

The Corporation of the
MUNICIPALITY OF TWEED

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April 4, 2023

Dear Property Owner,

The Municipality of Tweed was successful with their application to the Ministry of Natural Resources and Forestry (MNR) for funding to support recovery efforts from last summer's EF2 Tornado. The MNR awarded us \$1,203,801.74 of the \$2,705,280 requested for cleanup of the river and forest areas with some funds directed to reforestation. Our original application requested:

- \$400,000 – Pulling debris from rivers
- \$750,000 – Clearing 30-metre radius around structures (primarily dwellings)
- \$50,000 – Clearing roadside ditches
- \$305,280 – Removal of piled wood from 20-metre radius clearing and salvaged wood from water systems
- \$300,000 – Equitable reimbursement packages for flood risk mitigation work by property owners (past expenses)
- \$300,000 – Equitable reimbursement packages for fire risk mitigation work by property owners (past expenses)
- \$300,000 – Funding packages for residents to reforest lands
- \$300,000 – Purchase of trees and replanting costs for shorelines (preventing erosion)

The Emergency Management Group has worked to prioritize how the \$1.2 million of Provincial funding will be allocated with a primary focus on public safety.

Clearing fallen trees from non-crown land has been identified as a leading priority by the group. To ensure funding support is being allocated to maximize public safety we will provide 30-meter buffer zones around structures (primarily dwellings).

The 30-meter radius is based on the Ontario Fire Smart Program, and you can learn more about this program on April 17th at 7 PM at Actinolite Hall, 20 Bridgewater Road. This is a free session with a representative from the MNR providing the workshop.

If you have fallen trees within 30 meters of structures on your property, please complete the attached contract and submit it to the Municipality. This is the only way to ensure your property will have trees removed under this Provincially funded program. The Municipality will not be able to clear trees on properties where we have not been provided permission to enter. Work will be scheduled when weather permits since the

spring thaw and rains could potentially lead to damaged landscapes due to heavy equipment.

This program is not to clear large, forested areas or yards outside of the 30-meter buffer area. This program has been established to ensure public safety by clearing fallen trees around structures. Funds are limited, and while we recognize there is mass devastation beyond the 30-meter buffer areas, we must use this funding to reduce the greatest risks to residents and their homes.

Due to the inability to address the larger forested areas, the Municipality has negotiated an enhanced contract with the MNRF for aerial forest fire coverage. The expanded contract now covers more than 20,000 hectares of private lands in the affected area including a buffer zone along and south of Highway 7. This is a 5-year contract covering the forest fire seasons from April to November each year and will cost the Municipality \$6,500 annually. The coverage will provide aerial fire suppression planes (i.e. water bombers) as well as airlifted firefighters into the middle of the fire area for precision fire fighting. The Tweed Fire Department will continue to cover areas 100 feet from the centre line of the road.

Rivers will be cleared from fallen trees to minimize potential flooding and infrastructure risks, but we need your support. If your property has river access, we ask you to consider signing the attached form to allow us access to the riverbeds to remove trees. Once again this work will be scheduled based on weather to minimize damage to lands in these environmentally sensitive areas.

Reforestation has also been identified as a priority, especially along riverbanks most severely affected by roots reducing erosion. Properties along the riverbanks that have granted the Municipality permission, and where large root systems were dislodged within the 15-metre natural vegetative buffer zones as defined in our Comprehensive Zoning By-Law 2012-30, will be offered free trees, shrubs, and other appropriate plants and planting services. This will help reduce erosion along the shorelines.

Roadside ditch clearing will also be explored in areas that still require cleanup. The Manager of Public Works has identified approximately 19 km of roads for review of the ditches, and the Municipality will focus on the worst hit areas first.

Per the funding agreement, a minimum of \$30,000 will be dedicated to reforestation and the remaining funds will be allocated towards the river, property and roadside cleanup costs.

On our website www.tweed.ca, we have launched a Tornado page that highlights what steps have been taken to date, what we are doing now, and what we are planning to do in the near future.

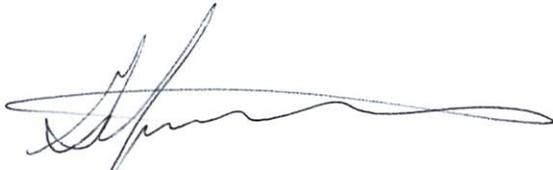
We are requesting response and submission of the Property Access Waiver and Release forms by end of business day April 28, 2023. Those who have not responded

by that date will be deemed to have not granted permission for access on the property and the funds will be reallocated. Submission can be done by e-mail to tornado@tweed.ca, in person at the Municipal office (at desk or in the drop box beside front door), or by mail.

If you have any questions or concerns, please reach out to the Municipal Office and speak with our Community Emergency Management Coordinator (CEMC), Kate Lessard.

Sincerely,


Mayor Don DeGenova


CAO/Treasurer Gloria Raybone, CPA, CA, Dipl.M.A.


CEMC Kate Lessard

Mailing Address for Returned Forms:

Kate Lessard, CEMC
Municipality of Tweed
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Property Access Waiver and Release

I, _____ (*legal name*), hereby authorize the Corporation of the Municipality of Tweed ("Municipality") and any contractors hired by the Municipality to enter my property located at _____ (*legal description or 911 address*) for any or all the following reasons (*please check all that apply*):

- Access to river for clearing debris
- Access to property to clear debris pulled from river
- Access to property to clear debris within 30-metre radius of structures

By signing below, I acknowledge that the debris listed above is generally related to the EF2 tornado that affected the property, but during the process other debris may be removed and I waive any claim or rights associated with the materials that are removed by the Municipality pursuant to this agreement. I further acknowledge and agree that the Municipality and its contractors shall not be responsible for restoration of my property due to any landscaping damage done during the removal of the debris from the river and/or property under this agreement.

I also am hereby indemnifying the Municipality, its contractors and its respective agents or affiliates, directors, employees, managers, members and officers from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other expenses of investigating any claims and defending against or prosecuting any action) to which they or any of them may become subject to, or which arise from any actions taken or not taken by the Municipality pursuant to this agreement.

I am aware that only contractors that have provided adequate insurance coverage will be retained by the Municipality for the above stated work. The Municipality shall not be responsible for any volunteers or property owners who complete any of the above work consecutively or concurrently with the Municipal contractors.

I am aware that the Municipality is the **only** authority to direct work of the contractors.

For the salvaged wood, I am agreeing for the Municipality to (*please choose only 1*):

- Leave for me to use at my own desire, whether for firewood or other projects, outside of the 30-metre radius from structures; or
- Chip on site and remove wood chips; or
- Municipality to haul wood away.

I understand that by signing this property access waiver and release, I am entering a legally binding agreement under the laws of the Province of Ontario.

Signature

Date

Mailing address

Phone Contact