



THE DISTRICT OF NORTH VANCOUVER

Tree Protection Bylaw Bylaw 7671

Effective Date – July 23, 2012

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amending bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaw on this subject.

Original Bylaw	Date of Adoption
Bylaw 7671	July 23, 2012
Amending Bylaws	Date of Adoption
Bylaw 7960	December 12, 2012
Bylaw 8271	December 11, 2017
Bylaw 8559	May 30, 2022
Bylaw 8583	July 18, 2022

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (Tree Protection Bylaw – Bylaw 7671). The number of any amending bylaw that has been repealed is not referred to in this consolidation.

The Corporation of the District of North Vancouver

Bylaw 7671

The Council for The Corporation of the District of North Vancouver enacts as follows:

A bylaw to protect, preserve and conserve trees and their physical, societal, economic and environmental characteristics as associated with the forested character of the District of North Vancouver.

WHEREAS the Council for the Corporation of the District of North Vancouver wishes to protect and preserve certain trees within the *District*, including those trees defined in this bylaw as “protected trees” and “large-diameter trees” and to implement a permit system in connection with such trees,

The Council for The Corporation of the District of North Vancouver enacts as follows:

PART 1 INTRODUCTION

Citation

1. This Bylaw may be cited as “Tree Protection Bylaw 7671, 2012”. (8583)

Administration

2. The *Environmental Protection Officer* and others designated by the General Manager, Planning, Properties & Permits are authorized to administer this bylaw. (8583)

Application

3. This bylaw does not apply to *tree cutting*, pruning or *removal* by or on behalf of the *District* on park, highway or other land owned or held by the *District* or *works* for the purpose of installing, repairing or maintaining public works infrastructure, services or utilities. (8583)

Definitions

4. In this Bylaw:

ancillary structures means man-made structures, including but limited to sheds, platforms, decks, stairs, steps, retaining walls, driveways, paths, sidewalks, fences, play houses, tree houses, gazebos, hot tubs and swimming pools, but excludes *permanent structures*.

certified arborist means an arborist who is certified by and in good standing with the International Society of Arboriculture.

canopy means the extent of the outer layers of leaves or needles of an individual or group of *trees*.

20% canopy cover means the area of *canopy* within a subject property boundary such that the area of *canopy*, when viewed from above in plan view, is equal to 20% of the subject

property area as determined by the *Environmental Protection Officer, Community Forester* or the *Manager*. When calculating the size of the *canopy*, only that portion of the *tree canopy* that is located on the subject property is counted towards *canopy cover*; any portion of the *tree canopy* that extends over neighbouring private or public land is not included in the calculation of the *canopy cover*.

certified tree risk assessor means a *certified arborist* or other qualified professional(s) who holds the "Tree Risk Assessment Qualification" ("TRAQ") under the authority of the International Society of Arboriculture.

Building Inspector means the person appointed to that position by the *District* and an authorized designate.

Bylaw Enforcement Officer means the person appointed to that position by the *District* whose duties include the enforcement of bylaws.

Community Forester means the person appointed to that position by the *District* and an authorized designate.

covenant tree means a *tree* that must be permanently protected pursuant to a covenant registered against title to the property in the Land Title Office

crown means the entire system of branches, leaves and reproductive structures of a *tree* extending away from the trunk or main stem(s).

cut means to limb, trim, top or prune any parts of a *tree*, including the *root zone*, or to remove, by any mechanical means, any branch, foliage, root, stem, or other part of a *tree*, and "cutting" shall have the corresponding meaning.

damage means to take any action that may cause a *tree* to die or decline or cause it to become *hazardous*, including but not limited to root severance, girdling, ringing, poisoning, burning, excessive *crown* lifting or reduction, topping, soil compaction, *depositing* or removing soil, *depositing* toxins on any part of a *tree* or into groundwater taken up by a *tree*, placing concrete or any other hard surface within the *root zone* of a *tree*, blasting within 5 metres of the *root zone*, excessive pruning of the *crown*, branches, limbs and or roots, and pruning in a manner not in accordance with current arboricultural best practices or the "American National Standards Institute Publication A300" and the companion publication "Best Management Practices – Tree Pruning", as revised, updated or replaced from time to time.

DBH means diameter of the stem of a *tree* at breast height, except where the *tree* has multiple stems at such a point, in which case the DBH of such *tree* shall be the sum of 100% of the diameter of the largest stem and 60% of the diameter of each additional stem to a maximum of 6 stems, all measured at breast height, and breast height for the purposes of such measurements shall be deemed to be 1.3 metres above the natural grade on the uphill side of the *tree*.

deposit means place, move, discharge, spray, spill, leak, seep, pour, emit, store, stockpile, or release directly or indirectly into or onto the land, air, soil and groundwater such that damage to a *tree* results and *depositing* has a corresponding meaning.

development means any of the following:

- a. Construction of, addition to or alteration of a building or other structure, including without limitation:
 - i. new building construction;
 - ii. building additions and alterations, including alterations to exterior materials;
 - iii. construction of, addition to or alteration of accessory buildings and structures, including pools, hot, sheds and other structures; or
 - iv. construction of, addition to or alteration of retaining walls; and
- b. Alteration of land, including, without limitation:
 - i. site clearing or removal of vegetation;
 - ii. landscaping, including planting and clearing;
 - iii. site grading;
 - iv. tree cutting;
 - v. placement of fill, or disturbances of soils, rocks or other native materials;
 - vi. creation of impervious and semi-impervious surfaces (such as patios and driveways);
 - vii. installation, construction or alteration of flood protection or erosion protection works;
 - viii. installation, construction or alteration roads, trails, docks, wharves or bridges; or
 - ix. drainage, hydro, water, sewer or other utilities or utility corridors, including underground sprinkler or irrigation systems.

