



CITY OF RICHMOND

TREE PROTECTION

BYLAW NO. 8057

EFFECTIVE DATE – MAY 8TH, 2006

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amendment 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 bylaws on this subject.

<u>AMENDMENT BYLAW</u>	<u>DATE OF ADOPTION</u>	<u>EFFECTIVE DATE</u> (If different from Date of Adoption)
Bylaw 8157	November 27, 2006	
Bylaw 8263	September 24, 2007	
Bylaw 8328	February 11, 2008	
Bylaw 8637	January 10, 2011	February 9, 2011
Bylaw 10246	April 26, 2021	
Bylaw 10307	December 6, 2021	
Bylaw 10343	February 28, 2022	
Bylaw 10715	November 10, 2025	

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Tree Protection Bylaw 8057

The Council of the City of Richmond enacts as follows:

PART ONE: APPLICATION

- 1.1 This bylaw applies to trees which are:
- a) on land owned or in the possession of the City;
 - b) on a privately-owned **parcel** of land in the **City**;
 - c) within a development permit area;
 - d) within a **tree retention area** identified and shown on Schedule “B”; or
 - e) identified for retention and protection as part of a subdivision, development permit or building permit approval process.
- 1.2 This bylaw does not apply to private land used for
- a) the production or cutting of trees under a valid, existing licence for a tree farm, nursery or Christmas trees; or
 - b) a golf course.

PART TWO: INTERPRETATION

- 2.1 In this bylaw:

CALIPER	means the diameter of a tree at 15 centimetres [6 inches] above the natural grade of the ground, measured from the base of the tree .
CERTIFIED TREE RISK ASSESSOR	means a Certified Arborist with additional current training and certification in tree risk assessment as determined by the International Society or Arboriculture.
CITY	means the City of Richmond.
CONIFEROUS	means a cone bearing tree that has its seeds in a cone structure.
COUNCIL	means the municipal Council of the City of Richmond.

**CUTTING OR REMOVAL or
CUT OR REMOVE**

means to kill, remove or substantially destroy a **tree** by any means, including without limitation, knocking down or cutting into the **tree**, the topping of a **tree** and the cutting of any main stem or other leader or trunk.

DAMAGE

means any action which will likely cause a **tree** to die or to decline, including, but not limited to, ringing, poisoning, burning, topping, root compaction, root cutting, excessive pruning, excessive crown lifting, or pruning in a manner not in accordance with "ISA Best Management Practices, Tree Pruning and ANSI A300 pruning standards". "**Damaged**" and "**damaging**" shall have the corresponding meaning.

**DBH (DIAMETER BREAST
HEIGHT)**

means the diameter of the trunk of a **tree** measured at a point 1.4 metres above the natural grade, except where the diameter of a **tree** having multiple trunks 1.4 metres above the natural grade shall be the sum of 100% of the diameter of the largest trunk and 60% of the diameter of each additional trunk.

DECIDUOUS

means a **tree** that sheds most or all of its foliage annually.

DIRECTOR

means the Director of Building Approvals and any person designated by the Director to act in his or her place.

DRIP LINE

means a circle on the ground around the trunk of a **tree**, the radius of which is the distance between the outermost twigs of the **tree** and the centre point of the trunk, or its vertical extension.

HAZARD TREE

means a **tree** identified in writing by a **certified tree risk assessor** as having defects sufficient to significantly increase the likelihood that all or part of the **tree** will fall resulting in a risk of personal injury or property damage.

**HAZARDOUS OR STANDING
DEAD TREE**

means a **tree** assessed by the **City** to be in a dangerous to people or property, a tree that is in imminent danger of falling, and/or to be dead notwithstanding the fact it is still standing.

HEDGE

means a row of three or more trees that through growth and **pruning** forms a continuous dense screen of vegetation from ground level that provides privacy, fencing, wind breaking, and/or boundary definition.

