



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE AGENDA

Thursday, March 28, 2024 at 9:00 am

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON

The meeting will be live streamed on YouTube at the following link:

<http://www.youtube.com/@DufferinOne>

Land Acknowledgement Statement

We would like to begin by respectfully acknowledging that Dufferin County resides within the traditional territory and ancestral lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe peoples.

We also acknowledge that various municipalities within the County of Dufferin reside within the treaty lands named under the Haldimand Deed of 1784 and two of the Williams Treaties of 1818: Treaty 18: the Nottawasaga Purchase, and Treaty 19: The Ajetance Treaty.

These traditional territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

Roll Call

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public in attendance are able to ask a question. If you unable to attend and would like to submit a question, please contact us at info@dufferincounty.ca or 519-941-2816 ext. 2500 prior to 4:30 p.m. the day prior to the meeting.

REPORTS

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2024 – ITEM #1
Dufferin Outdoor Recreation Advisory Team Minutes

Minutes from the March 5, 2024 meeting of the Dufferin Outdoor Recreation

Infrastructure & Environmental Services Committee Agenda – March 28, 2024

Advisory Team.

Recommendation:

THAT the minutes of the March 5, 2024 Dufferin Outdoor Recreation Advisory Team, be adopted.

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2024 – ITEM #2
County-Owned Land 195620 Amaranth-Grand Valley Townline – Update

A report from the Director of Public Works/County Engineer, dated March 28, 2024, to seek direction regarding the County-owned property at 195620 Amaranth-Grand Valley Townline.

Recommendation:

THAT the Report, County owned Land 195620 Amaranth-Grand Valley Townline - Update, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT staff be directed to proceed with the development of a plan/feasibility study for the County-owned lands located at 195620 Amaranth-Grand Valley Townline as previously approved by Council.

3. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2024 – ITEM #3
Rural Water Quality Program – Updated Funding Agreement

A report from the Director of Public Works/County Engineer, dated March 28, 2024, to seek authorization to sign the updated Rural Water Quality Funding Agreement.

Recommendation:

THAT the Report, Rural Water Quality Program - Updated Funding Agreement, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT Council approve the Updated Rural Water Quality Program Funding Agreement in substantially the same form as presented;

AND THAT the Warden and Clerk be authorized to execute the Updated Rural Water Quality Program Funding Agreement once finalized.

4. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 28, 2024 – ITEM #4
Geotechnical Investigations – Dufferin Road 11

A report from the Director of Public Works/County Engineer, dated March 28, 2024, to request a geotechnical investigation for a portion of Dufferin Road 11.

Recommendation:

THAT the Report, Geotechnical Investigation – Dufferin Road 11, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT staff be directed to proceed with geotechnical investigations on Dufferin Road 11 at an estimated cost of \$25,000;

AND THAT the work be funded through the Rate Stabilization Reserve.

CORRESPONDENCE

5. COMMUNITY DEVELOPMENT & TOURISM – March 28, 2024 – ITEM #5
Township of Amaranth Resolution

A resolution from the Township of Amaranth, dated February 23, 2024, to request the Province pause the proposed Highway 413 and redirect the funds to support municipal infrastructure costs and housing construction initiatives.

NOTICE OF MOTIONS

Next Meeting

Thursday, April 25, 2024

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON



DUFFERIN OUTDOOR RECREATION ADVISORY TEAM MINUTES

Tuesday, March 5, 2024 at 7:00 pm

The Committee met at 7:00 pm at W & M Edelbrock Centre, 30 Centre Street, Orangeville ON.

Members Present: Art Ash, Dufferin Rooftop Recreational Riders Association
Andrew Bell, Toronto Orienteering Club
Andy Bite, Toronto and North York Hunt
Dave Dingledein, Mansfield Outdoor Centre
Dave Ernest, Dufferin-Grey ATV Club
Christine Gracey, Eglinton and Caledon Hounds
Dennis Leveque, Dufferin North Peel Anglers and Hunters
Tani Mogensen, Public Member
Chris Salhany, Mansfield Outdoor Centre
Zen Slipenkyi, Alliston & District, Dufferin Drift Busters and Orangeville Snowmobile Clubs
Darryn Stevenson, Public Member
Sue Timbers, Ontario Competitive Trail Riding Association
Sonja Wyss, Ontario Trail Riders Association
Johnny Yeaman, Team Van Go

Members Absent: Iza Altmid, Mycological Society of Toronto
Sheri Potter Rumball, Chesley Saddle Club
Luis Simoes, 1849 Lorne Scots Orangeville Army Cadets
Peter Westlake, Base Borden Army Cadets

Staff Present: Scott Burns, Director of Public Works/County Engineer
Caroline Mach, County Forest Manager
Michelle Kratky, Forest Assistant
Rebecca Whelan, Deputy Clerk

The Director of Public Works/County Engineer called the meeting to order at 7:00 pm.

LAND ACKNOWLEDGEMENT STATEMENT

The Director of Public Works/County Engineer shared the Land Acknowledgement Statement.

DISCUSSION

1. DUFFERIN OUTDOOR RECREATION ADVISORY TEAM – March 5, 2024 – ITEM #1
Introductions

Members of the Team introduced themselves and the organization that they represent.

2. DUFFERIN OUTDOOR RECREATION ADVISORY TEAM – March 5, 2024 – ITEM #2
Dufferin County Forest & Dufferin Rail Trail

Caroline Mach, County Forest Manager, provided an overview of the County Forest and Rail Trail. The presentation highlighted some of the upcoming projects for the year, including:

- Development of historical signs for the County Forest and Rail Trail
- Installation of portable toilets at Mono Tract and Rail Trail
- Installation of garbage receptacles at Main Tract
- Completion of resurfacing of the Rail Trail
- Installation of permitted/prohibited uses signs along the Rail Trail

The Team asked staff if it would be possible to work with the Town of Orangeville to ensure consistency between the Orangeville and Dufferin portions of the Rail Trail. The Committee also discussed what could be done to prevent Rail Trail gates from being forced open. Staff are planning to do additional patrols.

