

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 24 day of NOVEMBER, 2025 (the "Effective Date").

BETWEEN:

THE MUNICIPALITY OF ARRAN-ELDERSLIE

(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:

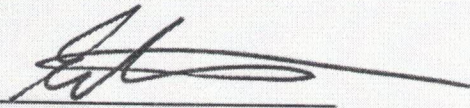
1. This Agreement shall commence on January 1st, 2025 and shall continue for five (5) years to and including December 31st, 2029 (the "Term"), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached 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.

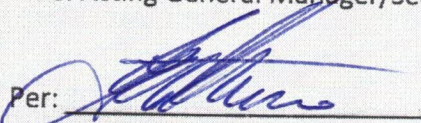
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SAUGEEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: Acting General Manager/Secretary-Treasurer

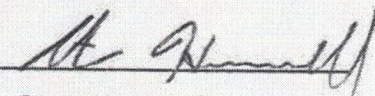
Per: 

Name: Tom Hutchinson

Title: Chair, SVCA Board of Directors

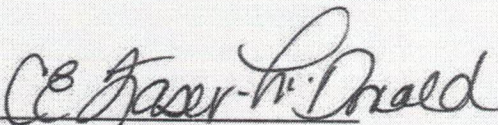
I/we have the Authority to bind the Corporation.

THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per: 

Name: Steve Hammell

Title: Mayor

Per: 

Name: Christine Fraser-McDonald

Title: Clerk

I/we have the Authority to bind the Corporation.

Schedule 'A' – Paisley Flood Control Works, Municipality of Arran-Elderslie

Site Summary and Location Map

Site Location and Access:

The Paisley Flood Control Works project is located within the geographic Village of Paisley. The project is comprised of a series of dykes along with a storm drainage system with catch basins and flap gates. The various sections of the dykes and storm drainage system can be accessed via the public road system in Paisley.

Municipality: Municipality of Arran-Elderslie, geographic Village of Paisley

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

A Category 2 agreement is offered for maintenance and inspection of those portions of the Paisley Flood Control Works project that reside on the following municipal properties and road allowances:

Municipally Owned Properties (Roll No.)	Road Allowances	Map #
410341000204900	PLAN 87 LOT 1 CAMBRIDGE N/S	1
410341000211800	LOT 18 ROSS E/S	2
410341000213101	LOT 2 PARK LOT 2 GEORGE N;W/S	3
410341000213500	PARK LOT 1 GEORGE N E/S	4
410341000208200	391 Queen St N L B L1 SUB OF L A L H L2 SUB;OF L A L G L3 TO 6 SUB OF L1;QUEEN N ES L3 SUB OF L H;WATER WS L2 TO 4 L1 L2 SUB;OF L5 L6 CHURCH SS	5
410341000208000	277 Queen Street N PT LOT D LOT E TO F QUEEN N;E/S LOT 1 PT LOT 2 SUB OF H	6
410341000212901	LOT 17 TO 18 GEORGE N W/S	7
410338000108003	PLAN 13 LOT 14 N OF NORTH	8
410338000109601	322 NORTH ST CON A PT LOT 16 RP 3R-832;PART 4	9
410341000211301	525 Ross St N PT LOT 10 ROSS E/S RP;3R915 PART 1	10

Description:

The Paisley Flood Control Works project was originally constructed between 1981 and 1986 to protect the Village of Paisley from flooding. The project is comprised of approximately 3 km of earthen dyke, 13 flap gates, 37 catch basins, and 2 weir structures.

Majority of the dyke system is along the Main Saugeen River; however, the project also included diverting and relocating Willow Creek and construction of additional flood control dykes. The main dyke system was designed for the Regional Storm Flood event while a portion of the Willow Creek dyke was only built to withstand the 100-year storm event.

There is a storm drainage system installed on the upstream side of the dyke in various locations to drain stormwater from the Village. There are grassed swales that lead to the various catch basins.

There is also a pumping station located in the dyke near the Wastewater Treatment Plant (WWTP). This pumping station is used to pump flood waters from behind the dyke back into the river.

2022 External Engineering Inspection:*Public Safety Summary*

No significant public safety issues were identified at the time of inspection; however, it was noted that the weir structures on Willow Creek would be hazardous during high flow events.