HIGHWAY

includes a street, road, lane, bridge, viaduct and any other way open to public use, other than a private right-of-way on private property.

LETTER OF UNDERTAKING

means a letter of undertaking from a **certified tree risk assessor** providing for the measures to be taken or preformed by the **certified tree risk assessor** to assist with and monitor **tree** protection treatments and compliance during site preparation and the construction phase on the **parcel**, to the satisfaction of the **Director**, including but not limited to:

- (i) pre-construction treatment of **trees** including root and branch pruning;
- (ii) regular on-site inspections of the **parcel** and any **retained trees** during site preparation works and construction, and a statement that they will report any offence against this bylaw on the **parcel** or adjacent to the **parcel** on **City** land to the **Director**;
- (iii) restorative landscape treatment, including soil renovation;
- (iv) selection and planting of any **replacement trees** required under this bylaw;
- (v) a post construction inspection of the **parcel** and any **retained trees**, and preparation of a certified report for submission, in a timely manner, to the **Director**; and
- (vi) a monitoring inspection of the **parcel**, any **retained trees** and any **replacement trees** for a period of time determined by the Director following the post-construction inspection, and preparation of a certified report for submission, in a timely manner, to the **Director**.

ORDER TO REMOVE

means an order, which is substantially in the form of Schedule D attached to and forming a part of this bylaw.

OWNER

means a person registered in the records of the Land Title Office as the fee simple owner of the **parcel**:

- a) to which the **permit** relates at the time of **permit** application,
- b) upon which a **tree** is located;

- c) upon which a **retained tree** is located, or
- d) adjacent to a **City tree** that is a **retained tree**, where **works** are being undertaken on the **parcel**, as applicable.

PARCEL

means any lot, block or other area in which land is held or into which land is subdivided but does not include a **highway**.

PERMIT

means a permit issued by the **Director** under authority of this bylaw to **cut or remove a tree or trees**.

PERMIT HOLDER

means the **owner** of the **parcel** subject to a **permit**, and if the applicant for the **permit** is not the **owner** of the **parcel**, includes the applicant.

PRUNING

means the selective removal of branches to improve timber quality, or to remove dead or diseased wood, or to correct undesirable growth patterns.

PUBLIC UTILITY

means the **City**, B.C. Hydro Authority, Telus, Terasen Gas Inc. and any other utility company or its contractors providing a public service or utility.

REPLACEMENT TREE

means a woody perennial plant with one or more substantially erect main trunks or stems, including its root system, that is required to be planted and maintained in accordance with Sections 4.3 and 7.3, and Schedule "A".

RETAINED TREE

means any **tree** or **trees** identified for retention and protection as part of a subdivision, or building permit approval process.

ROOT ZONE

means the area of land surrounding the trunk of a **tree** contained within a circle of radius equal to the **dbh** of the **tree** multiplied by 18.

SECURITY DEPOSIT

means a security deposit in the form of cash or a clean, unconditional, and irrevocable letter of credit drawn on a Canadian financial institution, in a form acceptable to the **Director** or an on-demand irrevocable bond, without expiry and issued by a prequalified institution satisfactory to the **Director**.

SIGNIFICANT TREE

means any **tree** with a **dbh** of 92.0 cm caliper (36" diameter) or greater, which is not a **hazardous or standing dead tree**.

SUBDIVISION

for the purposes of this bylaw subdivision shall not include subdivision by way of strata plan, or air space subdivision plan.

TOPPING

means the removal of major portions of a **tree** crown by **cutting** branches to stubs or to the trunk or **cutting** of the main leader or branches, and includes re-topping of previously topped **trees**.

