



PUBLIC WORKS COMMITTEE AGENDA

**Friday, February 26, 2016, 9:00 a.m.
Mel Lloyd Centre, Shelburne (EOC - Entrance C)**

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public will be provided an opportunity to ask questions of the Committee during this time. (Limited to 10 minutes)

1. **PUBLIC WORKS COMMITTEE – February 26, 2016 – ITEM #1**
2016 Living Snow Fence Program Memorandum of Understanding

A report from the Director of Public Works/County Engineer dated February 26, 2016 regarding the renewal of the Memorandum of Understanding (MOU) for the County's Living Snow Fence Program (LSFP).

Recommendation:

THAT the report of the Director of Public Works/County Engineer dated February 26, 2016 regarding the 2016 Living Snow Fence Program Memorandum of Understanding, be received;

AND THAT the Warden and Clerk be authorized to execute the renewal agreement for the Living Snow Fence Program Memorandum of Understanding with the Grand River and Nottawasaga Valley Conservation Authorities.

2. **PUBLIC WORKS COMMITTEE – February 26, 2016 – ITEM #2**
Dufferin Long-Term Waste Management Strategy

A report from the Director of Public Works/County Engineer dated January 27, 2016 to inform the Committee of the proposed Dufferin County Long-term Waste Management Strategy project and to provide a brief history of Dufferin County Waste Services.

Recommendation:

THAT the report, Long-Term Waste Management Strategy, dated February 26, 2016, from the Director of Public Works/County Engineer be received;

AND THAT staff be directed to initiate the process to develop the Long-Term Waste Management Strategy as outlined in the report.

**Next Meeting: March 23, 2016 at 9.00am
55 Zina Street, Orangeville – Sutton Room**



REPORT TO PUBLIC WORKS COMMITTEE

To: Chair Mills and Members of Public Works Committee
From: Scott C. Burns, Director of Public Works/County Engineer
Meeting Date: Friday, February 26, 2016
Subject: **2016 Living Snow Fence Program MOU**

In Support of Strategic Plan Priorities and Objectives:

Enhance value for money (4.3) Investigate opportunities to partner and share resources/services (4.3.5)

Purpose

To renew the Memorandum of Understanding (MOU) for the County's Living Snow Fence Program (LSFP).

Background & Discussion

In May 2013, Dufferin entered into an MOU with both the Grand River and the Nottawasaga Valley Conservation Authorities for the LSFP. The MOU has now reached its term and is up for renewal. The program supports the effort of tree planting along Dufferin Roads to help mitigate the effects of blowing snow. The MOU speaks to requirements for determining priority areas for planting, as well as program marketing. Each of these items have been ongoing and are currently gaining momentum. In 2015, three plantings were performed (one on Dufferin Road 10, one on Dufferin Road 11 and one on Dufferin Road 12) and there are currently five confirmed participants for Spring 2016 (three on Dufferin Road 12 and two on Dufferin Road 124).

One of the main challenges for this program has been the incentive package offered to private landowners who consider participating. The revised MOU works to address this concern by increasing the incentive as follows:

- \$ 450/acre/year for the first three years (previously incentive was \$ 250)
- \$ 200/acre/year for the following seven years (previously \$ 100)

To compliment LSFP efforts within private lands, several plantings have been preformed to fill gap areas in existing tree lines where road allowance widths permit. This work will continue

throughout the planting season wherever feasible along Dufferin Roads. To date, this strategy has been used along Dufferin Roads 12, 24, 25 and 109, with more planned for Dufferin Roads 11, 12 and 124 during the upcoming planting season.

All aspects of the LSFP will continue to be delivered in partnership with the appropriate local Conservation Authority (Delivery Agency) through their well-established tree planting programs.

Financial, Staffing, Legal, or IT Considerations

Trees and Planting:

- Trees and planting are provided to the landowner for free. In some cases, the landowner may be asked to assist with site preparation if it involves tillage.
- Tree cost depends on species and size. Using the buying power of the Delivery Agency will continue to ensure the best possible price for the selected trees.

