

Category 2 Programs and Services Agreement

(hereafter, "Agreement")

THIS AGREEMENT is made on the 13 day of December, 2023 (the "Effective Date").

BETWEEN:

TOWN OF HANOVER

(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.

SAUGEEN VALLEY CONSERVATION AUTHORITY

Per: 

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: 

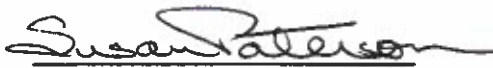
Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

TOWN OF HANOVER

Per:



Name: Sue Paterson

Title: Mayor

Per:



Name: Vicki McDonald

Title: Clerk

I/we have the Authority to bind the Corporation.

Schedule 'A' – Hanover Dam, Town of Hanover

Site Summary and Location Map

Site Location and Access:

The Hanover Dam is located within the limits of the Town of Hanover, Ontario, just upstream of Grey Road 10 (7th Avenue) on the Saugeen River. The dam can be accessed via the public road system.

The south side of the dam can be accessed from the parking area of Karl Wilken Park which is located on the east side of 7th Avenue (Grey Road 10), south of the river crossing. The dam can be accessed on foot along a trail from the parking area.

The north side of the dam can be accessed via Hoffy's Road off 7th Avenue (Grey Road 10) just north of the river crossing. There are signs that say private property; however, there is some municipal infrastructure (sewers, fire hydrant) along the road. There is a gravel parking area at the north end of the dam and the dam can be accessed on foot from this location.

Municipality: Town of Hanover

Roll No.: 422903000212800 and 422904000337000

Legal Description: CON 1 NDR W PT LOT 1 W PT; LOT 2 and PLAN 55 PT LOT 30 PT LOT 32

Description:

The Hanover Dam was originally constructed in 1854 as a source of water for milling, hydroelectric power, and to power pumps for the Hanover water supply system. After years of deterioration, it was decided in 1989 that the Hanover Dam would be reconstructed. The emergency spillway, auxiliary spillway and main spillway were all reconstructed as part of the 1989 improvements. An impervious liner was also installed from the millrace control structure to the north wingwall of the emergency spillway. It is believed that the core of the dam structure is composed of rock filled timber cribs with concrete poured around them.

2022 External Engineering Inspection:

Public Safety Summary

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

- There are some no trespassing signs and no fishing with 23 m signs present.
- There is chain link fencing installed on top of the right abutment.

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

- There is no public safety boom present.
- Many of the hazardous areas are open to public access and the public was observed walking across the dam during the inspection.
- Signage not in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011).