DP Permit means a permit for *development* in an area designated as a development permit area by the *District's* Official Community Plan Bylaw 7900, as amended or replaced.

District means the Corporation of the District of North Vancouver or the geographic area within the municipal boundaries of the *District*, as the context requires.

District Council means the elected municipal council of the *District*.

District Tree Contractor means a person or company that is on the current list of contractors that meet the requirements to conduct *tree* work on *District* property.

Environmental Control Technician means the person appointed to that position by the *District* and an authorized designate.

Environmental Protection Officer means the person appointed to that position by the *District* and an authorized designate.

Fees and Charges Bylaw means the *District's* Fees and Charges Bylaw, Bylaw 6481, as amended or replaced from time to time.

Field Arborist means the person appointed to that position by the *District* and an authorized designate.

Forester means a Registered Professional Forester who is registered with the Association of BC Forest Professionals.

hazardous as pertaining to a tree or tree(s) means assessed to be in a condition of “high or extreme risk” to people or property as reported by a *certified tree risk assessor* in accordance with an industry-recognized standard acceptable to the *District*.

heritage tree means a designated *tree* that has been determined to be of significant value to the community because of special characteristics such as size, age, uniqueness of species, uniqueness of ecosystem, or heritage or landmark value.

in-stream work means any *work* that is capable of altering or controlling the flow of water in a stream, or damaging, weakening or reducing the ability of the bank, bed or channel of a *stream* to carry storm or flood waters, or interfering with or eliminating vegetation from the riparian area, and includes, without limitation, a wall, crib, weir, dam, rip-rap and other forms of erosion protection.

large-diameter tree means any *tree* having a *DBH* of 75 centimetres (cm) or more that is not also a *protected tree*. All stem measurements are to be rounded up to the next nearest cm (example: 74.3cm → 75cm).

Manager means the *District's* General Manager, Planning, Properties & Permits, the Section Manager of Environmental Sustainability (Operations) or the Manager of Parks, and the designates of each.

Municipal Clerk means the person appointed to that position by the *District* and an authorized designate.

natural boundary means the visible high water mark of the ocean where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark the soil of the bed of the body of water with a character distinct from that of its banks in vegetation or in the nature of the soil itself.

old growth tree means any *tree(s)* or forest ecosystem that is 250 years old or older.

permanent structure means any long lasting foundation, building or structure placed or erected on a secure pad or footing that was lawfully constructed, placed or erected in accordance with any *District* bylaw or approval condition in effect at the time of construction, placement or erection.

potential streamside vegetation is considered to exist if there is a reasonable ability for regeneration or growth of *vegetation* either with assistance through enhancement or naturally, but an area covered by a *permanent structure* or *ancillary structure* is considered incapable of supporting *potential streamside vegetation*.

protected area means an area adjacent to a *stream* that links aquatic to terrestrial ecosystems and includes both existing streamside *vegetation* and *potential streamside*

vegetation, and both existing and potential upland *vegetation* that exerts an influence on the *stream*. The width of the *protected area* is measured from the centreline of the *stream* to a point 15 metres distant from the *top of bank* of the *stream*, measured horizontally from the *top of bank* of the *stream* except:

- i. in a *ravine* that is greater than 60 metres in width, it is measured from the centreline of the *stream* to a point 10 metres distant from the *top of bank* of the *ravine*, measured horizontally from the *top of bank* of the *ravine*; and
- ii. on a parcel that is greater than 0.5 hectares in size and located on or adjacent to the Capilano River, Lynn Creek or Seymour River or located on or adjacent to Mackay Creek at any point south of Marine Drive, it is measured from the centreline of the *stream* to a point 30 metres distant from the *top of bank* of the *stream* measured horizontally from the *top of bank* of the *stream*.

protected tree means:

- a. any *tree* which is located on or which straddles land owned or in the possession or control of the *District*, including, without limitation, any *tree* located in a park or on a road, boulevard or lane allowance;
- b. any *tree* located within a *protected area*;
- c. any *tree* located on a *steep slope*;
- d. any *replacement tree*;
- e. any *covenant tree*;
- f. any *heritage tree*;
- g. any *wildlife tree*;
- h. any *old growth tree*;
- i. any *tree* located on *wetland* or *waterfront*;
- j. any *tree* within the following *District* Development Permit Areas established in the *District's* Official Community Plan: Protection of the Natural Environment; Streamside Protection; and Slope Hazard.
- k. any *tree* of the following species:
 - i. *Arbutus (Arbutus menziesii)*;
 - ii. *Garry Oak (Quercus garryana)*;
 - iii. *Oregon Ash (Fraxinus spp)*;
 - iv. *Pacific Yew (Taxus brevifolia)*;
 - v. *Western White Pine (Pinus monticola)*; or
 - vi. *Yellow-cedar (Chamaecyparis nootkatensis)*.

ravine means a narrow, steep-sided valley that is commonly eroded by running water and has a slope grade greater than 3:1.

remove means to entirely sever the main stem(s), fell or uproot a *tree* or cause *damage* that, in the opinion of the *Manager*, will result in severe decline and/or death of a *tree* or cause a *tree* to become *hazardous*. "Removed", "removal" and "removing" shall have corresponding meanings.

replacement tree means a *tree* required in accordance with this bylaw to be planted, either on the subject site or at another location, to replace a *tree* that has been *cut*, *removed* or *damaged* or a *tree* planted as a condition of subdivision or other municipal approval.

retained tree means a *tree* that is affected by *development* on a lot and identified in a *tree permit*, building permit or other District approval as not to be cut and required to be protected as prescribed in this bylaw. For clarity, *retained trees* may be located on the lot that is the subject of the *development* or on an adjacent lot and can also be a shared hedge.

root zone means the spatial extent of the entire root system of a *tree(s)* that has developed to maintain normal health and stability. A formula of 10x *DBH* is to be used for this baseline calculation and modified depending on site limitations and species profile, as determined by a *certified arborist*.

security deposit means the security provided pursuant to section 26 of this bylaw.

shared tree means a *tree* with more than 25% of the trunk diameter located on adjacent *District* land.

steep slope means land with a slope angle greater than 20 degrees (36%) measured over a vertical distance of 3 metres or more.

straddles means where the base of the main stem(s) of a *tree* above the root flare straddles the property line;

stream includes:

- a. A pond, lake, river creek or brook, whether it usually contains water or not; and
- b. A ditch, spring or wetland that is connected by surface flow to something referred to in paragraph (a).

top means to entirely sever the stem of a *tree* such that the upper stem and branches of the *tree* are completely removed, resulting in an abruptly truncated stem, and *topping* and *topped* shall have corresponding meanings.

top of bank means the first significant break in a slope where the break occurs such that the grade beyond the break is flatter than 3:1 for a minimum distance of 15 metres measured horizontally from the break, and the break does not include a bench within a *ravine* that could be developed.

tree means a long-lived woody perennial plant having one or more stems, with the capacity to grow to a considerable height and bearing lateral branches at some distance from the ground with at least one stem having a diameter of 5 centimetres or more measured at *DBH* or having a height of 2 metres or taller as measured from the natural grade on the uphill side of the tree.

tree permit means a permit issued pursuant to this bylaw authorizing the pruning, *cutting* or *removal* of one or more *protected trees* or *large-diameter trees*.

tree protection barrier means a sturdy temporary or permanent fence or barrier that meets the current *District* standards for *tree* protection as specified by the *Manager*.

vegetation means, collectively, native and/or naturalized plant life occupying terrestrial or aquatic habitat.

waterfront means the land lying between a line measured horizontally 30 metres inland from the *natural boundary*.

wetland means land that is inundated or saturated by surface or groundwater with such frequency and for such duration as is sufficient to support, and under normal conditions does support, obligate hydrophytes or other *vegetation* typically adapted for life in saturated soil conditions and includes, without limitation, swamps, marshes, bogs and similar sites and all land above and within 30 metres measured horizontally from the boundaries of such sites. Without limiting the generality of the foregoing, *wetland* includes those areas designated and delineated on the following attachments to the Environmental Protection and Preservation Bylaw 6515, as amended or replaced: A.2 - Mackay Creek Marsh, A.3 - Hogan's Pools and A.4 - Park Street Marsh.

wildlife tree means any standing dead or live *tree* having special characteristics that provide valuable habitat for the conservation or enhancement of wildlife, as determined and classified in accordance with criteria contained in the "Wildlife/Danger Tree Assessor's Course Workbook – Parks and Recreation Sites" or such amended, successor or replacement criteria or guidelines that may from time to time be commonly applied by *certified tree risk assessors* in identifying *wildlife trees*.

work means any activities or site disturbance connected with landscaping, the *cutting* or *removal* of a *tree*, the *cutting* or *removal* of *vegetation*, the removal of soil, the *deposit* of soil or other material, the construction of *permanent structures* or *ancillary structures*, *in-stream work* and the installation of drainage works, but does not include the regular maintenance of planted gardens and/or lawns.

Zoning Bylaw means the *District's* Zoning Bylaw 3210, 1965, as amended from time to time.

5. Number 5 was skipped in numbering. (8583)
- (8583)

PART 2 PROHIBITIONS

Failure to Comply with Tree Permit

6. No person shall fail to comply with the terms and conditions of a *tree permit* issued pursuant to this Bylaw.

Cutting, Damaging and Removal Prohibited

7. A person must not *cut*, *damage* or *remove*, or permit or cause to be *cut*, *damaged* or *removed*, a *protected tree* or *large-diameter tree*:

- a) without a *tree permit* issued pursuant to Part 5 of this Bylaw; or
- b) contrary to a *tree permit* issued pursuant to Part 5 of this Bylaw.

Notwithstanding this section 7, if a *tree* is a *protected tree* only because it is owned by the *District*, then if the branches of such *tree* encroach upon a person's land, that person may prune such *tree* back to his or her property line without a permit, provided that such pruning does not result in *damage* to a *protected tree*.

(8583)

PART 3 TREE PROTECTION DURING DEVELOPMENT

Application

- 8. This part applies to all *trees* affected by any *development* of the land on which they are located or on land adjacent thereto.

Tree Protection Zone

- 9. No *work* is permitted within the *tree* protection zone prescribed in section 9A(a) except *work* that is specifically authorized by a *tree permit* and only in accordance with the plans and methods approved in such *tree permit*.
- 9A. A person performing *work* on lands containing one or more retained *trees* or on lands adjacent to such lands must:
 - a) establish a tree protection zone by installing a *tree protection barrier* around any *retained tree* or group of *retained trees* at the outside boundary of the *root zone* of the *tree* or outermost *tree*;
 - b) ensure that such *tree protection barrier* is constructed to meet or exceed current *District* standards, or is constructed of materials otherwise satisfactory to the *Environmental Protection Officer*;
 - c) display signage satisfactory to the *Environmental Protection Officer* indicating that the area within the *tree protection barrier* is a "Tree Protection Zone";
 - d) arrange for inspection of the *tree protection barrier* by the *Environmental Protection Officer* before any *work* commences and refrain from commencing *work* until the *Environmental Protection Officer* has approved the *tree protection barrier*; and
 - e) ensure that the *tree protection barrier* remains in place and is not altered, damaged or modified until written approval for its removal is received from the *Environmental Protection Officer*.

(8583)

PART 4 HERITAGE TREES

Currently Designated Heritage Trees

10. The *trees* identified in Schedule A are hereby designated as *heritage trees* for the purpose of this Bylaw.

Procedure to Nominate Additional Heritage Trees

11. A person may nominate a *tree* not identified in Schedule A as a *heritage tree* if such *tree* meets the *District's* criteria for a *heritage tree*, and the *District Council* shall determine, in its sole discretion, whether such *tree* shall be designated as a *heritage tree*.

PART 5 APPLICATION FOR TREE PERMIT

Tree Permit Application

12. An application for a *tree permit* in relation to a *protected tree* or *large diameter tree* must be submitted to the *District* in the form specified by the *Manager* and in accordance with the *District's* Master Document ENV 118 Tree Permit – DNV together with the following information:
- a) a report from a *certified arborist* and/or a *certified tree risk assessor*, if applicable, stating the purpose and rationale for the proposed tree work and such report must include the following:
 - i. a description of the proposed *work*;
 - ii. a site plan indicating the location of *tree* or *trees* to be *cut*, *removed* or protected;
 - iii. an inventory of all *protected trees* and *large-diameter trees* and a description of all topographic and hydrographic features, *ancillary structures*, *permanent structures*, roads and other pertinent features on or proposed on the subject property;
 - iv. a description of the *cutting* and/or *removal* methods to be used and the *tree* protection measures that will be used to protect any *retained trees*;
 - v. where *tree(s)* are on *steep slope*, a report signed by a registered professional engineer, geoscientist or *forester* that the proposed pruning or *removal* will not result in an increased risk or danger of flooding, erosion or slope instability;
 - vi. a report from a *certified tree risk assessor*, if the *tree* or part of the *tree* is to be declared *hazardous*;
 - vii. a proposed replanting plan specifying the location, species, size and class of *tree(s)* or *vegetation* to be planted after the *tree work* specified in the *permit* is complete;
 - viii. a copy of any applicable federal or provincial approval, if required;
 - ix. where required by the Environmental Protection Officer, a survey undertaken by a B.C. Registered Land Surveyor confirming the location of the subject tree(s); and

- x. any other information required by the *Manager* in relation to issuance of a *tree permit*, and
- b) consent from the owner of the *tree*, in writing;
- c) where the stem of the *tree straddles* one or more property lines, written consent from the owners of each property on which any part of the stem of the *tree* is located;
- d) where the *tree* is a *shared tree*, consent from the *District*;
- e) payment of the fee prescribed in the *Fees and Charges Bylaw*.

Tree Permit Conditions

13. In connection with the issuance of a *tree permit*, the *Environmental Protection Officer*, *Community Forester* or *Manager* are authorized to impose any conditions that the *Environmental Protection Officer*, *Community Forester* or *Manager* deems appropriate to protect other *trees*, *vegetation*, *soils*, *stream*, *waterfront*, *wetland*, habitat, or municipal works which conditions may include, but are not limited to:
 - a) that the *cutting* and/or *removal* of a *tree* or *trees* be carried out under the direct supervision of a *certified arborist*;
 - b) that a specific *tree* or *trees* be *cut* or *removed*;
 - c) that replacement trees and/or other vegetation be planted and specifying the required species, size, location and other characteristics of such replacement trees and/or vegetation and the length of time for which such replacement trees and/or vegetation must be maintained;
 - d) that a *certified arborist* be employed to supervise, monitor or report on any *work*;
 - e) that a report by a qualified professional be provided confirming that the *tree permit* and the *work* is consistent with provincial or federal laws;
 - f) that specific methods of *tree* protection or construction be used or provided; and
 - g) such other conditions as the *Environmental Protection Officer*, *Community Forester* or *Manager* deems appropriate in the circumstances.
14. A *permit* holder must comply with all of the terms and conditions of a *permit*.

Expiry of Tree Permit

15. A *tree permit* automatically expires one year after issuance.

Refusal to Issue Tree Permit

16. The *Environmental Protection Officer*, *Community Forester* or *Manager* may refuse to issue a tree permit if:
 - a) the tree or trees do not meet any of the criteria set forth in subsections 19(a) or (b) of this bylaw;

- b) the *tree* is a *shared tree*;
 - c) the subject *tree* is a *protected tree* and the proposed *work* would adversely affect the health and survival of the *tree*, materially alter the character or natural form of the *tree*, affect slope stability or affect the ecology of the area, is not required to maintain the health or stability of the *tree* or is contrary to a *permit* issued pursuant to this bylaw; or
 - d) the proposed *work* would involve *topping* the *tree* and such *tree* has not previously been *topped* in accordance with the valid *tree permit*.
17. Notwithstanding the requirements prescribed in section 12, where an application is submitted for a *tree permit* for minor *work* on a *tree* for the purpose of wind firming, improving the natural aesthetics or shape of a *tree*, access to natural light, reasonable view access or similar purpose and the *Environmental Protection Officer* is satisfied that the proposed minor *work* will not result in *damage* to a *tree* or trespass to property, a *tree permit* will not be unreasonably withheld and may be issued at the discretion of the *Environmental Protection Officer*.

Revocation of Tree Permit

18. The *Environment Protection Officer*, *Community Forester* or *Manager* may revoke a *tree permit* if the terms and conditions of the *tree permit* have been breached or the information supplied by the applicant in support of the *tree permit* is determined by the *Environmental Protection Officer*, *Community Forester* or *Manager* to have been inaccurate, incomplete, misleading or erroneous.

Hazardous Trees – Permit to Cut or Remove

19. Provided that the hazardous *tree* is not located on *District* land and is not a *protected tree*, the *Environmental Protection Officer*, *Community Forester* or *Manager* may issue a *tree permit* for the removal or cutting of a *hazardous tree* where satisfied that the *tree* is:
- a) *hazardous*, dead, damaged, diseased or in decline beyond expectation of recovery based on a report by a *certified tree risk assessor* or as otherwise demonstrated by the applicant; or
 - b) impairing, interfering or damaging the normal operation of sewers, drains, water lines, septic fields, electrical lines, *permanent structures*, poles or other similar equipment and appurtenances and that the impairment, interference or risk cannot be reduced or removed in any way other than the whole or partial removal of the *tree*.
20. The *Environmental Protection Officer*, *Community Forester* or *Manager* may determine which, if any, of the requirements prescribed in section 12 apply in order to obtain a *tree permit* for removal of the *tree*.

Large-Diameter Tree – Permit to Cut or Remove

21. Without limiting section 12 of this bylaw, the *Environmental Protection Officer*, *Community Forester* or *Manager* may issue to an owner or owner's authorized agent a *tree permit* for the *cutting* or *removal* of a *large-diameter tree* upon receiving an application in the form specified by the *Manager* together with the applicable fee specified in the *Fees and Charges Bylaw* on the following conditions:

- a) If the subject lot will have less than 20% canopy cover remaining after the removal of the relevant large-diameter tree or trees and any other trees slated for removal or cutting, then:
 - i. if the subject lot is less than 420 square meters in area, the applicant must plant one *replacement tree* for every *large-diameter tree removed or damaged*;
 - ii. if the subject lot is 420 square meters or more in area, the applicant must plant three *replacement trees* for every *large-diameter tree removed or damaged*;
- b) If one or more *replacement trees* are required under this section as a condition of *permit* issuance, the applicant may, instead of providing such *replacement tree(s)*, pay the additional environmental compensation fee specified in the *Fees and Charges Bylaw*, which environmental compensation fee may be used by the *District* for planting *trees* and upgrading, improving or maintaining forested areas anywhere in the *District*; or
- c) If the subject lot will have more than 20% canopy cover after the removal of the relevant *large-diameter tree(s)*, no *replacement trees* or additional environmental compensation fee is required.

Trees on District Land – Permit to Cut or Remove

22. Prior to the issuance of a *tree permit* for any work on or *straddling District* land, the applicant for a *tree permit* or authorized agent is required to engage a contractor from the *District Tree Contractor* list for the proposed *work*. After confirming the scope of the proposed *work* with the *Environmental Protection Officer, Community Forester or Manager* or other authorized person, the applicant or authorized agent will provide a written fee estimate for the proposed work including the cost of all clean up, restoration and replanting required in accordance with the estimate by the *District Tree Contractor*. The *District* reserves the right to refuse any application if the estimate provided is deemed unsatisfactory or insufficient in the opinion of the *Environmental Protection Officer, Community Forester or Manager* to complete the proposed *work*, including clean up, restoration and replanting.

Application for Reconsideration

23. A person dissatisfied with a decision to refuse a *permit* or include a condition in a *permit* may apply to *District Council* for reconsideration of the decision.
24. An application for reconsideration by *District Council* may be made in writing to *District Council* within 14 days of the decision, care of the *Municipal Clerk*, and shall include:
 - a) all information provided with the original *tree permit* application;
 - b) the *Order to Comply*, if applicable;
 - c) all related correspondence between the applicant and the *District*; and
 - d) the reasons for the application for reconsideration.

Retroactive Permit

25. Where a person commences any *work* or *development* for which a *tree permit* is required pursuant to this bylaw without holding a *tree permit*, the person may obtain a *tree permit* for such *work* if the *Environmental Protection Officer*, *Community Forester* or *Manager* is satisfied that such *work* has not unduly *damaged* or *removed the tree(s)* and the person has paid double the *tree permit* fee described in the *Fees and Charges Bylaw* and double the security required pursuant to section 26.

(8583)

PART 6 PERMIT FEES and SECURITIES

Security Deposit

26. The *Environmental Protection Officer*, *Community Forester* or *Manager* may require an applicant for a *tree permit* to provide a *security deposit* in the form of cash or an irrevocable letter of credit in a form satisfactory to the *District* in an amount equal to 125% of the estimated cost of the *work* to be performed under the *tree permit*, including the cost of obtaining and planting any *replacement tree(s)*, with such costs to be estimated by the *District* or based on the appraised value of the *tree(s)* according to tree valuation methods established by the International Society of Arboriculture, as amended from time to time, to a maximum of \$50,000, in order to ensure compliance with provisions of this bylaw and the terms and conditions of the *tree permit*. If the *work* under the *permit* is not completed before 1 month of the expiry date of the letter of credit, the *District* may call for and receive the funds secured by the letter of credit and retain the funds until the applicant delivers a replacement letter of credit to the *District* in the same form and amount.

Drawing on Security Deposit

27. If the holder of a *tree permit* has not complied with the terms and conditions of such *tree permit* or the provisions of this bylaw, the *District* may draw down the *security deposit* and use the funds in accordance with section 28 of this bylaw.

Use of Security Deposit

28. The *security deposit* may be used by the *District* to pay any fees owing under this bylaw by the *permit* holder and to cover all of the costs borne by the *District* for or related to:
- a) maintaining, restoring or replacing any public works or public lands which are destroyed, damaged or otherwise impaired in carrying out the *work* pursuant to the *tree permit* held by the *permit* holder;
 - b) making the site safer if the *permit* holder abandons or fails to complete the *work* authorized by the *tree permit*;
 - c) clearing any debris, material, dirt, chattels or equipment which have accumulated on any road, lane, sidewalk, boulevard or other *District* property as a result of *work* carried out in connection with any *tree permit* held by the *permit* holder;
 - d) backfilling the site and making the site level based on the grades indicated on the topographical survey submitted as part of the application for the *tree permit*;
 - e) installing erosion and sediment controls;

- f) installing sod, sowing seeds, or planting trees and/or vegetation;
 - g) making the site safe if the *tree permit* holder abandons or fails to complete the *work* authorized by the *tree permit*;
 - h) correcting any damage to the environment that results as a consequence of a contravention of any condition or requirement in a *DP permit*;
 - i) paying for a *certified arborist* pursuant to section 34(b);
 - j) covering the *District's* administrative costs, including but not limited to costs incurred investigating expired *tree permits*, renewing existing *tree permits*, re-inspection fees, legal costs or Land Title Office registration costs for noticed filed against title; and
 - k) serving as a *security deposit* to secure the performance of or compliance with any condition specified in the *tree permit*.
29. Any amount in excess of the *security deposit* required by the District to complete corrective work to public lands, public works, or the site is recoverable by the *District* from the *tree permit* holder.

Security under Construction Bylaw 8271, 2017

30. The *security deposit* taken pursuant to the Construction Bylaw 8271, 2017 constitutes security for the purpose of this bylaw and may be used in accordance with section 28 and the *security deposit* taken pursuant to section 26 of this bylaw may be used as security for the purpose of the Construction Bylaw 8271, 2017.
31. The *security deposit*, or the amount remaining after any deductions made by the *District* in accordance with section 28, will be returned, with interest, to the person or entity that paid the *security deposit* after:
- a) all required planting, repairs, replacement, restoration, clean-up and other *works* under a *tree permit*, pursuant to section 36 or otherwise required pursuant to this bylaw have been completed to the satisfaction of the *District*;
 - b) the District is satisfied that no further damage to public works or public lands will occur;
 - c) the inspection reviews required by this bylaw are complete and acceptable to the *District*;
 - d) the conditions or provisions of the *tree permit* are completed to the satisfaction of the *District*; and
 - e) all fees owing under this bylaw have been paid.

Forfeit of Security

32. If a *security deposit* is not collected by the payee within 2 years of the expiry date of the *tree permit* or 2 years from the date the last inspection was conducted by the *District*, the full amount remaining of the *security deposit* may be retained by the *District* and deposited to the environmental compensation fee account specified in the *Fees and Charges Bylaw*.