Performance Incentive:

- \$ 450/acre/year for the first 3 years
- \$ 200/acre/year for the following 7 years

For example, for each strip (1 row of trees 4m wide) that is 1 km long, approximately 1 acre would be required and taken out of production.

- For every 1 km strip of living snow fence:
 - LSFP \$ 450/acre x 1 acre = \$ 450/yr for 3 years
 - LSFP \$ 200/acre x 1 acre = \$ 200/yr for 7 years
 - Total after 10 years = \$ 2,750

Strategic Direction and County of Dufferin Principles

Pursuing the LSFP adheres to the County of Dufferin strategic priorities by enhancing value of money by partnering with Conservation Authorities to reduce costs while improving roadway safety, which directly addresses the strategic objective of investigating opportunities to partner and share resources/services.

1. We Manage Change - by proactively addressing community needs;
2. We Deliver Quality Service – by delivering cost effective services that reflect the needs of the community;
3. We Communicate – by providing timely, accurate and clearly articulated information;
4. We Make Good Decisions – by fostering an environment of that contributes to informed and thoughtful decisions that reflect the needs of those affected.

Recommendation

THAT Report, 2016 Living Snow Fence Program MOU, dated February 26, 2016, from the Director of Public Works/County Engineer be received;

AND THAT the Warden and Clerk be authorized to execute the renewal agreement for the Living Snow Fence Program Memorandum of Understanding with the Grand River and Nottawasaga Valley Conservation Authorities.

Respectfully Submitted By:

Original signed by,

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer

Memorandum of Understanding

BETWEEN:

The Delivery Partners being the:

Nottawasaga Valley Conservation Authority, hereinafter referred to as the "NVCA"

Grand River Conservation Authority, hereinafter referred to as the "GRCA"

and

The County of Dufferin, hereinafter referred to as "the County"

WHEREAS the Delivery Partners and the County are committed to work in partnership to deliver the Living Snow Fence Program.

NOW THEREFORE the Delivery Partners and the County agree as follows:

1. INTERPRETATION.

It is understood that the use of the term "partner" is not intended and does not create a partnership at law between the parties.

2. TERM.

This agreement shall be for a term commencing on the date that this agreement is executed by the parties until the 31st of December, 2021.

3. DESIGNATED REPRESENTATIVES.

i) For the purposes of this Agreement the representative for the NVCA is:

Forestry Program Coordinator

ii) For the purposes of this Agreement the representative for the GRCA is:

Manager, Environmental Education and Restoration

iii) For the purposes of this Agreement the representative for the County is:

Manager of Operations, Public Works

4. DELIVERY PARTNER OBLIGATIONS.

- i) The Delivery Partners will be jointly responsible for Marketing and Communications plan that will be developed each year based on the priorities established by the County.
- ii) The working relationship between the landowners and the Delivery Partners will follow the protocols and agreements established by each delivery partner. Delivery partners will utilize their own landowner agreements and liability clauses.
- iii) The Delivery Partners will ensure that the Funding Eligibility levels as listed in attachment "A" are adhered to on all participating projects.
- iv) The Delivery Partners will ensure that all participating projects meet the Site Selection Criteria as listed in attachment "A".
- v) The County will approve each site prior to planting.
- vi) Each Delivery Partners will provide the County with a summary of projects by December 15 of each year.
- vii) The delivery partners and their agents shall not be liable for damages in the performance of the delivery partners obligations under this Agreement, to the extent that such damages do not arise out of the negligence or wilful misconduct of the delivery partners or its agents.

5. COUNTY OBLIGATIONS.

- i) The County will provide the Delivery Partners with the funds as specified in Attachment "A".
- ii) The County will identify priority areas as listed in Attachment A.
- iii) The County will review all project plans to determine if the project meets the program objectives.
- iv) The County will provide assistance with watering the trees at project sites if necessary.
- v) The County will be jointly responsible, with the delivery partners, for marketing and communications of the program as well as landowner contact. A marketing and communications plan will be developed each year.

