programs	Curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips to conservation areas and community parks and through online learning.	3	CAA s.21.1.2		
Education and Outreach Services	Community programs and events	Education and outreach programs and community events to assist in achieving the objectives of the conservation authority. These programs are open to people of all ages.				
Community/Watershed Services	Sub watershed Initiatives	Quinte Conservation works with communities to develop and implement sub watershed plans. Plans and initiative examples are: East Lake Plan, 14 Island Lake Plan, Stoco Lake Plan, etc. Activities include community engagement and objective setting, supporting protection, enhancement, and restoration activities, and monitoring and evaluating actions.	1	CAA s.21.1.2		Partner Funded and/or Self-Generated - 100 %
Enabling Services:						
Program Description: Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable Quinte Conservation to operate in an accountable, efficient and effective manner.						
Administration, Finance, HR	Corporate Services	Administrative, human resources, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies.	1	CAA s.20		Municipal Levy - Self-Generated - Provincial -
	Financial Services	Annual budget, accounts payable/receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing, and submitting reports to CRA, benefits program admin.	1	CAA s.20		
	Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	1	CAA s.20		
	Governance Administration Buildings	Supporting CA Boards, Advisory Committees, Office of CEO/CAO/GM and Senior Management. Office buildings and workshop used to support Quinte Conservation staff, programs, and services. Includes utilities, routine and major maintenance, property taxes. In the future will have costs associated with the Capital Asset Management Plan.	1	CAA Part IV CAA s.20		Municipal Levy - Self-Generated - Provincial -

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
Communications	General Communications	Informing public of Quinte Conservation programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.	1	Enabling Service		Municipal Levy - Self-Generated - Provincial -
	Natural Hazards, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Attending public events, supplying materials. Social media services. Media relations. Educate elementary school students and the public about the danger of floodwaters, dangers of dams, etc.	1	CAA s.21.1(2)		
GIS/IT/IM	Information Technology Management/ GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data. In the future will have costs associated with the Capital Asset Management Plan.	1	CAA s.20		Municipal Levy - Self-Generated -
Fleet and Equipment	Information Management	Data collection, mapping, data sets, watershed photography, Development and use of systems to collect and store data and to provide spatial geographical representations of data. This includes our geographical information systems and support.	1	CAA s.21.1		Municipal Levy - Self-Generated -
	Vehicle and Equipment	A fleet of vehicles and equipment to support the work of Quinte Conservation, including capital purchases, fuel, licenses, repairs, and maintenance. Programs and projects are charged for the use of the vehicles and equipment.	1	CAA s.20		Municipal Levy - Self-Generated -

Appendix 1

1) All of the financial information provided is based on estimates, including the percentage of the total annual fund contributions of the various funding providers

2) Under O. Reg. 687/21 Section 6. (2)(c)(i)(D) if the authority is of the opinion that the average annual cost determined under sub-subclause (A) or (B) does not reflect the average annual cost to provide the program or service in the future, adjust the average annual cost and provide an explanation for this adjustment

The costs associated with each program and service are estimated based on the 2022 approved budget for Quinte Conservation. A five-year estimate is not reflective of current and future costs. The costs for programs and services increase annually due to increases in wages and benefits and the increased operational costs due to inflation. As well program operations are often modified based on best management practices.

3) The financial information included in the tables are associated with operational costs only. Capital asset management for water control structures is found under the current plan (attached/or a link). Quinte Conservation is in the process of developing a Capital Asset Management Plan including all aspects of our operation (Water Control Structures, Buildings, Lands, Employees, etc.) to be presented for board approval by 2024.

Appendix 2

Category 3 Summary Information

For existing Category 3 programs and services, there are some programs and services financed through Quinte Conservation Authority partner municipality and agreements will be negotiated.

For future Category 3 programs and services, the potential exists to seek funding for projects from municipal partners. Future projects that are beneficial to the watershed as a whole or that are benefiting to a particular municipality are variable and generally dependent on other funding sources and their funding criteria.

Quinte Conservation will continue to actively search for alternate funding for beneficial watershed and research projects.

Quinte Conservation intends to enter into cost apportioning agreements with municipalities as projects are developed and executed, when necessary.

Appendix 3

Category 2 Summary Information

New or Existing	Category 2 Service	Participating Municipalities	Date of agreement (Most recent version)
Existing	DWSP Risk Management Official and DWSP Education and Outreach	Town of Greater Napanee Centre Hastings Prince Edward County Tweed City of Belleville Madoc Township Deseronto Marmora and Lake N/A	2021
Existing	Non-QC Owned Flood and Erosion Control Infrastructure Operation and Management (Skootamatta Lake Dam)		Agreement with MNDMNR for funding, signed annually since 2019
Existing	Moir Lake Weir – Installation, removal and maintenance	Municipality of Centre Hastings	Pre-2000 (but no official agreement signed)
Existing	Stoco Lake Weirs (Caton and Chapmans) – installation, removal and maintenance	Municipality of Tweed	Pre-2000 (but no official agreement signed)
Existing	Ice Control Structures	City of Belleville	Pre-2000 (but no official agreement signed)