Operator Safety Summary

No major operator safety issues were identified at the time of the inspection.

Condition Summary

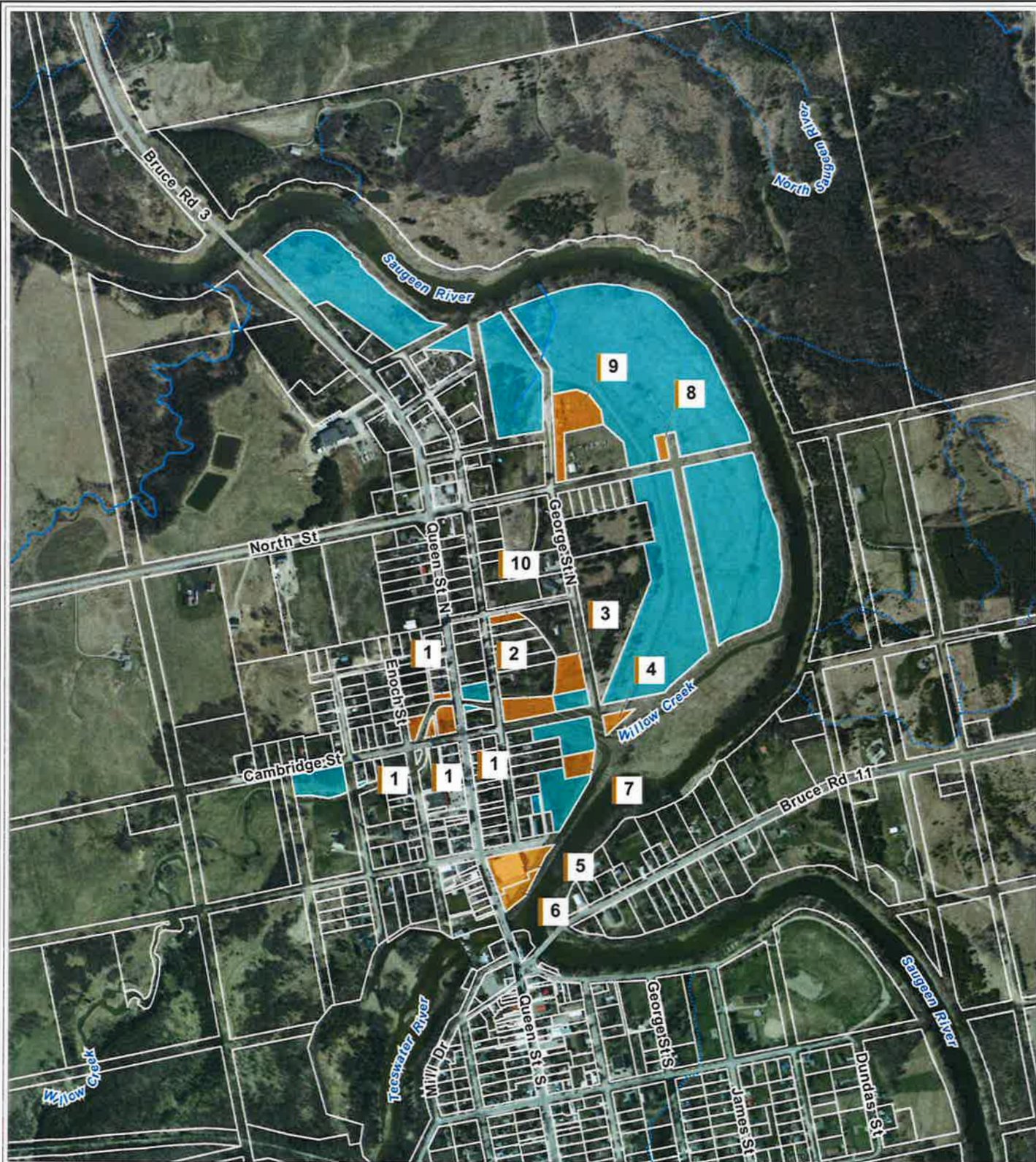
In general, the Paisley Flood Control works were observed to be in good condition. It was noted that some catchbasins have broken grates and there was vegetation growth and sediment accumulation in some.