TREE

means:

- a) a woody perennial plant with one or more substantially erect main trunks or stems, including its root system, which has reached or could reach a height of at least 4.5 metres and has a **dbh** of at least 20 centimetres;
- b) a woody perennial plant with one or more substantially erect main trunks or stems, including its root system, regardless of height or **dbh**, where located on land that has been identified as an environmentally sensitive area in Schedule “E”; or
- c) a woody perennial plant with one or more substantially erect main trunks or stems, including its root system, regardless of height or **dbh**, where located on land that is in the ownership or possession of the **City**.

TREE PROTECTION BARRIER

means a sturdy protection barrier or temporary fence at least 1.2 metres in height, installed around the **drip line** of a **tree** that is to be retained.

TREE RETENTION AREA

means those areas of the **City** shown and identified on Schedule “B”;

WATERCOURSE

means a channel through which water flows at any time of the year and includes a brook, river, stream, creek, lake, pond and any other body of water running through or situated partially or fully within the **City**.

WORKS

means any works pursuant to or related to a building permit, including demolition, excavation, and construction, any pre-construction site preparation works, any site servicing works, and any works and activities related to the subdivision of the **parcel**.

PART THREE: RESTRICTIONS AND EXEMPTIONS

3.1 Restrictions

- 3.1.1 A person must not **cut or remove** any **tree**, or cause, suffer or permit any **tree** to be **cut or removed**, except in accordance with the terms and conditions of a valid **permit** issued under this bylaw. Without limiting the generality of the foregoing, this section includes **replacement trees**.
- 3.1.1a A person must not **damage, cut or remove** a **retained tree**, or cause, suffer or permit any **retained tree** to be **damaged, cut or removed**.
- 3.1.1b A person must not commence or carry on **works** on a **parcel** except in accordance with the requirements of this bylaw, any applicable **permit**, and any other applicable **City** bylaw.
- 3.1.2 A person must comply with the terms and conditions of a **permit** issued under this bylaw.
- 3.1.3 Except to the extent permitted by a **permit**, or as provided for in section 3.2 a person must not damage a **tree** by carrying out any of the following activities:
- a) cutting or damaging the roots of a **tree** growing within the **drip line**;
 - b) operating trucks, backhoes, excavators or other heavy equipment over the roots of a **tree** growing inside the **drip line**;
 - c) placing fill, building materials, asphalt or a building or structure on land inside the **drip line** of a **tree**;
 - d) denting, gouging or damaging the trunk of a **tree**;
 - e) removing bark from a **tree**;
 - f) depositing concrete washout or other liquid or chemical substances harmful to the health of a **tree** on land inside the **drip line** of a **tree**;
 - g) removing soil from inside the **drip line** of a **tree**;
 - h) blasting inside the **drip line** of a **tree**;
 - i) cutting back the top portion of a **tree's** branches so as to significantly alter its normal canopy, except if the tree forms part of a **hedge**;
 - j) undermining the roots of a **tree** growing inside the **drip line**; or
 - k) altering the ground water or surface water level within the **drip line** of a **tree**.

3.2 Exemptions

- 3.2.1 A **permit** is not required to **cut or remove** a **tree** where:
- a) a development permit and/or rezoning has been approved which addresses the removal of the tree;

- b) the tree cutting or removal is necessary for the purposes of farm operations as defined in the Farm Practices Protection (Right to Farm) Act, as amended from time to time;
- c) the tree **cutting or removal** is for the installation of roads or services shown on an engineering drawing approved by the **City** in respect of a building permit or subdivision approval;
- d) a **tree** must be **cut or removed** on an emergency basis because it has been severely damaged by natural causes and poses an imminent danger of falling and injuring persons or property;
- e) the **tree cutting or removal** is carried out by the **City** or its agents on public property;
- f) the **tree cutting or removal** is carried out using standard arboricultural practices for the maintenance of above ground utility conductors by a **public utility** or its contractors;
- g) the **cutting or removal** is of a **tree** less than 20 centimetres **dbh** by a British Columbia Land Surveyor when cutting survey lines of a width of less than two (2) metres;
- h) the **cutting or removal** constitutes normal **pruning** of **trees**, including **pruning** by a **public utility** in accordance with sound horticultural practice or as required for the safe operation of overhead transmission lines.