Fees

33. The applicant or *permit* holder must pay the applicable fees prescribed in the *Fees and Charges Bylaw* in connection with:
- a) *tree permits*; and
 - b) inspections and re-inspections that the *Environmental Protection Officer* or others are required or permitted to perform pursuant to this bylaw.
- (8583)**

PART 7 AUTHORITY

34. The *Environmental Protection Officer, Community Forester* or *Manager* are authorized to:
- a) issue, revoke, place conditions upon and refuse to issue tree permits in accordance with this bylaw;
 - b) retain the services of an independent *certified arborist* to review the report of another *certified arborist* that has submitted a report pursuant to this bylaw in connection with an application for a *tree permit* in order to verify or reassess any information contained in the original report and the *Environmental Protection Officer, Community Forester* or *Manager* may, in their sole discretion, rely on either report in determining whether to issue, revoke or place conditions on a *tree permit* or to carry out enforcement.
 - c) exempt an application for a *tree permit* from the requirements of Part 5 if satisfied that the information to be submitted has been otherwise provided to the *District*;
 - d) establish which of the terms and conditions set out in Part 5 necessarily apply to the issuance and use of a *tree permit* to achieve the purposes of that Part;
 - e) require a survey undertaken by a B.C. Registered Land Surveyor, at the applicant's cost, to be submitted as proof of ownership or shared ownership in the event that ownership of a *tree* is disputed before or after issuance of a *tree permit*;
 - f) issue a *tree permit* without owner or shared owner consent; and
 - g) serve on any person who has not complied with a *tree permit* or a provision of this Bylaw an Order to Comply.
- (8583)**

PART 8 ENFORCEMENT

Inspection

35. The *Environmental Protection Officer, Community Forester, Manager, Bylaw Enforcement Officer*, or any other person lawfully authorized to enforce this bylaw, may at any reasonable time or times enter upon any property for the purposes of inspection to determine compliance with the provisions of this bylaw or a *tree permit* issued pursuant to this bylaw.

Replacement Trees for Unlawful Works

36. Any person who *cuts a protected tree* without, or contrary to, a *tree permit* may be required to plant and maintain *replacement trees* and the *Environmental Protection Officer, Community Forester* or *Manager* may specify;
- a) the required number, species, size and other characteristics of such *replacement trees*;
 - b) the deadline by which such *replacement trees* must be planted;
 - c) the required period for which such *replacement trees* must be maintained; and
 - d) other terms and conditions for planting and maintaining the *replacement trees*.

Order to Comply

37. The *Environmental Protection Officer, Community Forester, Manager, Bylaw Enforcement Officer*, or any other person lawfully authorized to enforce this bylaw may serve an Order to Comply on any person who has violated the provisions of this bylaw or a tree permit requiring the person to remedy the non-compliance within 14 days or such other date as is deemed reasonable in the circumstances by the General manager, Planning, Properties & Permits or his or her delegate, and to pay all applicable fees prescribed in the *Fees and Charges Bylaw*.

Service of Order to Comply

38. An Order to Comply issued pursuant to section 37 of this Bylaw may be served by leaving the Order to Comply and a copy of any related inspection report the dwelling on the subject site, or by personal service on the holder of or applicant for the *tree permit* or on the owner of the subject site or by return registered mail to the address of the holder of or applicant for the *tree permit* as it appears on the application for such *tree permit*. An Order to Comply served by registered mail is deemed to have been delivered on the third day after mailing. An Order to Comply served personally or by leaving a copy at the site is deemed to have been delivered on the day on which it was personally served or left at the site.

Obstruction

39. A person must not interfere with, delay, obstruct or impede the *Environmental Protection Officer, Community Forester, Manager, Bylaw Enforcement Officer* or other person lawfully authorized to enforce this bylaw in the performance of duties under this bylaw.

Violations

40. a) A person who:
- i. contravenes a provision of this bylaw;
 - ii. causes, consents to, allows or permits an act or thing to be done contrary to this bylaw;
 - iii. neglects or refrains from doing anything required by a provision of this bylaw; or
 - iv. fails to comply with any order, direction or notice given under this bylaw,

commits an offence and is subject to the penalties imposed by this bylaw and the *Offence Act*.

- b) Each instance that a contravention of a provision of this bylaw occurs and each day that a contravention occurs or continues shall constitute a separate offence.
- c) For certainty, in the case of offences involving the *cutting* or *damaging* of more than one *tree*, an offence is committed in respect of each individual *tree* and the maximum penalties imposed under this bylaw apply to each such offence.
- d) A person found guilty of an offence under this bylaw is subject to a fine of not less than \$1,000.00 and not more than \$50,000.00 for every instance that an offence occurs or each day that it occurs or continues, plus the costs of prosecution.

Penalty for Removal of Large Diameter Tree

- 41. Notwithstanding section 40, a person who removes a *large diameter tree* without the required *tree permit*, is subject to a penalty, upon conviction, equal to the appraised value of the tree as determined by the *Community Forester* using an industry standard as acceptable to the *District* and not exceeding \$50,000.
- 42. A person who allows a *protected tree* to be *damaged* or become hazardous during *development* shall forfeit the *security deposit*.
- 43. If a person *cuts*, removes or *damages* or causes or allows a *tree* to be *cut*, removed or *damaged* other than as authorized by this bylaw or a *permit* issued under this bylaw, the *Manager* or *Environmental Protection Officer* may impose, in writing, a requirement that the person do one or both of the following, by a specified date:
 - a) Pay a fee equal to 250% of the Ecological Compensation Fee prescribed in the *Fees and Charges Bylaw* for every tree that has been cut, removed or damaged which the *District* may deduct from the *security deposit*, and
 - b) Plant *replacement trees* that would be required under this bylaw plus at least two additional *replacement trees*, with the type, caliper and location of the *replacement trees*, and any other requirements in respect of the replacement trees, to be determined either by the *Manager* or, at the *Manager's* discretion, by a *certified arborist* retained at the expense of the person who is subject to the requirement.
- 44. If a person fails to plant *trees* in accordance with a requirement imposed under section 43, the *District* may, by its employees or others, at least 7 days after giving a further written notice of the requirement imposed under section 43, enter on land and fulfil the requirement at the expense of the owner, and the *District* may deduct the costs from the *security deposit* or recover the costs as special fees, including in the same manner as property taxes, under Division 14 or Part 7 of the *Community Charter*.

Designation of Bylaw

- 45. This Bylaw is designated pursuant to section 264 of the *Community Charter* as a Bylaw that may be enforced by means of a ticket in the form prescribed.

Enforcement Authority

46. The *Environmental Protection officer, Community Forester, Manager, Environmental Control Technician, Field Arborist, Bylaw Enforcement Officers and Building Inspectors* are designated to enforce this bylaw by means of a ticket pursuant to sections 264 of the *Community Charter*.

Ticketing

47. The words or expressions listed below in the designated expression column are authorized to be used on a ticket issued under section 264 of the *Community Charter* to designate an offence against the respective section of this bylaw appearing opposite in the section column. The amounts appearing in the fine column are the fines set pursuant to section 264 of the *Community Charter* for contravention of the respective section of the bylaw appearing opposite in the section column:

Designated Expression	Section	Fine
Fail to comply with <i>tree permit</i>	6	\$500.00
Cut <i>protected tree</i> without <i>tree permit</i>	7a	\$1,000.00
Damage <i>protected tree</i> without <i>tree permit</i>	7a	\$500.00
Cut <i>protected tree</i> contrary to <i>tree permit</i>	7b	\$500.00
Conduct <i>work</i> in tree protection zone without <i>tree permit</i>	9	\$500.00
Fail to establish tree protection zone	9A a	\$300.00
Fail to meet tree protection zone requirements	9A b	\$300.00
Fail to display tree protection zone signage	9A c	\$300.00
Fail to arrange for inspection of <i>tree protection barrier</i>	9A d	\$300.00
Fail to maintain <i>tree protection barrier</i>	9A e	\$300.00
Fail to comply with <i>tree permit</i> conditions	14	\$500.00
Fail to plant replacement <i>trees</i>	19	\$500.00

Severability

48. If a section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

(8583)

SCHEDULE A

DESIGNATED HERITAGE TREES

NAME

LOCATION

1. Copper Beach (*Fagus sylvatica Purpurea Group*) 355 W Queens Rd

Comments: This mature specimen, approximately 70 feet high, remains from the landscaping of the boy's school which was formerly on this site. The tree is in good condition, and is typical of English style landscaping.

2. Damson Plum (*Prunus domestica subsp. insititia*) 355 W Queens Rd

Comments: Also remaining from the landscaping of the boy's school, its ornamental fruit tree is in very good condition. The billowy shape results from the weight of the fruit, and provides good shade.

3. Horse Chestnut (*Aesculus hippocastanum*) trees 100–300 Block E Kings Rd

Comments: These street trees were planted by the North Lonsdale Ratepayers Association as a local area improvement. They are unusual for having been planted on the south side of the street only.

4. Black Locust (*Robinia pseudoacacia*) tree 299 E Kings Rd

Comments: This very large and old specimen exists in conjunction with a primary heritage building, the Davidson House. It provides dappled shade, and the leaves turn bright yellow in the fall.

5. Tulip (*Liriodendron tulipifera*) tree 461 E Kings Rd

Comments: Planted in conjunction with a primary heritage building, the Jacobs House, the flowers of this ornamental tree are small and yellow, and resemble tulips, hence its name.

6. Spanish Chestnut (*Castanea sativa*) tree 382 E St James Rd

Comments: An unusual specimen, also known as a Sweet Chestnut, this ornamental tree is part of the landscaping of a secondary building, the Brown House.

7. Black Walnut (*Juglans nigra*) tree 390 E Kings Rd

Comments: This large, mature and healthy specimen is part of the landscaping of the Ward House, a secondary heritage building.

NAME

LOCATION

8. Giant Sequoia (*Sequoiadendron giganteum*)

Carisbrooke Park

Coast Redwood (*Sequoia sempervirens*)

Western Larch (*Larix occidentalis*)

Blue Atlas Cedar (*Cedrus atlantica 'Glauca'*)

9. Sitka Spruce (*Picea sitchensis*)

1491 E 29th St

Comments: The historic Allen House, built circa 1905, boasts many features of its early landscaping, including this large specimen Sitka Spruce.

10. Walnut (*Juglans regia*)

1045 Cortell St

Comments: The tree straddles the property line between 1045 Cortell St and the Cortell Street road allowance on the north western area of the 1045 Cortell St property.

(8583)