The concrete/gabion basket weir structure upstream of Cambridge Street is in poor condition and there was erosion of the dyke banks downstream of the former sawmill near the south end of Victoria Street North.

The flood control works should continue to be monitored for future deterioration and remedial action should be completed on an as needed basis.

Recommendations

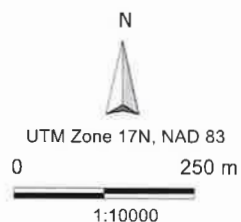
The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Paisley Flood Control Works project.



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 ©(2025) of the Queen's Printer for Ontario. All Rights Reserved. [2025] 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 ©2025



Legend

- Intermittent Watercourse
- Permanent Watercourse
- Parcel Fabric
- Arran-Elderslie Easement
- SVCA Easement

Schedule A Category 2 Easement Plan Paisley



Figure 1

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 were no records of past engineering inspections by a professional consulting engineer. There were records of past routine inspections, including an inspection; however, the only records were photos taken in 2017, 2018, 2019, 2020 and 2021. The SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. every five years) as well as routine inspections by staff (i.e. annually).	Immediate	\$5,000	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 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. Complete a CCTV inspection of all storm sewer pipes and culverts to confirm their condition. Based on the results of these inspections, develop a plan for the rehabilitation or replacement of any deteriorated pipes.	Some of the storm sewer pipes viewed at the outlets are in poor condition and a thorough inspection via CCTV camera would better identify the condition of the pipes and identify rehabilitation or replacement recommendations.	Medium	\$30,000	It is assumed that the SVCA would retain a specialized contractor to complete this work; however, the Municipality may have this capability in house which would allow the work to be completed at a lower cost.
3. Retain the services of an electrical/mechanical engineering consultant to test and inspect the pumping station located at the north end of George Street North and make any repairs necessary to ensure reliable operation.	Inspection of the pumping station equipment requires a more specialized consultant or contractor.	High	\$5,000	This could be completed by the SVCA or the Municipality if they have the experience in house, possibly staff at the WWTP.
4. 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.	The extends of the easements owned by the SVCA were not clear in the field and there was potentially some encroachment by property owners.	Medium	\$0	It is assumed that this work would be completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
5. Monitor for tree growth on and around the dykes and remove trees growing on the embankments or within 5 m of the toe of slope as appropriate.	The issues that could result from tree growth include: • Root systems weaken the soil and have the potential to cause piping through the embankment. • Tree cover generally leads to poor growing conditions for grass under the tree canopy leading to exposed soils and increasing the potential for erosion. • Trees have large root balls. If a tree is blown over during a storm event, the removal of the root ball could compromise the dyke, increasing the risk of failure and an inability to provide the required flood protection.	Ongoing	\$0	It is assumed that this work would be completed by SVCA staff as part of their regular duties.
Minor Maintenance				
6. Replace the weir structure upstream of Cambridge Street and provide appropriate erosion protection and stabilization measures within the creek channel and on the upstream and downstream creek banks.	The concrete and gabion basket weir structure upstream of Cambridge Street is in poor condition.	Medium	\$150,000	It is assumed that the SVCA would retain a consulting engineer to complete the design of the new weir and a contractor to complete the construction. A permit from the MNRF under the LRIA will be required.
7. Clean out the channel downstream of the storm drainage system outlet that is located 140 m north of Church Street.	There is sediment built up in the channel downstream of the storm drainage system outlet that is located 140 m north of Church Street. This is causing water to back up against the headwall.	Medium	\$0	It is assumed that this work would be completed by SVCA staff as part of their regular duties.

Schedule 'B' – Paisley Flood Control Works, Municipality of Arran-Elderslie

Category 2 Programs and Services

Maintenance Activities:

The following maintenance activities would be completed on the municipal properties and road allowances identified in Schedule 'A':

- Installation and maintenance of SVCA signage
- Grass cutting, vegetation control and grubbing
- Clear sediment, vegetation, and/or other woody debris around and inside flap gates and catch basins
- Trenching of outflows of Paisley Pump once during the course of the agreement (once every 5 years)
- Trenching or digging the flap gates / outflow channels on an annual basis
- Maintenance of flap gates on an as needed basis
- Maintain and operate the Paisley pump when required. If work on the pump requires confined spaces training, Arran-Elderslie staff would work with SVCA staff to install or remove the pump for service each year with Arran-Elderslie staff responsible for removal or re-installation and SVCA staff responsible for servicing until such a time as SVCA staff have their own confined spaces training.