3.2.2 [REPEALED]

3.2.3 A permit is not required for the **pruning** of a **hedge**.

PART FOUR: PERMIT APPLICATION PROCESS

4.1 General Conditions of Permit

- 4.1.1 A **permit** for the **cutting or removal** of any **tree** to which this bylaw applies shall be in the form issued by the **Director**.
- 4.1.2 A **permit** issued under this bylaw is non-transferable. For greater certainty, if the **owner** of the **parcel** changes after a **permit** is issued under this bylaw, said issued **permit** is not transferred to the new **owner** and the new **owner** wished to proceed with the **cutting or removal** the new **owner** must:
 - a) apply for a new **permit**;
 - b) must pay the non-refundable application fee as specified in the *Consolidated Fees Bylaw No. 8636*; and
 - c) deliver a new **security deposit**, upon such delivery the existing **security deposit** will be returned to the **owner** listed in the original **permit**. If, after making reasonable efforts to locate the original **owner**, said person cannot be located, a non-refundable administrative fee of \$500 will be charged by

the **City** and paid from the original **security deposit** for each year that the **City** retains said **security deposit** commencing six (6) months after the original **security deposit** is replaced with the new **security deposit**.

- 4.1.3 The **permit** shall be displayed in an accessible and conspicuous location on the **parcel** to which it pertains no less than 72 hours prior to and during **tree cutting or removal** operations.

4.2 Application Requirements

- 4.2.1 Every application for a **permit** shall be made in writing to the **Director** and shall include:

- a) non-refundable application fee in the amount set from time to time in the *Consolidated Fees Bylaw No. 8636*, unless the application is for permission to remove a **hazard tree** or required pursuant to an **order to remove**;
- b) the following documents, plans and information relating to the proposed **tree cutting or removal**:
 - (i) a statement of purpose and rationale for the proposed **tree cutting or removal**;
 - (ii) a tree cutting and replacement plan drawn to approximate scale identifying:
 - A. the boundaries of the subject **parcel**;
 - B. any abutting streets, lanes or public access rights of way;
 - C. the location of existing buildings and structures;
 - D. the location, species and **dbh** of those **trees** proposed to be **cut or removed**;
 - E. the location, species and **dbh** of those **trees** proposed to be retained and protected;
 - F. the location, species and **dbh** of proposed **replacement trees**;
 - G. the location of significant topographic and hydrographic features and other pertinent site information;
 - (iii) the street location and legal description;
 - (iv) the consent in writing of the registered owner of the property, if different from the applicant, authorizing the applicant to act as the owner's agent
 - (v) the consent in writing of the registered owners of the parcels where the base of the tree to be cut or removed is located.
 - (vi) the methods proposed for control of drainage and erosion impacts during and after the **tree cutting or removal**;
 - (vii) the proposed methods for disposal of woodwaste and other debris;

- (viii) the proposed methods of noise and dust control during the **tree cutting or removal** operation;
 - (ix) the proposed completion dates for **tree cutting or removal**;
 - (x) if required by the **Director**:
 - A. a report prepared by a professional engineer, professional biologist or certified arborist with experience in, as the circumstances require, geotechnical engineering, hydrology or **tree management**, certifying that the proposed **tree cutting or removal** will not create an adverse impact including flooding, erosion, land slip or contamination of a **watercourse**;
 - B. where the site of the **tree cutting or removal** is on a **parcel** adjacent to or containing any part of a **watercourse**, a survey plan prepared by a BC Land Surveyor or professional engineer showing the top-of-bank of such **watercourse**;
 - C. where the **tree cutting or removal** is for a **hazard tree**, a report prepared by a certified tree risk assessor certifying that the **tree** is dead, diseased, damaged or otherwise constitutes a physical hazard to persons or property; and
 - (xi) such further and other information as the **Director** determines is necessary to adequately describe the nature and extent of the **tree cutting or removal** operation.
- 4.2.3 Each and every application for a permit will include written confirmation from the applicant and from the owner(s) that they will release, indemnify and save harmless the City and its elected officials, officers, employees, contractors and agents from and against all claims, demands, damages, losses, actions, costs and expenses related to or arising from the issuance of a permit, the breach of any permit conditions, the security deposit being provided to the City, the proposed cutting or removal, or the breach of any provisions of this bylaw by the applicant, the owner(s), or those for whom they are responsible at law.