6. ALLOCATION OF FUNDS.

- i) Each Delivery Partner will provide the County with an invoice for the cost of planting living snow fence that year that will reflect the funds spent on approved projects and allocated to performance incentives for those projects. The funds will be used to provide payments to participating landowners for plant materials, planting and annual performance payments for participating landowners as listed in Attachment A.

7. AMENDMENT TO THE AGREEMENT

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

8. CANCELLATION OF THE AGREEMENT

Notwithstanding anything to the contrary contained herein, during the term of this agreement either party shall have the right to terminate this agreement upon providing written notice of termination to the other party, such termination to be effective sixty (60) days following receipt of such notice, or upon the expiry of any three year term, whichever date is earlier.

9. ATTACHMENTS.

- A. The Living Snow Fence Program Eligibility and Guidelines.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

Signed this day of , 2016.	
Signing Officer GRCA	Signing Officer GRCA
Witness NVCA	Signing Officer. NVCA
Laura Ryan Warden, County of Dufferin	Pam Hillock Clerk, County of Dufferin

ATTACHMENT A

Reforestation Program “Dufferin County Living Snow Fence, 2016”

Partners:

County of Dufferin (The County)

Delivery Partners

Grand River Conservation Authority (GRCA)

Nottawasaga Valley Conservation Authority (NVCA)

Throughout this proposal the Dufferin County Living Snow Fence Program will be referred to as the Program.

Rationale of the Proposal:

The Program is to assist eligible landowners in Dufferin County with the cost of tree planting to establish Living Snow Fences in priority areas.

The County has identified areas where they desire landowners to establish Living Snow Fences.

The Delivery Partners have been working to varying degrees in delivery and promotion of tree planting programs. All have experience in securing and managing funds to provide financial assistance to landowners and community groups.

Conservation Authorities have long recognized the ecological importance of forest cover and its affect on both water quantity and quality. Both the GRCA and NVCA have been planting trees since the early 1960's, and will continue to do so in the foreseeable future.

Dufferin County Living Snow Fence Program **Procedures and Incentive Package**

Goal: To implement living snow fences in Dufferin County in priority areas as identified by the Roads Department.

Program Premise:

Living snow fences can save lives, reduce road maintenance, reduce use of salt, reduce road closures, provide benefits to the farm, and provide wildlife habitat. Living snow fences are also extremely durable and should perform for up to 80 years. This makes them a very cost effective alternative to installing snow fence. The downside to planting trees and shrubs for snow fencing is that they must usually be set back far enough from the road that they are on private property. As a result, landowners are generally not willing to plant a living snow fence on their properties since they would have to take land out of production and potentially interfere with copping practices.

To off- set those concerns, the snow fence must be properly designed and incentives must be made available to landowners.

In order to give some assurance to the County that the funds spent on a Living Snow Fence and Performance Incentive are secure, all participating landowners will be required to sign a 15 year agreement with the Delivery Agency.

All aspects of the Living Snow Fence Program (LSFP) would be delivered by the appropriate local Conservation Authority (Delivery Agency) through their well established tree planting programs.

Design:

A minimum of 1 row (usually spruce) will be required. The Delivery Agency will work with the landowner to come up with a design specifying the species and spacing that will be most appropriate for the characteristics of the site, wind speed, and wind direction.

Incentive package:

Trees and Planting Cost share: 100%

- Site preparation, trees and planting are provided to the landowner for free. In some cases the landowner may be asked to assist with site preparation if it involves tillage.



REPORT TO PUBLIC WORKS COMMITTEE

To: Chair Mills and Members of Public Works Committee

From: Scott C. Burns, Director of Public Works/County Engineer

Meeting Date: February 26, 2016

Subject: **Dufferin Long-Term Waste Management Strategy**

In Support of Strategic Plan Priorities and Objectives:

Promote conservation and environmental sustainability (1.3) Investigate a long-term local waste solution (1.3.1) Increase overall County waste diversion rate (1.3.2).

Purpose

To introduce the proposed Dufferin County Long-term Waste Management Strategy project and to provide a brief history of Dufferin County Waste Services.