Operator Safety Summary

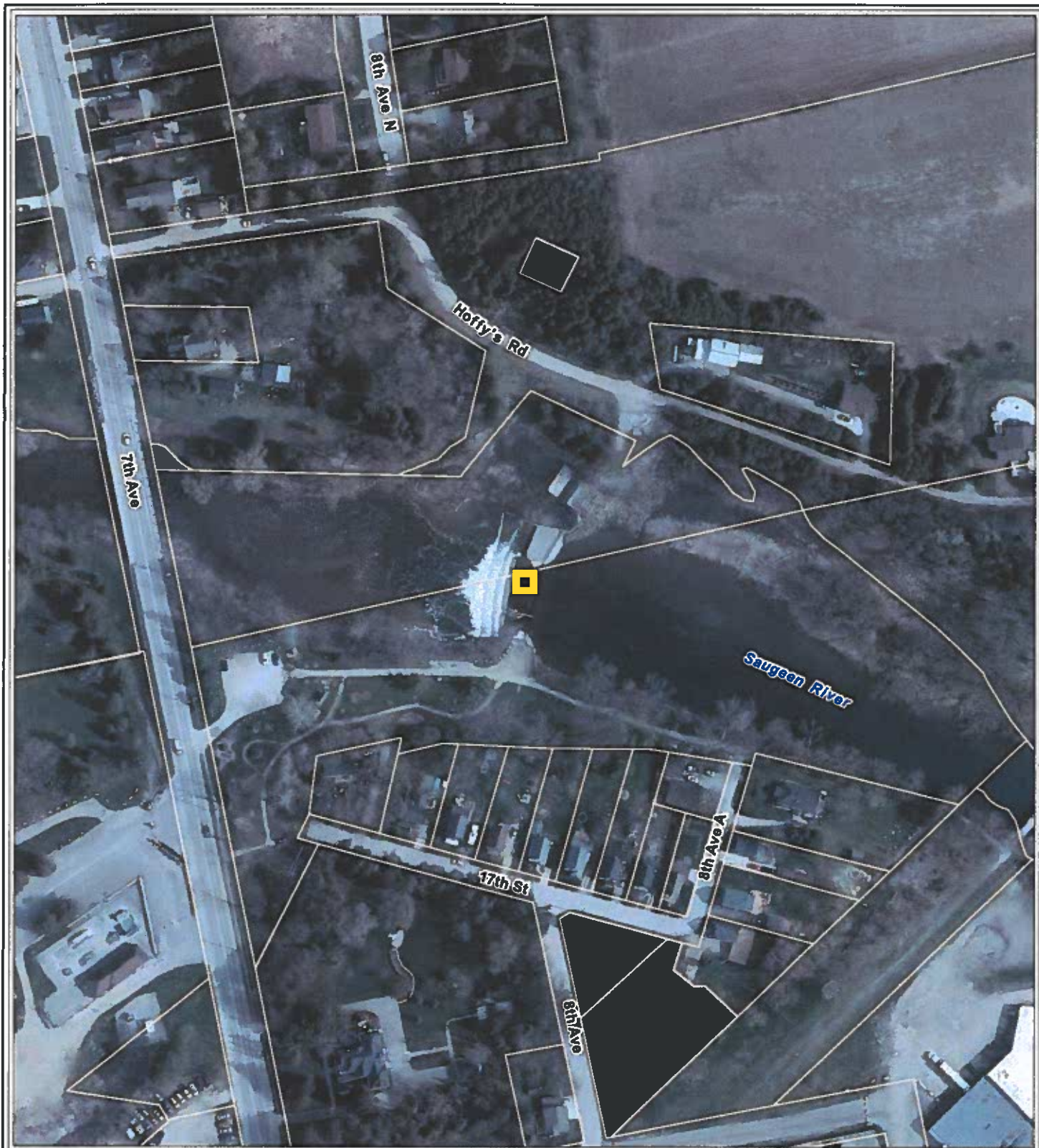
The dam has been converted to an overflow weir and does not require operation.

Condition Summary

In general, the dam was observed to be in good condition with various sections of cracking and spalling on the emergency spillway. The right upstream wingwall has severe spalling, cracking, and honeycombing, the rest of the wingwalls are in good condition. Below the lowest tier, on the right side of the dam, the face of the timber is visible, and it appears to be showing signs of significant rot.

Recommendations

The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Hanover Dam.



Town of Hanover

Hanover Dam

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.

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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 ©2023.



UTM Zone 17N, NAD 83

0 50 m



1:2000

Legend

-  Dam
-  Parcel Fabric



Schedule 'B' – Hanover Dam, Town of Hanover

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
- Minor concrete repairs, as needed
- Debris removal impeding flow of water over dam
- Vegetation control
- Tree removals, pending development of a tree removal remediation plan
- Repairs to existing chain link fence on the south side of the structure; no new fencing to be installed
- Associated permitting (SVCA and/or other environmental agencies) associated with the above noted maintenance activities (ie. LRIA approval in support of tree remediation)
- End of year summary of maintenance and inspection activities

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
- Consultation with a qualified engineer for the development of a tree removal remediation plan
- Coordination of annual inspection by a qualified external engineer

Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Hanover Dam. SVCA staff request notification should the Town of Hanover 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:

- Complete a dam safety assessment/review, in accordance with the Lakes and Rivers Improvement Act
- Complete a public safety risk assessment and prepare a public safety plan
- Implement public safety measures based on public safety plan (i.e., railings, fencing, safety boom/buoys)

Schedule 'C' – Hanover Dam, Town of Hanover

Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$4,000.00
Concrete repairs	Minor repairs	As needed, over 5 years	\$8,000.00
Debris removal	As needed	Over 5 year term	\$5,000.00
Fencing repairs	As needed	Over 5 year term	n/a
Maintenance summary	Internal	Annual	\$5,000.00
Inspections	Internal, with reporting	Quarterly	\$15,000.00
Engineer inspection	External	Annual	\$15,000.00
Geotechnical plan	Remediation for tree removal	Once	\$3,000.00
Tree removal	Pending plan	Once	\$14,000.00
Permitting	Pending plan	Once	\$500.00
Vegetation control	Pending plan	Over 5 year term	\$16,000.00
5 YEAR TOTAL			\$85,500.00

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 Town of Hanover 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.