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

It is assumed that the Municipality of Arran-Elderslie will continue to perform the following tasks:

- Cut grass on the walking paths along the top of the dykes
- Operation of pumps by lawn bowling club and behind the arena

Inspection:

- Annual inspection and subsequent inspection report by SVCA staff
- Coordination of one inspection during the 5-year term of the agreement by a qualified external engineer

- General project management, including review and communication of SVCA permit requests within the vicinity of the project, landowner communications, and maintenance of an operations manual

The above inspection activities do not include review of road conditions, such as asphalt, curb and gutter, municipal sewers and watermain, sidewalk, guiderails, or any other municipal infrastructure not related to the Paisley Flood Control Works project.

All catch basins outside the Paisley Flood Control Works will remain the responsibility of the Municipality of Arran-Elderslie and will not be reviewed during inspections. All culverts or drainage systems through the dyke are included in this agreement.

Capital Project(s):

The SVCA Board of Directors must approve any and all capital projects on the Paisley Flood Control Works project. SVCA staff request notification should the Municipality of Arran-Elderslie undertake capital projects on municipal property within the project area 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 weir structure upstream of Cambridge Street with appropriate erosion protection and stabilization measures within the creek channel.

Schedule 'C' – Paisley Flood Control Works, Municipality of Arran- Elderslie

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Maintenance	As needed	5 Year Total	\$27,535
Inspections	Internal, with reporting	5 Year Total	\$1,050
5 YEAR TOTAL			\$28,585

Item	Description	Duration	Budget (5 year)
Signage	Design and install	Once	\$550
Engineer Inspections	External	Once every 5 years	\$450
5 YEAR TOTAL			\$1,000

The maintenance and inspection activities identified in Schedule 'B', on municipal property (including municipal road allowances) would occur concurrently with other, mandatory activities completed within SVCA's easements on the Paisley Flood Control Works project. Costs for these items, have been estimated in the above two tables based on the percentage of property owned by the Municipality. The tables separate the annual activities and the activities completed once in the next 5 years. The remainder of the costs for works incurred by SVCA for the Paisley Flood Control Works outside of the above tables will be divided between special benefitting and apportionment (60/40).

Notes:

- The above inspection cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Maintenance and operation costs are based on 2023 and 2024 costs for properties along the Paisley Flood Control Works. Additional repair and/or maintenance work may be required.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA will seek written approval from the Municipality of Arran-Elderslie 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 on municipal property are not included in any cost estimates and will not be undertaken by SVCA staff without SVCA Board of Directors and Municipality of Arran-Elderslie Council 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 retain flow within the Saugeen River and will 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



THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

By-law 83-2025

Being a By-law to Enter into an Agreement with the Saugeen Valley Conservation Authority for Category 2 Services

WHEREAS Section 20(1) of the Conservation Authorities Act sets out the areas over which it has jurisdiction, including municipal programs and services that may be provided under Section 21.1.2.

AND WHEREAS the Act requires apportionment agreements for programs and services that may be provided with participating municipalities where financing (ie. levy apportionment) is required.

AND WHEREAS the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an apportionment agreement for the delivery of Category 2 programs or services.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE, HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk of the Municipality of Arran-Elderslie are hereby authorized to sign an Agreement between The Corporation of the Municipality of Arran-Elderslie and the Saugeen Valley Conservation Authority for the delivery of Category 2 programs or services.
2. THAT this agreement shall commence on January 1, 2025 and shall continue for five years to and including December 31, 2029.
3. THAT the agreement attached hereto as Schedule "A" is hereby declared to form part of this by-law; and
4. THAT this by-law shall come into force and effect on the date of its final passing.

Read a first and second time this 24th day of November, 2025.

Read a third time and finally passed this 24th day of November, 2025.



Mayor – Steven Hammell



Clerk – Christine Fraser-McDonald