3. DUFFERIN OUTDOOR RECREATION ADVISORY TEAM – March 5, 2024 – ITEM #3
Invasive Species Management Plan Implementation

Michelle Kratky, Forest Assistant, provided an overview of the Invasive Species Management Plan. The presentation focused on invasive plant species of concern in the County Forest. Staff are currently monitoring for:

- Autumn olive
- Black locust
- Common (European) buckthorn
- Creeping bellflower
- Dog-strangling vine
- Garlic mustard
- Glossy buckthorn
- Goutweed
- Greater celandine
- Honeysuckle species (non-native)
- Japanese knotweed
- Lily of the valley

- Multiflora rose
- Norway maple
- Periwinkle
- Scots pine
- Wild chervil
- Wild parsnip

Staff are undertaking an inventory to track locations and spread of invasive plants. Where appropriate, control measures are being implemented and staff are monitoring the outcomes. Staff are also working on education materials for the public.

Recreational groups can help control the spread of invasive plant species by:

- Volunteering at one of the invasive species removal events
 - June 1 (Mono Tract)
 - July 13 (Main Tract)
 - August 17 (Main Tract)
- Cleaning gear and animals before coming to the County Forest
- Reporting sighting of invasive plants using iNaturalist
- Never dumping yard waste in a natural area
- Keeping invasive plants out of yards and gardens

Staff will provide more information about the volunteer events, as well as resources on invasive plants, that recreational groups can share through their channels.

The Team asked about invasive plants along the Rail Trail, as recreational users have noticed giant hogweed in the area. Currently, staff are focusing on wild parsnip and phragmites but they are monitoring for other invasive species.

There was a discussion about collaborating with other municipalities that users might be travelling from (i.e. Grey County or Simcoe County where they have trails that connect with Dufferin's) so that users are aware of alerts about invasive species in all areas. This would also help ensure users are educated about the importance of cleaning their gear.

4. DUFFERIN OUTDOOR RECREATION ADVISORY TEAM – March 5, 2024 – ITEM #4 Oak Wilt Response Plan

Caroline Mach, County Forest Manager, provided an overview of the County Forest Oak Wilt Response Plan. Oak wilt is an invasive disease that can kill red oak in as little as 30 days. The disease is spread through human movement of untreated wood products (firewood), sap beetles, and root grafts.

Oak wilt can be identified by browning that starts at leaf edge and moves towards the leaf centre.

To help prevent the spread of oak wilt:

- Don't move firewood
- Don't cut, prune, or damage oak trees from April 1 to July 31.

5. DUFFERIN OUTDOOR RECREATION ADVISORY TEAM – March 5, 2024 – ITEM #5
Main Tract Trail Mapping

The Team participated in a discussion regarding improving the design of the Main Tract trail map. Staff have started updating the map to ensure trails run side by side instead of overlapping. Trails not currently on the map will be added.

Suggestions to improve the design of the map include:

- Change the colours (i.e. no green on green) to improve accessibility
- Add a digital interface where users can change the colours themselves or turn trails on/off
- Keep the reference points with the numbers
- Mark where trails continue onto neighbouring properties
- Include markers like gates, fenceposts, signage, and parking lots as they are recognizable for users
- Make the map available as a digital file (through apps like Avenza or Mapgears)
- Use different types of lines (solid, dotted, dashes) to distinguish between the various trails
- List level of difficulty on the map. This would involve further conversations to define the criteria.
- Consider making map consistent with maps of adjoining properties.
- Emphasize who has the right of way on trails. This involves continued education.
- Johnny Yeaman offered to meet with staff to review the mapping
- Toronto Orienteering Club has re-mapped the Main Tract and would be happy to compare notes.

A draft of the map will be circulated to the Team so that members who are familiar with the Main Tract can mark any inaccuracies that they are aware of.

ADJOURNMENT

The meeting adjourned at 8:43 pm.

Next Meeting: To be confirmed



A community that grows together

Report To: Chair Taylor and Members of the Infrastructure and
Environmental Services Committee

Meeting Date: March 28, 2024

**Subject: County-Owned Land 195620 Amaranth-Grand Valley Townline
– Update**

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

Recommendation

THAT the Report, County owned Land 195620 Amaranth-Grand Valley Townline - Update, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT staff be directed to proceed with the development of a plan/feasibility study for the County-owned lands located at 195620 Amaranth-Grand Valley Townline as previously approved by Council.

Executive Summary

The County-owned 193.27 acre property located at 195620 Amaranth-Grand Valley Townline has been a periodic item of discussion over the years. Council initially explored uses including landfill, but today half the property serves an agricultural tenant, with the remainder acting as valuable wetland. Recent discussions have highlighted the potential to transform the lands into a community-driven, multi-use site aligned with sustainability principles and local needs. Previous Council direction instructed staff to develop a plan/feasibility assessment for the site to explore this potential further with proposed projects ranging from research partnerships to income-generating activities. Feasibility assessments serve to guide structured decision-making that incorporates opportunities for public engagement that is crucial in shaping the site's future. Leveraging professional services for assessment and potential funding, such as the Federation of Municipalities' Green Municipal Fund, could help realize the site's potential as a prominent showcase and tourism asset within Dufferin, in line with the County's commitment to climate action.

At the January 2024 Council meeting the following notice of motion was put forward by Councillor Rentsch:

THAT County owned property located at 195620 and 195594 Amaranth-East Luther Townline, Grand Valley be declared as surplus and be disposed of in accordance with Policy #2-06-10 Disposal of County Property Through Sale.

Pending further consideration of this motion by Council a review of the property has been on hold.

Background & Discussion

The County has owned the 193.27 acre property located at 195620 Amaranth-Grand Valley Townline since the early 1990s. At the time, Council considered the land for use as a landfill site. Today, approximately 93.5 acres of the property serves an agricultural tenant, while the remaining 99.77 acres consists of swampy terrain unsuitable for farming but remains as a valuable natural wetland asset.

There are currently three options to consider for the property:

- Status quo - retain ownership and continue to lease a portion for agricultural use
- Declare the property surplus and dispose of it immediately
- Proceed with a feasibility study to assess alternative uses (which will include disposal at a future date) and incorporates public feedback through community engagement

Preliminary assessment of the site's future usage highlights the opportunity to transform the property into a community-driven multi-use site with sustainability principles that align with both local needs and the County's strategic priorities. Following previous Council direction ([2022-06-23 Infrastructure and Environmental Services Agenda \(dufferincounty.ca\)](https://dufferincounty.ca/2022-06-23-Infrastructure-and-Environmental-Services-Agenda)), staff were tasked with developing a plan/feasibility assessment to reimagine the potential of this unique municipal asset. The project will create a plan/feasibility study to assess potential uses and projects for the site in line with the County's overall strategic goals. The plan/feasibility study will provide recommendations for short and medium-term activities and lay the groundwork for a longer-term vision informed by community engagement. A general draft scope of work for the project is attached.

Potential projects for the site include:

- Post-secondary research partnerships in areas such as agriculture innovation, circular food economy, and biodiversity enhancements

- Income-generating activities to support the financial sustainability of any on-site programs (e.g., pilot-sized renewable energy installation with community investment options, growing crops for biofuels, etc.)
- Expansion of recreation trails to develop as a tourism asset
- Tree planting and naturalization
- Facilitating cooperative community pasturing of livestock
- Establishing accessible garden plots dedicated to equity-deserving groups
- Providing educational space for learning about any demonstration host projects on site

These potential initiatives, subject to a feasibility assessment, aim to advance progressive energy planning, land stewardship, and address local climate priorities while delivering strong environmental, social, and financial benefits to the community.

Given the community-centric nature of these potential initiatives, early engagement with residents is vital in creating a shared vision for the site. While all ideas are in their early stages and require further examination, staff acknowledge the site's long-term potential and the importance of carefully involving the public in any changes to the use of the land. The project will thoroughly explore all options, including selling the land, giving the land back to Indigenous Peoples, etc. Findings and recommendations will be presented back to Council prior to committing to any specific use for the property.

By utilizing professional services to assess the best course for the property, a clear vision, roadmap, and financial analysis for potential activities can be articulated, making it more appealing for investment from either government sources or the private sector. For instance, funding opportunities through the [Federation of Municipalities' Green Municipal Fund](#) could further support studies, pilot programs, and implementation of bold environmental projects. Given its status as a County-owned property and Dufferin's commitment to climate action, it stands as a prime contender for such funding, potentially transforming it into a prominent showcase site and a valuable tourism asset within Dufferin County. Without a plan for the land, funding and partnership opportunities will be limited.

Financial, Staffing, Legal, or IT Considerations

\$50,000 in funds were allocated to the project in 2023 through the rate stabilization reserve, and subsequently carried forward. Funds are expected to be used by late 2024.

In Support of Strategic Plan Priorities and Objectives

Climate & Environment – establish the County as a leader in Climate Action and enhance and conserve Dufferin’s natural environment.

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

Prepared by:
Sara MacRae, Manager of Climate & Energy

Attachment: Proposed Scope of Work 2024

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Future of County-Owned Property at 195620 Amaranth-Grand Valley Townline

Proposed Scope of Work 2024

The proposed scope of work for the consultants in this project encompasses several key aspects aimed at reimagining the property and transforming it into a community-driven multi-use site with sustainability at its core. In 2024, staff will work with a consultant to undertake a strategy to assess potential uses and projects for the site, aligning with the County's strategic priorities. This work will involve:

1. Feasibility Assessment

The consultants will conduct a thorough feasibility assessment of proposed initiatives, including but not limited to post-secondary research partnerships, income-generating activities, expansion of recreation trails, community pasturing of livestock, establishment of accessible garden plots, and educational spaces. This assessment will evaluate the technical, economic, and environmental feasibility of each project, considering regulatory compliance, zoning requirements, traffic impact, and environmental standards.

2. Community Engagement

Recognizing the community-centric nature of the potential projects, early engagement will be facilitated with residents and relevant stakeholder groups to create a shared vision for the site. This engagement process will involve seeking input from key stakeholders, hosting public forums, and conducting surveys and interviews to gather feedback and ideas from the community.

3. Financial Analysis

The consultants will conduct a financial analysis of potential activities on the site, including revenue generation opportunities and cost estimates for implementation. This analysis will assess the financial viability of proposed initiatives and identify potential funding sources, including government grants, private investment, and partnerships. It will also assess the sale of the land and giving the land back to Indigenous Peoples as options.

4. Recommendations

Providing a final report comprising recommendations and timelines for project implementation. The report will also delineate funding opportunities to support studies, pilot programs, and environmental projects on the site. This may involve seeking grants from government sources like the Federation of Municipalities' Green Municipal Fund and identifying potential private sector investment opportunities.

5. Presentation to Council

Upon completion of the feasibility assessment, community engagement process, and financial analysis, findings and recommendations will be presented to Council. This will include a comprehensive overview of potential uses for the property, along with associated benefits, risks, and implementation strategies.

Proposed Future Scope of Work

Development of a Long-Term Master Plan

Building upon the final report and recommendations created in 2024, the development of a long-term master plan for the site is essential for ensuring its sustainable and beneficial integration into the community fabric. This comprehensive plan will serve as a roadmap for guiding future development and utilization of the property in alignment with overarching goals of sustainability, environmental stewardship, and community enrichment. It will include operational costs forecasts, capital planning requirements and any greenhouse gas reduction potential to be realized in line with Dufferin's climate action targets.



A community that grows together

Report To: Chair Taylor and Members of the Infrastructure and Environmental Services Committee

Meeting Date: March 28, 2024

Subject: Rural Water Quality Program – Updated Funding Agreement

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

Recommendation

THAT the Report, Rural Water Quality Program - Updated Funding Agreement, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT Council approve the Updated Rural Water Quality Program Funding Agreement in substantially the same form as presented;

AND THAT the Warden and Clerk be authorized to execute the Updated Rural Water Quality Program Funding Agreement once finalized.

Executive Summary

The Grand River Conservation Authority has administered the Dufferin Rural Water Quality Program (RWQP) on behalf of Dufferin County since 2012. The program, delivered by local Conservation Authorities, supports rural landowners with implementing projects to protect water quality and enhance natural resources. Through the agreement (attached), Dufferin County provides landowner grant funds while Conservation Authorities provide program delivery costs through their existing stewardship programs. Ongoing collaboration between Dufferin County, the GRCA, and other Conservation Authorities, aims to ensure continued delivery of the program through a new five-year agreement. Moreover, recent efforts to update program guidelines, including the incorporation of a climate lens and adjustments to landowner eligibility criteria, underscore the commitment to enhancing participation and environmental impact.

Background & Discussion

Since 2012, Dufferin County has partnered with local Conservation Authorities to offer a Rural Water Quality Program (RWQP) which provides financial, and technical assistance to landowners. Through the agreement, Dufferin County provides the cost share funding that is subsequently distributed to landowners while the Conservation Authorities contribute delivery costs through their stewardship programs. Under the Conservation Authorities Act, stewardship programs are not a mandatory service for conservation authorities. Support for these stewardship programs comes through Category 2 (municipal service) Memoranda of Understanding (MOU) with participating municipalities, or through Category 3 service agreements (Other programs and services).

Eligible projects include stream fencing, erosion control structures, decommissioning or upgrading private water wells, nutrient management planning, cover crops, tree planting and others. To date \$198,000 of Dufferin County grant funds have been provided to support the completion of 140 projects worth over \$417,000 in Dufferin County. RWQP projects contribute to reduced nutrient and sediment losses while offering environmental, economic, and social benefits.

After initially supporting the Dufferin Rural Water Quality Program with a \$50,000 contribution in 2012, Dufferin County renewed its commitment to the program in 2017 for a period of five years. With expiration of the agreement in 2022, Council directed staff to negotiate a one-year renewal while work continued to update program guidelines through a climate lens, as outlined by staff report at the time. ([2022-09-22 Infrastructure and Environmental Services Agenda \(dufferincounty.ca\)](#))

Staff collaborated with the GRCA and other Dufferin area Conservation Authorities to draft the attached updated five-year funding agreement to continue the RWQP.

Additionally, a steering committee reviewed the current program guidelines, updating eligible activities with a climate lens and loosening landowner eligibility criteria to encourage participation. Key changes to the program guidelines include:

- Removal of the Environmental Farm Plan as a requirement for participation
- Wetland project category has changed to 'Natural Area Restoration' and now includes both wetland and grassland projects
- Expanding landowner eligibility for tree planting and natural area restoration projects
- Adding a Forest Management project category to encourage best practices
- Allowing proactive fencing for Exclusion Fencing eligibility
- Innovative project category changed to 'Special Projects' to allow more flexibility in proposed projects

The agreement is nearly finalized with outstanding comments remaining from only the Saugeen Valley Conservation Authority which will have no material impact on the terms. In line with this, staff recommend approval of the agreement in substantially the same form as presented as no material changes are expected.

Financial, Staffing, Legal, or IT Considerations

\$60,000 in funds are allocated to the project in the approved 2024 budget. Continuation of the program within the new agreement is subject to annual budget approval.

In Support of Strategic Plan Priorities and Objectives

Climate & Environment – establish the County as a leader in Climate Action and enhance and conserve Dufferin’s natural environment.

Respectfully Submitted By:

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

Prepared by:
Sara MacRae, Manager of Climate & Energy

Attachment: Rural Water Quality Program Draft Funding Agreement

Reviewed by: Sonya Pritchard, Chief Administrative Officer

This Agreement made this _____ day of _____, 2024.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called " the County")

-and-

THE GRAND RIVER CONSERVATION AUTHORITY
THE NOTTAWASAGA VALLEY CONSERVATION AUTHORITY
THE CREDIT VALLEY CONSERVATION AUTHORITY
THE SAUGEEN VALLEY CONSERVATION AUTHORITY AND
THE TORONTO REGION CONSERVATION AUTHORITY
(hereinafter called the "the Conservation Authorities", or each
individually a "Conservation Authority")

WHEREAS the Grand River Conservation Authority provides Conservation Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the Nottawasaga Valley Conservation Authority provides Stewardship Services to deliver partnership cost share programs to support private land stewardship programs as non-mandatory services in accordance with section 21.1.2 of the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the Credit Valley Conservation Authority provides Landowner Engagement and Stewardship Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27 ;

AND WHEREAS the Saugeen Valley Conservation Authority... [xxx to be confirmed by SVCA]

AND WHEREAS the Toronto Region Conservation Authority provides Community Engagement Services to deliver municipal and partnership cost-share programs to support private land stewardship as a non-mandatory program under memoranda of understanding with participating municipalities in accordance with the Conservation Authorities Act R.S.O. 1990, c.C27;

AND WHEREAS the County wishes to provide the Conservation Authorities with funding for disbursement to property owners under the Rural Water Quality Programme (hereinafter called "the Grant Programme" or "the Programme") in accordance with this agreement.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the County and the Conservation Authorities mutually agree as follows:

1. Retainer

The County hereby retains the services of the Conservation Authorities to administer and deliver the Grant Programme and the Conservation Authorities hereby agree to provide the services set out herein (hereinafter referred to as "the Services").

2. Services of the Conservation Authorities

(a) The Conservation Authorities agree to provide services as identified in Schedule "A" to administer the Grant Programme to eligible property owners within Dufferin County to assist them to institute safeguards and to take other measures to improve surface and subsurface water quality. Each Conservation Authority will administer the programme within the portion of Dufferin County within its watershed jurisdiction.

(b) The Conservation Authorities shall perform its Services pursuant to this Agreement using skilled and competent staff.

(c) Additional services may be added into this Agreement upon the agreement of each of the parties hereto, and not otherwise.

3. Governance of the Grant Programme

The Grant Programme shall be administered in accordance with the Steering Committee Terms of Reference attached hereto as Schedule "B" (hereinafter referred to as "the Terms of Reference").

4. Term of Agreement

(a) Subject to Clause 4(b), (c) and (d), this agreement shall be for a five year term taking effect on January 1st, 2024 ending on December 31st, 2028. This agreement shall be reviewed for subsequent renewal prior to the aforementioned ending date.

(b) The term of this agreement is subject to continuation of financial support through new contributions or carry forward of balance of funds by the County, failing which the agreement shall be automatically terminated.

(c) The County shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the Conservation Authorities.

(d) Any of the Conservation Authorities shall have the ability to withdraw from this agreement at any time on 120 days' notice delivered in writing to the County if changes to the Conservation Authority's programmes and services render this agreement unenforceable. All of the Conservation Authorities that have not withdrawn, acting together, or the last remaining Conservation Authority that has not withdrawn, shall have the ability to terminate this agreement at any time on 120 days' notice delivered in writing to the County.

(e) In the event of termination or withdrawal subject to Clause 4(b), (c) and (d), this agreement shall terminate, or the rights and obligations of this Agreement shall terminate with respect to a Conservation Authority that was withdrawn, as the case may be, when the notice period has expired, and no further work shall thereafter be done on the Programme except that:

- (i) existing approved grants shall be honoured to the extent of available funding; and
- (ii) any expenses and disbursements, including eligible expenses of the Review Committee, incurred to the date of termination shall be paid out of the programme budget;

Where any funds given to the Conservation Authorities by the County remain unexpended after the amounts in (i) and (ii) above have been paid, they shall be returned to the County.

5. Financial

(a) The County shall allocate a maximum of \$60,000 on account of the costs of the programme during the year 2024, subject to budget approvals by County Council. Eligible costs to be funded from this budget include; financial grants and incentives paid to landowners, Review Committee support costs, and non-staff costs associated with programme promotion.

(b) The County shall decide in its sole and absolute discretion whether or not they choose to make any further contributions in any future years, and nothing in this Agreement shall be construed as a requirement that any such further contribution shall either be made or considered, provided that where the County has made provision in its budget for a further contribution in any year of this agreement and such budget is approved and finalized, the amounts so authorized shall be obligations of the municipality.

(c) During the year 2024, the County shall pay its contributions within 30 days of an invoice from a Conservation Authority requesting that such contribution be paid. During subsequent years, invoices shall also be paid within 30 days of receipt where the County has elected to make further contributions and these contributions have been approved and finalized in their budget.

6. Insurance

The Conservation Authorities also agree that they shall, at their own expense, at all times during the performance of the services described hereunder, cause to be maintained comprehensive general liability, automobile and professional liability policies of insurance in all respects, and with deductible levels supported by financial guarantees, satisfactory to the County and containing not less than a \$5,000,000.00 level of coverage. The County shall be added as additional named insured in such policies of insurance.

7. Indemnity

Notwithstanding any insurance provisions contained herein or any other indemnity, the parties as party to this Agreement, shall indemnify each other, and their respective officers, directors, employees and agencies from and against any and all claims, demands, losses, costs, damages, liabilities, expenses, actions, suits or proceedings by third parties which may arise out of, or be attributable to, the performance or the failure to perform, their respective responsibilities under this Agreement, to the extent caused by their respective negligent acts or omissions, or those of anyone for whose acts or omissions they are respectively liable as the employing party. Notwithstanding anything else contained in this Agreement, no party shall be liable to any other party hereto for any indirect or consequential damages that may be suffered by such other party hereto or by any third party.

8. Records

(a) The Conservation Authorities shall maintain all financial records books of account and other records related to their administration of the Programme for a period of no less than six (6) years.

(b) The County shall be entitled to inspect and audit the books, accounts and records of the Conservation Authorities during regular office hours with respect to any work performed pursuant to this Agreement. In addition, whenever the County may request same, the Conservation Authorities shall provide receipts to substantiate any disbursements it may have made to perform any works required hereunder.

(c) By March 1st of each year of this Agreement, coordinated by the Grand River Conservation Authority, the Conservation Authorities shall provide an annual report to the County which shall describe the following:

- (i) The services completed during the preceding year;
- (ii) The services completed to the date of the report; and,
- (iii) An accounting of all receipts and disbursements in connection with the Programme.

9. Notification

Any notice in respect of this Agreement 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 County, to:

County of Dufferin
30 Centre Street
Orangeville, ON L9W
Attention: Sara MacRae, Manager of Climate and Energy
Email: smacrae@dufferincounty.ca

2. in the case of the Grand River Conservation Authority, to:

Grand River Conservation Authority
400 Clyde Road, PO Box 729
Cambridge ON N1R 5W6
Attention: Samantha Lawson, Chief Administrative Officer Email. slawson@grandriver.ca

3. in the case of the Nottawasaga Valley Conservation Authority, to:

Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, ON L0M 1T0
Attention: Shannon Stephens, Healthy Waters Program Coordinator
Email: sstephens@nvca.on.ca

4. in the case of the Credit Valley Conservation Authority, to:

Credit Valley Conservation
1255 Old Derry Rd, Mississauga, ON L5N 6R4
Attention: Quentin Hanchard, Chief Administrative Officer
Email: quentin.hanchard@cvc.ca

5. in the case of the Saugeen Valley Conservation Authority, to:

Saugeen Valley Conservation Authority
1078 Bruce Road 12, Formosa, ON N0G1W0
Attention: Jennifer Stephens, General Manager/Secretary-Treasurer
Email: j.stephens@svca.on.ca

6. in the case of the Toronto Region Conservation Authority, to:

Toronto Region Conservation Authority
101 Exchange Avenue, Vaughan, ON L4K5R6
Attention: Patrick Esson, Senior Project Manager, Restoration and Infrastructure

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 if the notice is delivered personally or by prepaid registered mail or email; 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.

10. Personal Information Protection and Electronic Documents Act (PIPEDA)

- (a) "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, including any amendments thereto;
- (b) "MFIPPA Protected Information" means "Protection of Individual Privacy", as defined under MFIPPA
- (c) "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- (d) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;

The Parties acknowledge and agree that PIPEDA and/or MFIPPA shall apply to all records submitted to or created by the Conservation Authorities pursuant to this Agreement;

The Conservation Authorities represent and warrant that:

- (a) they shall preserve the PIPEDA and/ or MFIPPA compliance of all PIPEDA and/ or MFIPPA Protected Information transferred to it;
- (b) they shall ensure the PIPEDA and/or MFIPPA compliance of all PIPEDA and/or MFIPA Protected Information it collects in the course of performing its contractual obligations; and,
- (c) they shall ensure the PIPEDA and/or MFIPPA compliance of all PIPEDA and/or MFIPPA Protected Information that it transfers.

11. Interpretation

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

12. Complete Agreement

This Agreement, and the schedules attached thereto, constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.

13. Relationship of the Parties

Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee. The Conservation Authorities also acknowledge that they have no authority to bind the County to any obligation of any nature or any kind, in law or in equity.

14. Successors and Assigns

This Agreement shall ensure to the benefit of and be binding on the parties hereto, and their respective heirs, successors, and assigns. Provided however, that the Conservation Authorities shall not assign this Agreement nor any interest therein without the prior consent of the County.

15. Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario.

16. Force Majeure

No party shall be in default with respect to the performance or nonperformance of the terms of the this Agreement 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 County), 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 County of its obligation to pay fees and costs when due.

17. Invalidity of any Provision

If any provision of this Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.

18. Dispute Resolution

In the event of any dispute that arises in respect of the implementation of this Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

19. Further Assurances

The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Agreement.

20. Amendments

This Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

21. Execution

This Agreement 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 agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing offices in that behalf duly authorized.

The Corporation of the County of Dufferin Per:

Michelle Dunne, Clerk

Darren White, Warden

The Grand River Conservation Authority Per:

Karen Armstrong, Deputy CAO/Secretary

The Nottawasaga Valley Conservation Authority

Doug Hevenor, CAO

The Credit Valley Conservation Authority

Quentin Hanchard, Chief Administrative Officer

The Saugeen Valley Conservation Authority

Jennifer Stephens, General Manager/Secretary-Treasurer

The Toronto Region Conservation Authority

John MacKenzie, Chief Executive Officer

Schedule A

1. Services of the Conservation Authorities

The Conservation Authorities agree to provide services to administer the Grant Programme to eligible property owners within Dufferin County to assist them to institute safeguards and to take other measures to improve surface and subsurface water quality. The Grand River Conservation Authority (GRCA) will serve as Programme Lead and be the central point contact for communications with the County and the Rural Water Quality Program Review Committee (hereinafter referred to as the "Review Committee"). Each Conservation Authority will administer the programme within the portion of Dufferin County within its watershed jurisdiction. Without limiting the generality of the foregoing, the services shall include the following:

(i) Preparation of Grant Applications

The Conservation Authorities will assist eligible landowners within their watershed jurisdiction to prepare project applications that meet Programme Guidelines. The Conservation Authorities will prepare and present project application summaries for funding approval to the Review Committee.

(ii) Receipt and Disbursement of Funding

- i. Coordinated by the GRCA, the Conservation Authorities shall provide a quarterly financial summary of Grant Programme project approvals and expenditures to the County.
- ii. Each Conservation Authority shall provide the County with an invoice in the amount equal to the approved grant funding allocated to projects within their watershed jurisdiction up to four times per year.
- iii. The funding received by the Conservation Authorities in 1 (ii) above, will be disbursed to property owners as grant and incentive payments for approved projects completed as per Programme Guidelines.
- iv. The GRCA shall provide the County with an invoice for Review Committee support costs and non-staff Programme promotion costs by December 15 of each year.

(iii) Ongoing Monitoring and Evaluation

Coordinated by the GRCA, the Conservation Authorities will monitor the success of the Grant Programme on an ongoing basis, primarily by noting the number of best management practices which are implemented as a result of the Grant Programme.

(iv) Administrative Services

The Conservation Authorities shall, at their own cost, provide all administrative services necessary to support delivery of the Programme. These services shall include, but shall not necessarily be limited to, staffing, accounting, office space, vehicles and other services which are normally associated with the operation of an office and a programme such as the one described in this Agreement.

Schedule B

Terms of Reference Dufferin Rural Water Quality Program Steering Committee Revised - December 2023

Program Objectives and Scope

Water is a shared resource and the responsibility to improve and protect water is shared by all water users. The Dufferin Rural Water Quality Program (RWQP) was initiated in 2017. Funded by Dufferin County, the RWQP provides financial assistance to rural landowners in Dufferin County to assist them in implementing best management practices that improve and protect water quality.

Program Principles

The following principles were used to design the Rural Water Quality Program:

- Provide financial incentives to rural landowners contributing to improved surface water and groundwater quality by implementing a broad range of Best Management Practices (BMPs).
- Achieve some water quality improvement/protection on many properties rather than focusing on a higher level of improvement on a few properties.
- Develop a positive attitude in the farm community that will continue to foster the adoption of BMPs.
- All reasonable effort should be made to ensure that projects are cost effective and one with which the property owner feels satisfied.
- As a voluntary program it is up to the applicant to decide which practices to propose and seek RWQP funding for.
- The RWQP has limited funding, therefore all eligible applications may not receive equal funding. It may be necessary to prioritize projects based on their potential to improve water quality to maximize the benefits derived from limited funds.
- Decisions on eligible projects will be made in accordance with any guideline documents prepared for the program.
- Funding decisions will be made by a Review Committee that includes representation from the agricultural community.
- Project applications are presented to the Review Committee in a format that does not reveal, to the extent reasonably possible, the identity of the grant applicant.
- The program will be delivered by staff from the Grand River Conservation Authority (GRCA), Nottawasaga Valley Conservation Authority (NVCA), Credit Valley Conservation Authority (CVC), Saugeen Valley Conservation Authority (SVCA) and Toronto Region Conservation Authority (TRCA) in the portion of Dufferin County within their watershed jurisdiction. GRCA will serve as the Programme Lead and be the central point of contact for communications with the County and the Review Committee.

Steering Committee Purpose

The Dufferin Rural Water Quality Program Steering Committee (the Steering Committee) will provide oversight to the implementation of the Dufferin Rural Water Quality Program.

Steering Committee Membership

Steering Committee membership is as follows:

- 1 Elected municipal representative from Dufferin County
- Dufferin County, Manager of Climate and Energy or designate
- Grand River Conservation Authority, Manager of Water Resources, or designate
- Grand River Conservation Authority, Supervisor of Conservation Outreach, or designate

- Nottawasaga Valley Conservation, Healthy Waters Program Coordinator or designate
- Credit Valley Conservation, Agricultural Outreach Senior Coordinator or designate

Steering Committee Chair

A Dufferin County representative will serve as Chair. The Chair administers the meetings of the Committee and ensures that the interests of the Committee are met.

The Chair will set the agenda for the meeting. Requests for items on agendas should be made to the Chair in advance of meetings.

Roles and Responsibilities

The roles and responsibilities of the Steering Committee are as follows:

(i) Preparation and Maintenance of Programme Guidelines

The Committee will maintain Grant Programme guidelines for approval by Dufferin County. These guidelines will provide details of the grant programme structure and shall include a description of the eligible measures, the financial incentives available in respect of each measure, eligibility criteria, the application process, and project implementation & follow-up provisions. Any significant change to the program principles and concepts will require Dufferin County Council approval.

(ii) Promotion & Marketing Strategy

The Committee will prepare a broad promotion and marketing strategy for the Grant Programme. This strategy will identify the main activities required to disseminate information about the programme and generate interest in the programme.

(iii) Project Approval Process

The Committee will establish and provide oversight to a Review Committee with authority to approve funding applications. The Review Committee shall adopt such rules of procedure as they consider expedient from time to time. All members of the Review Committee shall be subject to the same rules applicable to Municipal Councillors under the Municipal Conflict of Interest Act.

(iv) Appeals of Application Decisions

If a grant applicant is dissatisfied with a decision of the Review Committee, the applicant is entitled to appeal the decision to the Steering Committee where the appeal is based on additional information not presented with the initial application.

Applicants must make a request to appeal in writing to the Chair of the Steering Committee. The applicant will be allowed a maximum of 10 minutes to present their appeal to the Steering Committee, the members may then ask the applicant questions. The applicant will be notified by program staff of the Committee decision following the meeting. The decision and the reasons for the decision will also be confirmed in writing.

Steering Committee members must declare applicable pecuniary interest before appeals are heard.

(v) Ongoing Monitoring and Evaluation

The committee will monitor the progress of the program and make recommendations to improve implementation as required. This evaluation may include engaging program participants, agricultural organizations and/or stakeholder groups to provide feedback on the program.

(vi) Review the Terms of Reference as necessary.

Meeting Procedures

The Steering Committee will meet once a year or at the call of the Chair.

Committee business will be conducted informally with consensus decisions being preferred. Where consensus is not obtained, the Chair will consider the opinions from the dissenting members when making final decisions.

GRCA program staff will compile financial and project detail status reports for circulation to the Steering Committee and Dufferin County.

Any proposed change to the existing program principles will require approval by Dufferin County Council.

DRAFT



A community that grows together

Report To: Chair Taylor and Members of the Infrastructure and
Environmental Services Committee

Meeting Date: March 28, 2024

Subject: Geotechnical Investigation – Dufferin Road 11

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

Recommendation

THAT the Report, Geotechnical Investigation – Dufferin Road 11, dated March 28, 2024, from the Director of Public Works/County Engineer, be received;

AND THAT staff be directed to proceed with geotechnical investigations on Dufferin Road 11 at an estimated cost of \$25,000;

AND THAT the work be funded through the Rate Stabilization Reserve.

Executive Summary

Throughout the County Road Network there are roadways/road segments that are subject to seasonal load restrictions. This stems from a range of factors within an existing road structure, the integrity of its foundational base in correlation with the asphalt surface, and its susceptibility to adverse impacts from frost and seasonal moisture fluctuations. Heavy traffic on these roadways during the vulnerable period results in avoidable, extensive, and costly infrastructure damage. With a changing climate, these impacts will only increase. The County's Transportation Master Plan highlights roads/road sections with the long-term goal of removing the need for seasonal load restrictions. One such road is Dufferin Road 11. Staff propose to add a priority section of this road to the planned 2024 geotechnical work to speed up determining the process for a future solution.

Background & Discussion

When determining details of work for reconstructing, improving, or strengthening roads, it is critical to investigate subsurface conditions to better understand potential

weaknesses within a road structure. This work includes geotechnical investigations such as collecting borehole data that helps to properly inform and guide proposed design work. Without performing appropriate investigations, it is challenging to know whether a given solution will deliver the desired result and whether subsequent costs are justified.

The County’s Transportation Master Plan highlights several roads/road sections with the long-term goal of removing the need for seasonal load restrictions. One such road is Dufferin Road 11. In the past, discussions have occurred with Town of Shelburne staff about specific sections of this roadway where significant industry exists or is proposed. These discussions focused on the east-west and north-south sections of Dufferin Road 11/30 Sideroad and Dufferin Road 11/2nd Line (see attached) and often occurred during review of proposed development where staff explained load restrictions to prospective developers and business owners.

Staff propose to include this priority section of Dufferin Road 11 alongside other planned 2024 geotechnical work to better determine an appropriate infrastructure response.

The timing for road work, in response to the proposed investigations, remains undetermined pending development of future work plans. Through conducting the proposed investigations, staff will be able to begin precise design and cost estimations for future budget consideration.

Financial, Staffing, Legal, or IT Considerations

The estimated cost for the proposed geotechnical work on Dufferin Road 11/30 Sideroad/2nd Line is \$25,000. These funds are available from the Rate Stabilization Reserve.

There may be opportunities to consider alternative funding arrangements through public/private partnerships or industry contributions to expedite the roadwork that will be required to eliminate the requirement for load restrictions on Dufferin Road 11 and other County Roads in the future.

In Support of Strategic Plan Priorities and Objectives

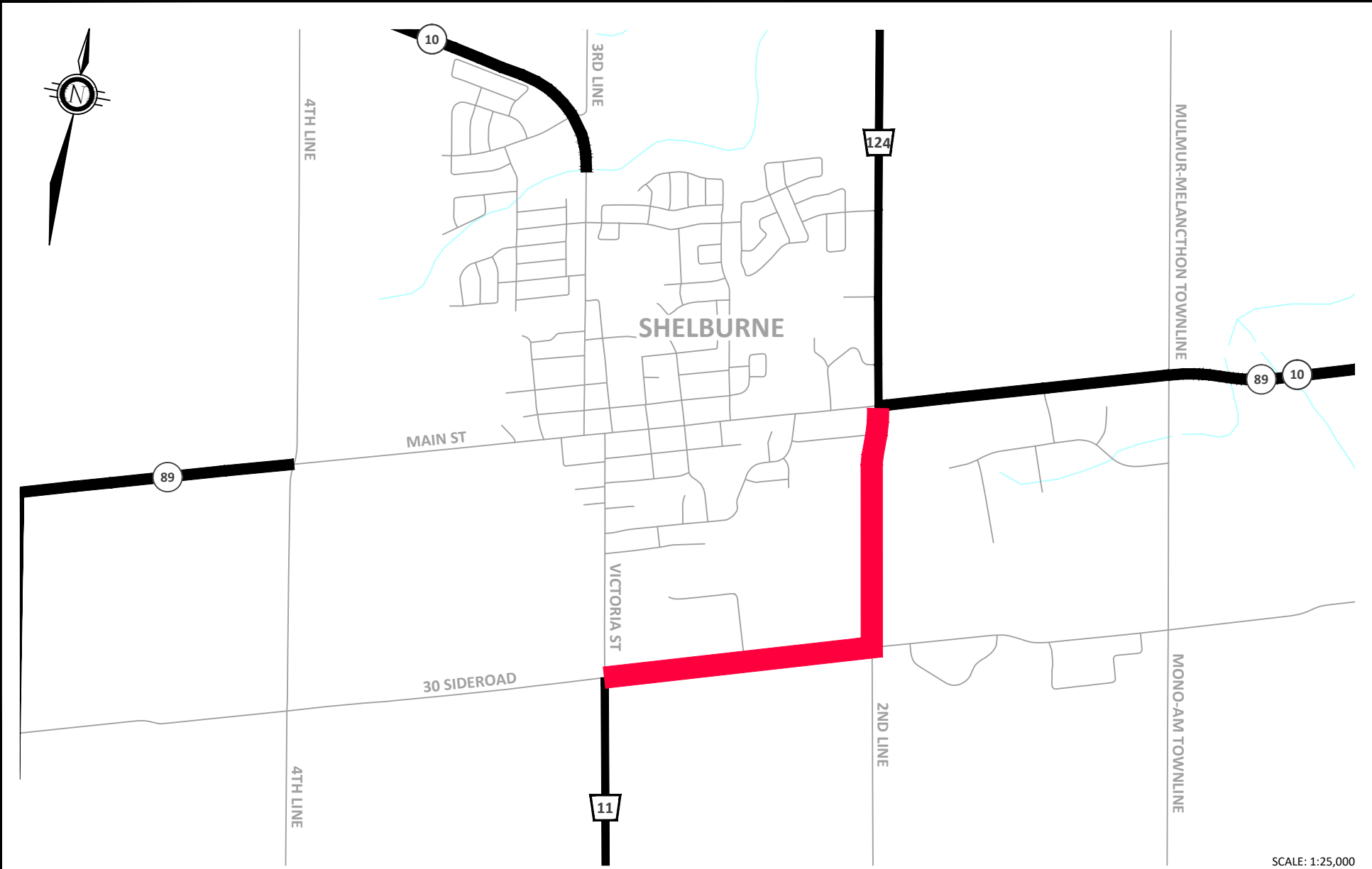
- Climate & Environment** – establish the County as a leader in Climate Action
- Governance** - identify opportunities to improve governance and service delivery.
- Equity** – align programs, services, and infrastructure with changing community needs.

Respectfully Submitted By:

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

Attachment: Proposed Geotechnical Investigation Map

Reviewed by: Sonya Pritchard, Chief Administrative Officer






SCALE: 1:25,000



ADDRESS: 30 CENTRE ST., ORANGEVILLE, ON. L9W 2X1
 TEL. NO.: (519)-941-2816 X 2600

LEGEND

-  COUNTY ROAD
-  PROVINCIAL HIGHWAY
-  TOWN/TOWNSHIP ROAD

 PROPOSED GEOTECHNICAL INVESTIGATION LOCATION

DRAWING TITLE:
 PROPOSED GEOTECHNICAL INVESTIGATION
 DUFFERIN COUNTY RD 11



374028 6TH LINE • AMARANTH ON • L9W 0M6

February 23, 2024

Hon. Doug Ford, Premier of Ontario
Hon. Prabmeet Sarkaria, Minister of Transportation

Sent by email to: Premier@ontario.ca; Minister.mto@ontario.ca

Re: Resolution on Highway 413

At its regular meeting of Council held on February 21, 2024, the Township of Amaranth Council passed the following resolution:

Resolution #: 3

Moved by: G Little

Seconded by: A. Stirk

Whereas the Township of Amaranth recognizes the importance for efficient and effective transportation networks in the Province and;

Whereas, the Province has committed to getting 1.5 millions home built within the next 10 years or less.

BE IT RESOLVED THAT:

The Township of Amaranth request that the Province of Ontario pause advancement on proposed highway 413 and redirect the approximate \$8 billion cost for highway 413 to support municipal infrastructure costs and housing construction initiatives and;

Further be it resolved that at least 50% of those funds be allocated for small urban and rural Ontario with populations less than 50,000. **CARRIED**

Please do not hesitate to contact the office if you require any further information on this matter.

Yours truly,

Nicole Martin, Dipl. M.A.
CAO/Clerk

Copy: Hon. Sylvia Jones, MPP Dufferin-Caledon sylvia.jones@pc.ola.org
Hon. Kinga Surma, MPP Etobicoke Centre kinga.surmaco@pc.ola.org
Dufferin County Municipalities