Table 2 – Dam Inspection Recommendations

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
Dam Safety Management				
1. Complete a Dam Safety Assessment/Review for the Hanover Dam prior to, or as part of, any major decisions regarding the management and maintenance of the dam. The Dam Safety Assessment/Review should be completed in accordance with the Lakes and Rivers Improvement Act Technical Bulletin's and Best Management Practices (MNR, 2011).	There is no dam safety information available for the Hanover Dam. The SVCA may benefit from having updated Dam Safety information available when making decisions related to the future management and maintenance of the Hanover Dam.	Medium	\$75,000	The estimated cost assumes that the SVCA would retain the services of a qualified consulting engineering firm to complete a full Dam Safety Review. The SVCA may want to consider completing Hazard Potential Classification studies for all of their dams before full Dam Safety Reviews so that the full Dam Safety Reviews can be prioritized for the High hazard structures. The cost of completing the Hazard Potential Classification study would be approximately \$30,000 for this structure. The scope of work would include a hydrology study, the development of a hydraulic model, a dam breach assessment and an incremental loss assessment. The price per structure could be reduced if several Hazard Potential Classification studies are completed by the same consultant at the same time.
2. 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 engineering inspections by a professional consulting engineer. There were records of past routine inspections, including inspection reports from 2011, 2012 and 2013; however, the only other records were photos taken in 2014 and 2020. 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).	High	\$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 dam 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.
3. Continue to monitor the condition of the timber crib foundation and concrete and undertake repairs as required.	It appears as though the dam is constructed on a timber crib foundation and the timber is showing some signs of rot and decay.	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
<p>4. Consider dam decommissioning as an option prior to undertaking any future major dam rehabilitation/modification works.</p>	<p>The cost of undertaking future major dam rehabilitation/modification works or a dam replacement may significantly outweigh the benefits provided by the structure.</p>	<p>Low</p>	<p>\$0</p>	<p>It is assumed that this would be completed by SVCA staff as part of their regular duties. A Class Environmental Assessment (Conservation Ontario) study may be the best way to consider all of the available options. A Class Environmental Assessment study could cost up to \$100,000.</p>
<p>5. Monitor the large woody vegetation on the earth embankment and consider removing damaged or dead trees. Do not allow additional trees to be planted within 5 m of the toe of the embankment or on the embankment itself. Where trees are removed, remediate the root systems to reduce the risk of piping and establish stable ground cover vegetation (i.e. grass).</p>	<p>There is significant tree growth, steep slopes, and bare soils on the downstream side of the left earth embankment. There is the potential that this could lead to slope failure and piping through the embankment.</p>	<p>Ongoing</p>	<p>\$0</p>	<p>It is assumed that this would be completed by SVCA staff as part of their regular duties.</p>
Public Safety				
<p>6. Complete a Public Safety Risk Assessment and prepare a Public Safety Plan for the Hanover Dam and implement appropriate public safety measures (i.e. railings, fencing, signage, public safety boom/buoys). This work should be completed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011) and the Guidelines for Public Safety Around Dams (CDA, 2011).</p>	<p>There is no Public Safety Risk Assessment or Public Safety Plan for the Hanover Dam and it is evident that there is a significant public presence at the site.</p>	<p>High</p>	<p>\$15,000</p>	<p>The cost estimate assumes that the SVCA would retain the services of a qualified consulting engineering firm to complete this work; however, this could be completed by SVCA staff if they have the appropriate knowledge and experience. The appropriate public safety measures and their costs would be identified as part of the Public Safety Risk Assessment.</p>

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.

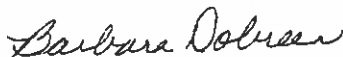
CARRIED.

SAUGEEN VALLEY CONSERVATION AUTHORITY



Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)



Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors



**Resolution Page
Committee of the Whole**

Resolution Number 169-23

Title: Report PW-22-23 - Hanover Dam Inspection and Maintenance Agreement with Saugeen Valley Conservation Authority

Date: Monday, November 6, 2023

Moved by COUNCILLOR HUDSON
Seconded by COUNCILLOR FLEET

That Report PW-22-23 – Hanover Dam Inspection and Maintenance Agreement with Saugeen Valley Conservation Authority be received and;

That Council authorize the Mayor and CAO to enter into a Category 2 Programs and Services Agreement with Saugeen Valley Conservation Authority for the period January 1, 2024 to December 31, 2028.

CARRIED

A handwritten signature in black ink that reads 'Susan Paterson'.

Mayor Sue Paterson