Background & Discussion

With the assumption of county-wide curbside waste collection in January 2013, the obligation of future program planning is now the responsibility of Dufferin County. In line with this, staff propose that a Long-Term Waste Management Strategy be developed through 2016 and into 2017. The Strategy will consider several high-level areas pertaining to waste and will reflect on; current conditions, future goals and how these goals can be reached. The purpose of the Strategy will be to refine and enhance current program details in preparation for future contracts and to help plan for other waste related initiatives and objectives well into the future. This project supports specific action items listed in the Corporate Strategic Plan.

In the past, Dufferin investigated options for managing waste such as developing several processing facilities in north-east Grand Valley. In partnership with other municipalities and private industry, technologies including gasification, anaerobic digestion and a source separated organics facility were considered. Throughout this time, costs of approximately \$ 850,000 were incurred for work including; consulting and legal fees, preliminary studies, and staff time. After several years, each interested party withdrew from the project for reasons including; a challenging political climate for energy from waste, funding constraints, insufficient feedstock volumes, and required capital

investment for road improvements and site servicing. To date, these challenges remain and staff do not foresee significant change to suggest otherwise in the near future.

In 2012, a Waste Recycling Strategy and a Waste Management Collections Plan were finalized to assist in developing the current curbside collection program and subsequent contract. This contract was then awarded to GFL Environmental Inc. later in 2012 and implemented in June 2013. This seven-year collections contract expires on May 31st, 2020 and includes the option to extend for two (2) separate one (1) year periods beyond the initial term. The proposed Long-Term Waste Management Strategy will provide guidance for future contracts and help plan for other waste related initiatives or objectives for the next 20 years. Many municipalities within Ontario, such as Halton Region, the City of Barrie, the County of Simcoe and the City of Guelph have undertaken long-term (20-25 year) waste management strategies, with a typical review period of 5 years. All of these documents will be used as resources for this project.

To assist with developing the Dufferin Long-Term Waste Management Strategy, staff propose to procure the services of a knowledgeable third-party consultant. Through an RFP, the consultant will assist in developing a project framework and help work towards completing a comprehensive final document.

Tasks under this RFP will include, but not be limited to:

- Develop a project schedule and general scope;
- Recommend a structure and methods for successful, open and collaborative consultation to obtain stakeholder feedback;
- Review existing Dufferin waste programs to understand current conditions;
- Set targets and goals around waste minimization, diversion and disposal;
- Recommend short and long term initiatives and program options designed to achieve targets and goals along with the associated cost implications;
- Suggest methods of refining and enhancing current services;
- Review and consider applicable and changing policies or legislature;
- Consider local versus export options.

Moving forward and upon authorization, staff will work to release an RFP within the next few weeks. This will allow sufficient time for the project to be completed well in advance of the current contract term.

Frequent updates will be provided as the process develops.

Financial, Staffing, Legal, or IT Considerations

Funds for the project, including consulting services, are provided through the approved 2016 Operating Budget.

Strategic Direction and County of Dufferin Principles

Developing a Long-Term Waste Management Strategy is in line with the specific priorities outlined in the Corporate Strategic plan: Promote conservation and environmental sustainability (1.3) Investigate a long-term local waste solution (1.3.1) Increase overall County waste diversion rate (1.3.2) It also adheres to principles:

1. We Manage Change – reviewing the current service and setting goals to respond to changes in community needs as well as economic and environmental conditions;
2. We Deliver Quality Service – exploring options to enhance high quality services to reflect the needs of the community;
3. We Communicate – engaging in open consultation in a multitude of ways;
4. We Make Good Decisions – openly reviewing the current program to foster an environment of collaboration to make informed and thoughtful decisions that are reflective of the needs of those affected.

Recommendation

THAT Report, Long-Term Waste Management Strategy, dated February 26, 2016, from the Director of Public Works/County Engineer be received;

AND THAT staff be directed to initiate the process to develop the Long-Term Waste Management Strategy as outlined in the report.

Respectfully Submitted By:

Original signed by,

Scott C. Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer