

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 27 day of February, 2024 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

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

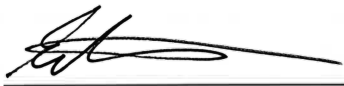
1. This Agreement shall commence on January 1st, 2024 and shall continue for five (5) years to and including December 31st, 2028 (the "Term"), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule 'A' of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule 'B' funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule 'B', capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule 'C' to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
6. Costs identified in Schedule 'C' are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not

been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the 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 Participating 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 does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. 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.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

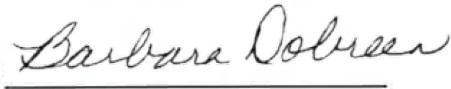
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

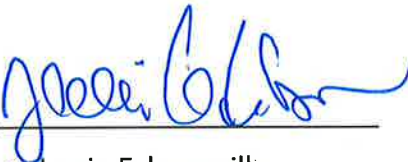
I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: 

Name: Kevin Eccles

Title: Mayor, West Grey

Per: 

Name: Jamie Eckenswiller

Title: Director of Legislative Services/Clerk

I/we have the Authority to bind the Corporation.

Schedule 'A' – Meux Creek Weir, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Meux Creek Weir is located within the limits of geographic Village of Neustadt, in Lion's Park, approximately 440 m downstream of Queen Street. The weir is accessible via the roadway system within the park and on foot from the parking area.

Municipality:	Municipality of West Grey, geographic Village of Neustadt
Roll No.:	420502000106401
Legal Description:	DAVID WINKLER PARKWAY PLAN;163 PT PARK LOTS 22,123; LIONS PARK & Municipal Road Allowance

Description:

The Meux Creek Weir was constructed in the 1980s, alongside the Neustadt Flood Control Works – Meux Creek project, to stabilize the watercourse banks and protect municipal infrastructure.

The Meux Creek Weir is a small control structure that is comprised of gabion baskets and concrete. A concrete apron was poured on top of the gabion baskets and forms the top and downstream faces of the weir. The gabion baskets extend upstream and downstream of the weir on both sides of Meux Creek. Large round stones have been placed on the downstream side of the weir to act as erosion protection. The purpose of the weir is to provide energy dissipation for Meux Creek.

2022 External Engineering Inspection:

Public Safety Summary

No public safety measures were identified at the Meux Creek Weir in Neustadt Lion's Park.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- No public safety signage present at the site.
- The creek channel and weir would be hazardous during high flow events.

Operator Safety Summary

There are no operations required at the Meux Creek Weir as it is a self-regulating fixed overflow structure.

Potential operator safety issues include:

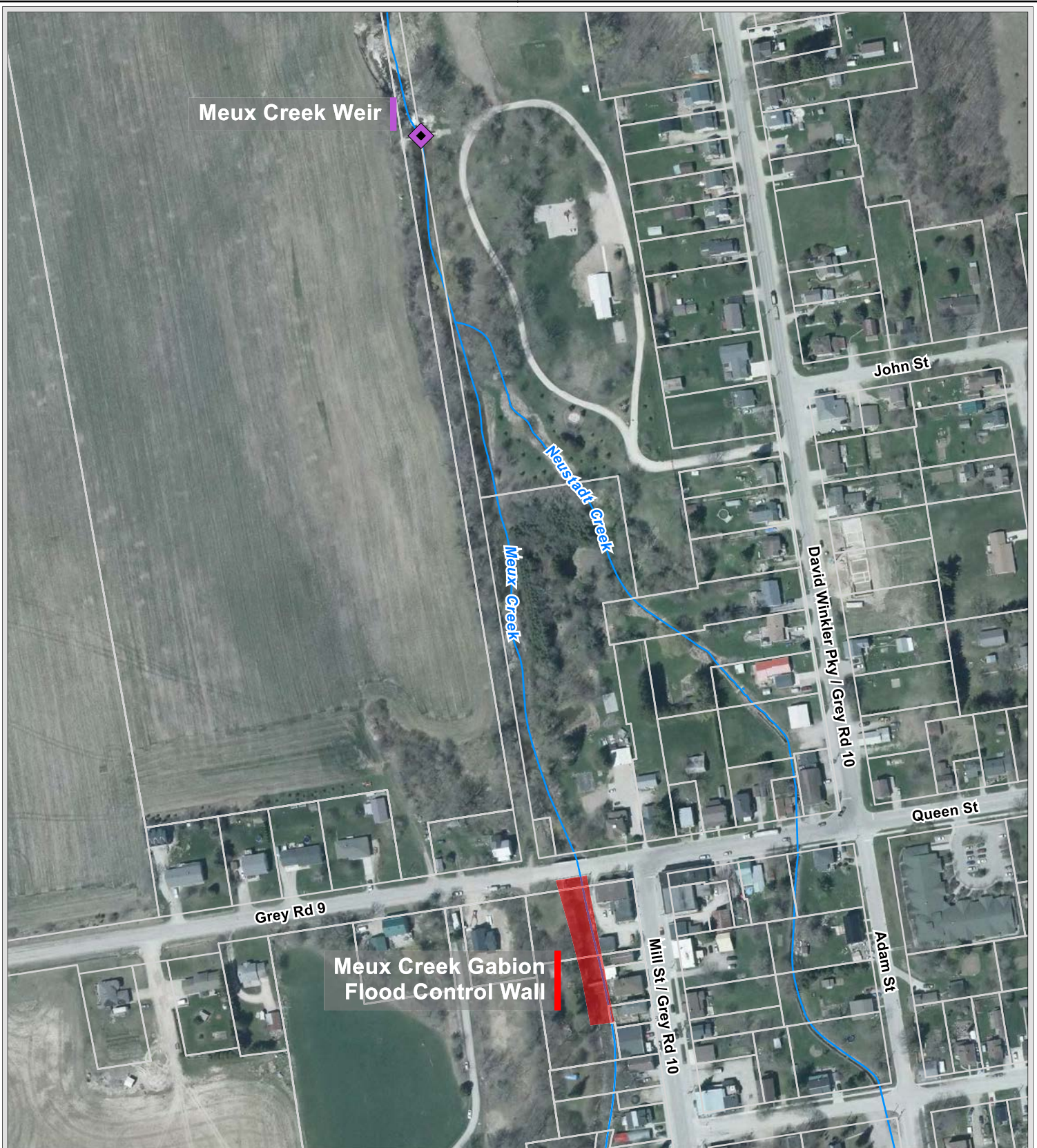
- Working around water may require the use of a life jacket or PFD.
- The weir would be hazardous during high flow events.

Condition Summary

In general, the Meux Creek Weir was observed to be in poor condition. The weir has signs of concrete deterioration (cracking and spalling), the gabion baskets are corroded, and there is erosion/slope failure upstream and downstream of the structure.

Recommendations

The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Meux Creek Weir.



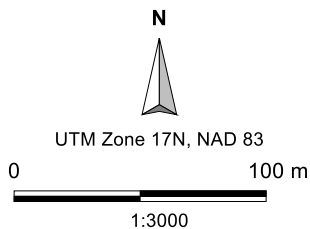
Meux Creek Weir

Meux Creek Gabion
Flood Control Wall





The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

Produced by SVCA and includes material ©[2022] of the Queen's Printer for Ontario. All Rights Reserved. [2022] May Not be Reproduced without Permission. THIS IS NOT A PLAN OF SURVEY.

This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2022.



Legend

-  Weir
-  Permanent Watercourse
-  Parcel Fabric
-  Flood Control Wall

Neustadt

Meux Creek



Table 2 – Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Management System				
1. Establish a regular frequency for engineering inspections (i.e., annually or bi-annually) as well as routine inspections by staff (i.e., monthly).	There were no records of past routine inspections, other than photos taken in 2013, 2014, 2016, 2017 and 2018. The SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. annually or bi-annually) as well as routine inspections by staff (i.e. monthly).	Immediate	\$2,500	The estimated cost shown is for the completion of an annual or bi-annual inspection by a qualified consulting engineering firm and assumes that the SVCA would have a number of flood and erosion control structures inspected as part of the same contract. The cost for a standalone inspection of the Meux Creek structures would be estimated as \$5,000. It is assumed that the routine inspections would be completed by SVCA staff as part of their regular duties.
2. Monitor the gabion baskets on the right bank of Meux Creek upstream of Queen Street and implement modifications/repairs as required but before they begin to fail and restrict flows within the channel.	The steel on the bottom of the gabion baskets on the right bank of Meux Creek upstream of Queen Street are in poor condition and will continue to deteriorate over time.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.
Public Safety				
4. Install public safety signage at the Meux Creek Weir in Neustadt Lions Park. The signage should be installed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011) and the Guidelines for Public Safety Around Dams (CDA, 2011).	There are no public safety signs installed at the Meux Creek Weir in Neustadt Lions Park and the area could be hazardous under certain conditions.	High	\$2,000	It is assumed that the SVCA would purchase the signs and posts but that the labour would be provided by SVCA staff as part of their regular duties.
Minor Maintenance				
10. Remove all trees and other woody vegetation growing within 1 m of the top/back of the gabion basket wall on the right bank of Meux Creek upstream of Queen Street.	There were trees noted growing behind the gabion basket wall on the right bank of Meux Creek upstream of Queen Street. Over time, root growth could contribute to the deterioration and movement of the gabion baskets.	Medium	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Major Maintenance				
12. Carry forward with the planned rehabilitation work of the gabion baskets on the left bank of Meux Creek upstream of Queen Street.	The gabion baskets on the left bank of Meux Creek upstream of Queen Street were noted to be in poor condition and it was understood that there is project underway to make the required repairs.	High	Per Engineer's Estimate	It is assumed that a detailed cost estimate for this work has already been prepared by the design engineer.
13. Replace the Meux Creek Weir in Neustadt Lions Park and provide appropriate erosion protection and stabilization measures within the creek channel and on the upstream and downstream creek banks.	Meux Creek Weir in Neustadt Lions Park is in poor condition with deteriorating concrete and corroded and broken gabion baskets.	Low	\$200,000	This cost estimate is provided for high level budget preparation only. The final cost will depend on the selected design and construction methodology. Estimate includes \$50,000 for engineering, permitting and tendering.

Schedule 'B' – Meux Creek Weir, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The maintenance activities listed below would be performed in the absence of a public safety plan and other recommended studies as prescribed by the most recent external engineer inspection report.

- Installation and maintenance of signage
- Vegetation control

Inspection:

- Bi-annual inspection and subsequent inspection reports by SVCA staff
- Coordination of one inspection during the term agreement by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the weir structure

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Meux Creek Weir. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Replacement of the Meux Creek Weir
- Installation of erosion protection and stabilization measures within the creek channel, upstream and downstream of creek banks, and on weir itself

Schedule 'C' – Meux Creek Weir, Municipality of West Grey

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$2,500.00
Vegetation control	As needed	Over the 5 year term	\$3,000.00
Inspections	Internal, with reporting	Bi-annual	\$7,500.00
Engineer inspection	External	Once every 5 years (2028)	\$2,500.00
5 YEAR TOTAL			\$15,500.00

Notes:

- The above cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Additional repair and/or maintenance work may be required within the five-year budget period.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA staff will seek written approval from the Municipality of West Grey should external engineering costs be greater than 20% of the estimated cost.
- All maintenance and inspection costs shall be in accordance with SVCA's Purchasing Policy.
- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects are not included in the cost estimates above and will not be undertaken by SVCA staff without SVCA Board of Directors approval.
- Inspection and/or maintenance of the adjacent pedestrian bridge is not included in this agreement.

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 2 Agreements

November 30th, 2023

Motion # G23-112

THAT the Board of Directors authorizes staff to proceed with the execution of Category 2 Agreements on behalf of the Authority.

Moved by: Paul Allen, SVCA Director, Municipality of Grey Highlands.

Seconded by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



**Corporation of the
Municipality of West Grey**
402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

February 27, 2024

Erik Downing
General manager, Secretary-Treasurer (Acting)
Saugeen Valley Conservation Authority
1078 Bruce Road 12, Box 150, Formosa
Ontario, Canada N0G 1W0

RE: Category 2 Agreements

To Mr. Downing,

Please be advised that at its meeting held on February 20, 2024, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-240220-005 as follows:

"THAT in consideration of staff report 'IPW-2024-03 - SVCA – Category 2 Programs and Services Agreements', council authorizes the mayor and clerk to execute all necessary documents to enter into three separate five-year category 2 agreements for the Neustadt Dam Floodwall, Meux Creek, and Neustadt Creek."

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Eckenswiller".

Jamie Eckenswiller, AMP (he/him)
Director of Legislative Services/Clerk
Municipality of West Grey

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 27 day of February, 2024 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

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AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

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


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2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule 'A' of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule 'B' funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule 'B', capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule 'C' to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
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9. Neither party shall be in default with respect to the performance or non-performance of the terms of the 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 Participating 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 does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
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SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)


Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

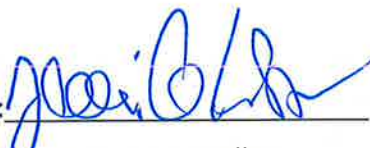
I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: 

Name: Kevin Eccles

Title: Mayor, West Grey

Per: 

Name: Jamie Eckenswiller

Title: Director of Legislative Services/Clerk

I/we have the Authority to bind the Corporation.

Schedule 'A' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Neustadt Flood Control Works – Neustadt Creek project is located within the limits of geographic Village of Neustadt. The project can be accessed via the public road system as well as easements across private property.

Municipality: Municipality of West Grey, geographic Village of Neustadt

Roll No. & Legal Description: Various, SVCA registered easements and municipal road allowances

A Category 2 agreement is offered for maintenance and inspection of watercourse crossings associated with the Neustadt Flood Control Works – Neustadt Creek project within the following municipal road allowances: William Street, Adam Street, Stephana Street, and Queen Street.

Description:

The Neustadt Flood Control Works - Neustadt Creek was constructed in 1982 to reduce the frequency of flooding in Neustadt and to minimize erosion.

This flood control project involved deepening and widening the existing channel, installation of gabion baskets, replacing and upgrading road crossings and enclosing the channel downstream of Queen Street. Gabion drop structures were included in the overall project work for energy dissipation. The total project length is approximately 600 m, with 300 m being lined with gabion baskets. There are also three road crossings that were constructed as part of this project.

2022 External Engineering Inspection:

Public Safety Summary

Minimal public safety measures were identified at the Neustadt Flood Control Works on Neustadt Creek. Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- There are no warning signs at the inlets of the culverts and the culvert grates have been removed.

- Railings provided do not meet the current standards and there are no railings in some locations.
- Graffiti was noted within the William Street and Queen Street culverts indicating that some members of the public are entering these potentially hazardous areas.

Operator Safety Summary

Potential operator safety issues include:

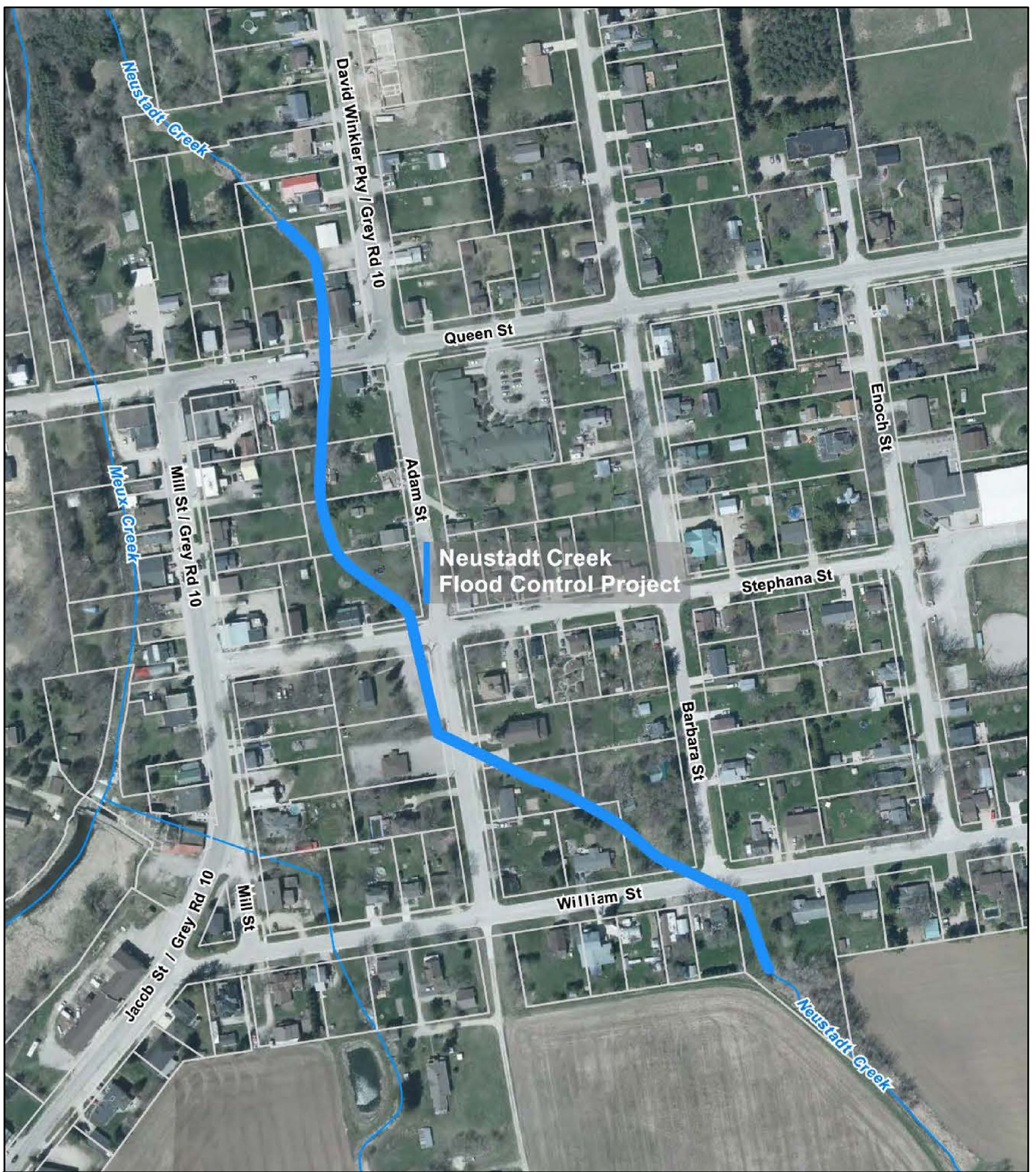
- Working around water may require the use of a life jacket or PFD.
- The railings and work platforms on the upstream and downstream sides of the Adam Street / Stephana Street culvert are a hazard for operators and may also be a public safety hazard.

Condition Summary

In general, the flood control works were observed to be in fair to good condition. The base of many gabion baskets are broken due to corrosion; however, minimal ballast was escaping. There is a build-up of vegetation and sediment throughout the majority of the channel sections and a number of deficiencies associated with the culvert crossing structures were identified.

Recommendations

The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Neustadt Flood Control Works – Neustadt Creek project.



**Neustadt Creek
Flood Control Project**



Data Sources
Saugeen Valley Conservation Authority
Created In: ArcMap 10.7
Scale: N.T.S

- Legend**
-  Permanent Watercourse
 -  Parcel Fabric
 -  Flood Control

Figure 2 - Site Plan

Drawn By:	GB
Checked By:	DG
Map Date:	12/05/22
Project Number:	22-5540
Map File Number	Figure 2



D.M. Wills Associates Limited
150 Jameson Drive
Peterborough, Ontario
K9J 0B9

P. 705.742.2297
F. 705.748.9944
E. wills@dmwills.com
Copyright D.M.Wills 2021

Table 2 – Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Management System				
1. Establish a regular frequency for engineering inspections (i.e. five years) as well as routine inspections by staff (i.e. annually).	There are limited past inspection records available and the SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. five years) as well as routine inspections by staff (i.e. annually).	Immediate	\$2,500	The estimated cost shown is for the completion of an engineering inspection by a qualified consulting engineering firm and assumes that the SVCA would have a number of flood and erosion control structures inspected as part of the same contract. The cost for a standalone inspection would be estimated as \$10,000. It is assumed that the routine inspections would be completed by SVCA staff as part of their regular duties.
2. Monitor the condition of the various culvert and gabion basket sections and undertake localized repairs as required.	A number of small deficiencies were identified throughout the gabion basket and culvert structures.	Ongoing	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties.
3. Confirm the location and the extent of the easements owned by the SVCA and develop communication tools to inform local property owners about the presence of the easement on their property as well as acceptable uses of their lands within the easement.	Private infrastructure, such as pedestrian bridges, drainage pipes, and sheds, have been constructed over top of or adjacent to the gabion basket walls. There are some locations where equipment/tools, construction material and firewood are being stored on the gabion basket walls. Additionally, there is one section of the flood control channel upstream of Queen Street where a wire fence has been installed right to the front edge of the gabion basket wall, making it hard to pass through. The easement limits were not clear during the site inspection.	Ongoing	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Public Safety				
4. Add public safety signage to each of the culvert headwalls. The signs should read "DANGER KEEP OUT" and the wording should be large enough that it can be seen from outside of the flood control channel.	There are no warning signs at the inlets of the culverts and the culvert grates have been removed.	Immediate	\$2,500	It is assumed that this would be completed by SVCA staff as part of their regular duties using purchased materials.
5. Replace the railings on the various concrete headwalls with railings that meet current Ontario Building Code requirements.	The railings that are in place do not meet the Ontario Building Code Requirements.	High	\$10,000	
6. Remove the railings and work platforms on the upstream and downstream sides of the Adam Street/Stephana Street culvert. Replace with proper work platforms and railings if these structures are required for SVCA operation.	The railings and work platforms on the upstream and downstream sides of the Adam Street/Stephana Street culvert are a hazard for operators.	High	\$0	It is assumed that this would be completed by SVCA staff as part of their regular duties. Cost to replace the work plat forms, if required, would depend on the type of work platform required.
Minor Maintenance				
7. Clear sediment and vegetation from in the channel to ensure that it has the hydraulic capacity required to convey the design flood flows. At the same time, undertake repairs to the bottom row of gabion baskets and remove trees and woody debris from near the top of the gabion basket walls.	There is vegetation growth and sediment accumulation within the flood control channel. This has the potential to affect the hydraulic capacity of the system, reducing the flood protection it is intended to provide.	Medium	\$70,000	It is assumed that the SVCA would retain a contractor to carryout this work. Permitting from the DFO and SVCA may be required.

Schedule 'B' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The following maintenance activities would be completed on the watercourse crossings located within the municipal road allowances identified in Schedule 'A':

- Installation and maintenance of signage
- Minor concrete repairs and joint sealing, as needed
- Removal of railings and work platforms on the upstream and downstream sides of the Adam Street and Stephana Street culvert (if being replaced or no longer needed)
- Clear sediment, vegetation, and/or other woody debris inside watercourse crossings

The above maintenance activities are contingent on SVCA staff having full, unobstructed access to the site.

Inspection:

- Annual inspection and subsequent inspection report by SVCA staff
- Coordination of one inspection during the term agreement by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the watercourse crossings.

The above inspection activities do not include review of overlying road conditions, such as asphalt, curb and gutter, municipal sewers and watermains, sidewalk, guiderails, or any other municipal infrastructure not related to the watercourse crossings.

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Neustadt Flood Control Works – Neustadt Creek project. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Replacement of railings on various concrete headwalls with railings that meet current Ontario Building Code requirements
- Replacement of the Adam Street and Stephana Street work platforms and railings

Schedule 'C' – Neustadt Flood Control Works – Neustadt Creek, Municipality of West Grey

Category 2 Cost

The maintenance and inspection activities identified in Schedule 'B', within the municipal road allowance would occur concurrently with other, mandatory activities completed within SVCA's easements on the Neustadt Flood Control Works – Neustadt Creek project. SVCA staff costs related to these items would be included in the annual SVCA budget, divided between special benefitting and general levy (60/40), as approved by SVCA's Board of Directors.

Notes:

- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects within the municipal road allowance are not included in any cost estimates and will not be undertaken by SVCA staff without SVCA Board of Directors approval.
- Internal inspections by SVCA staff may or may not be sufficient to address Municipal regulations associated with a watercourse crossing or bridge, such as the *Municipal Act*, *Public Transportation and Highway Improvement Act* or *Bridge Code*. SVCA internal inspections will focus on the ability of the structure to convey flows and note general deficiencies.

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 2 Agreements

November 30th, 2023

Motion # G23-112

THAT the Board of Directors authorizes staff to proceed with the execution of Category 2 Agreements on behalf of the Authority.

Moved by: Paul Allen, SVCA Director, Municipality of Grey Highlands.

Seconded by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

Schedule E



**Corporation of the
Municipality of West Grey**
402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

February 27, 2024

Erik Downing
General manager, Secretary-Treasurer (Acting)
Saugeen Valley Conservation Authority
1078 Bruce Road 12, Box 150, Formosa
Ontario, Canada N0G 1W0

RE: Category 2 Agreements

To Mr. Downing,

Please be advised that at its meeting held on February 20, 2024, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-240220-005 as follows:

"THAT in consideration of staff report 'IPW-2024-03 - SVCA – Category 2 Programs and Services Agreements', council authorizes the mayor and clerk to execute all necessary documents to enter into three separate five-year category 2 agreements for the Neustadt Dam Floodwall, Meux Creek, and Neustadt Creek."

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Eckenswiller".

Jamie Eckenswiller, AMP (he/him)
Director of Legislative Services/Clerk
Municipality of West Grey

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 27 day of February, 2024 (the "Effective Date").

BETWEEN:

MUNICIPALITY OF WEST GREY

(hereinafter, "Participating Municipality")

AND:

SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

WHEREAS SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

AND WHEREAS the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

AND WHEREAS under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

AND WHEREAS the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

AND WHEREAS the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

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

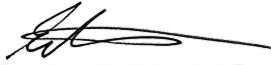
1. This Agreement shall commence on January 1st, 2024 and shall continue for five (5) years to and including December 31st, 2028 (the "Term"), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule 'A' of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule 'B' funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule 'B', capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. ~~The Participating Municipality agrees to the costs as identified in Schedule 'C' to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.~~
6. Costs identified in Schedule 'C' are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not

been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the 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 Participating 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 does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. 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.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.


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

SAUGEEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

MUNICIPALITY OF WEST GREY

Per: 

Name: Kevin Eccles

Title: Mayor, West Grey

Per: 

Name: Jamie Eckenswiller

Title: Director of Legislative Services/Clerk

I/we have the Authority to bind the Corporation.

Schedule 'A' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Site Summary and Location Map

Site Location and Access:

The Neustadt Dam and Flood Control Wall are located within the limits of geographic Village of Neustadt, upstream of Queen Street on Meux Creek. The dam was accessed via Grey Road 10 (Jacob Street) in Neustadt. The Flood Control Wall is connected to the Neustadt Dam.

Municipality: Municipality of West Grey, geographic Village of Neustadt

Roll No.: 420502000110101

Legal Description: CON 13 PT LOT 2 RP 17R1383; PARTS 1 & 7 TO 10

Description:

The Neustadt Dam was originally constructed in the 1850's to support a sawmill and flour and grist mill; however, it is believed that the current dam structure was constructed in the 1920's. The right (west) section of the dam is thought to be original whereas the left (east) section of the structure was reconstructed in 1976 with a poured concrete retaining wall.

In 1991, SVCA and the Municipality of West Grey constructed the Flood Control Wall at the dam and mill buildings to help contain floodwaters within the channel. The Flood Control Wall was designed to contain a 1:100-year flood event. During a flood event, a board can be installed between the dam and the flood control wall (within the 'C' channel) to contain floodwater within Meux Creek. SVCA staff understand that installation of the flood control board is completed by the local fire department.

2022 External Engineering Inspection:

Public Safety Summary

The public safety measures that have been installed at the site include:

- The pedestrian bridge, deck and flood control wall have railings with chain link fence installed.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- No public safety signage present.
- Railings do not meet the Ontario Building Code requirements.

Operator Safety Summary

The dam is not currently operable, and the existing railing does not meet the requirements for a guard rail under Ontario Regulation 851.

The flood control wall does not contain any operable components.

Condition Summary

In general, the dam was observed to be in very poor condition and is considered to be a public safety hazard. The Flood Control Wall was found to be in fair condition with varying degrees of scaling, worsening towards the base, and honeycombing around construction joints. The upstream face of the flood control wall had sporadic cracking with efflorescence noted.

Recommendations

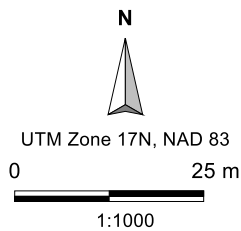
The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Neustadt Dam and Flood Control Wall.






The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

Produced by SVCA and includes material ©[2022] of the Queen's Printer for Ontario. All Rights Reserved. [2022] May Not be Reproduced without Permission. THIS IS NOT A PLAN OF SURVEY.

This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2022.



- Legend**
-  Dam
 -  Parcel Fabric
 -  Flood Control Wall

Neustadt
Neustadt Mill Dam



Table 2 – Dam Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Public Safety				
1. While the dam removal is being planned, block public access to the dam structure with fencing/gates and place public safety around dams signage on the gates. The public safety signs shall be installed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011).	There are significant public safety hazards at the structure, the public has access to the structure and it may take some time to plan and obtain funding for the dam removal.	Immediate	\$10,000	
Major Maintenance				
2. Remove the dam and restore the creek channel. Considerations may need to be given to maintaining the flood control wall.	The dam is in poor to very poor condition, is a public safety hazard and does not serve a purpose for the SVCA or the Municipality of West Grey.	High	\$500,000	A Class Environmental Assessment (Conservation Ontario) and a permit under the Lakes and Rivers Improvement Act from the Ministry of Natural Resources and Forestry may be required before the dam can be removed. The cost of a Class Environmental Assessment study, including public consultation, is estimated as \$100,000.

Schedule 'B' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Category 2 Programs and Services

Maintenance Activities:

The maintenance activities listed below would be performed in the absence of a public safety plan and other recommended studies as prescribed by the most recent external engineer inspection report.

- Installation and maintenance of signage
- Restricting public access to the dam structure (i.e., placing concrete blocks or securing temporary fencing). Communication relevant to restricting public access would be the responsibility of the Municipality of West Grey, although SVCA could aid in the development of communication materials.
- Re-sealing construction joints and replacement of expansion joints, as needed
- Minor concrete repairs, as needed
- Vegetation control

The above maintenance activities are contingent on SVCA staff having full, unobstructed access to the site and permissions from all affected landowners.

Inspection:

- Quarterly inspections and subsequent inspection report by SVCA staff
- Coordination of annual inspection by a qualified external engineer
- General project management, including review and communication of SVCA permit requests within the vicinity of the dam and flood control wall

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Neustadt Dam and Flood Control Wall. SVCA staff request notification should the Municipality of West Grey undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:

- Consider options for dam removal: potentially including further actions such as an Environmental Assessment, engineering fees, additional studies and approvals.

Schedule 'C' – Neustadt Dam & Flood Control Wall, Municipality of West Grey

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$5,000.00
Restrict public access	Concrete block or temp fencing	Once	\$3,500.00
Concrete joints	Re-seal / replacement	As needed	\$3,000.00
Inspections	Internal, with reporting	Quarterly	\$15,000.00
Engineer inspection	External	Annual	\$15,000.00
5 YEAR TOTAL			\$41,500.00

Notes:

- The above cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Additional repair and/or maintenance work may be required within the five-year budget period.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA staff will seek written approval from the Municipality of West Grey should external engineering costs be greater than 20% of the estimated cost.
- All maintenance and inspection costs shall be in accordance with SVCA's Purchasing Policy.
- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects are not included in the cost estimates above and will not be undertaken by SVCA staff without SVCA Board of Directors approval.

Schedule 'D'

Saugeen Conservation Authority Board of Directors Motion to Execute Category 2 Agreements

November 30th, 2023

Motion # G23-112

THAT the Board of Directors authorizes staff to proceed with the execution of Category 2 Agreements on behalf of the Authority.

Moved by: Paul Allen, SVCA Director, Municipality of Grey Highlands.

Seconded by: Jennifer Prenger, SVCA Director, Municipality of Kincardine.

CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

Schedule E



**Corporation of the
Municipality of West Grey**
402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

February 27, 2024

Erik Downing
General manager, Secretary-Treasurer (Acting)
Saugeen Valley Conservation Authority
1078 Bruce Road 12, Box 150, Formosa
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RE: Category 2 Agreements

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If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Eckenswiller".

Jamie Eckenswiller, AMP (he/him)
Director of Legislative Services/Clerk
Municipality of West Grey