4.3 Replacement Trees

4.3.1 For **parcels**:

- a) containing a one-family dwelling, as a condition of issuing a **permit** for **cutting or removal** under this bylaw, it is required that one (1) **replacement tree** be planted and maintained for each **tree cut or removed** on the applicant's **parcel** in accordance with the requirements set out in Schedule "A";
- b) other than those specified in 4.3.1(a) above, as a condition of issuing a **permit** for **cutting or removal** under this bylaw, it is required that one or more **replacement trees** be planted and maintained for each **tree cut or removed** on the applicant's **parcel** in accordance with the requirements of Schedule "A";

- c) where the **tree** or **trees** to be **cut or removed** pursuant to **permit** under this bylaw form part of a **hedge**, the **Director** may require that less than one **replacement tree** be planted and maintained for each **tree** that is **cut or removed**; and
 - d) where a required **replacement tree** cannot, in the opinion of the **Director**, be accommodated on the **parcel**, the **Director** may require the applicant to plant the **replacement tree** on **City** owned property, including road, in a location designated by the **Director**.
- 4.3.2 **Replacement trees** shall be planted and maintained in accordance with sound horticultural and arboricultural practices to the satisfaction of the **Director**.
- 4.3.3 A **replacement tree** is not required for the **cutting or removal** of a **hazard tree** or a **tree** subject to an **order to remove**, unless said **tree** was **damaged** causing it to be a **hazardous or standing dead tree**.

4.4 **Security Deposits for Cutting or Removal Permits**

- 4.4.1 Prior to the issuance of a **permit**, every **owner** must provide a **security deposit** to the Director in the amount specified in the Consolidated Fees Bylaw No. 8636. If the applicant is not the **owner**, then the applicant is deemed to provide the **security deposit** on behalf of and for the **owner**.
- 4.4.2 Notwithstanding the expiry of any **permit**, the **City** may immediately make a claim under any bond held as the **security deposit** and apply such proceeds, cash any letter of credit held as the **security deposit**, and, in the **Director's** discretion, apply the proceeds of such letter of credit, or, if the **security deposit** is held as cash, apply said funds, to have **replacement trees** planted on the subject **parcel** by **City** staff, or a contractor engaged by the **City**, as a cash-in-lieu contribution on behalf of the **owner** to the **City's** Tree Compensation Fund for off-site planting, or as the **Director** may otherwise decide, if:
- a) the **tree** or **trees** that are the subject of the **permit** are **cut or removed** and the **permit holder** fails to, or refuses to, plant the **replacement tree(s)** required under this bylaw or as a condition of a **permit**, which is issued independent of any works or subdivision, within two (2) years of the date of issuance of the **permit**;
 - b) the **tree** or **trees** that are the subject of the **permit** are **cut or removed** and the **permit holder** fails to, or refuses to, plant the **replacement tree(s)** required under this bylaw or as a condition of a **permit**, which is issued relating to a building permit or subdivision,
 - (i) within one (1) year of the final building inspection permitting occupancy of the related **works**, building, or structure; or
 - (ii) if the related **works**, building, or structure does not obtain final building inspection permitting occupancy within four (4) years of the date of issuance of the **permit**, within five (5) years of the date of issuance of the **permit**;

- c) any **replacement tree** is **damaged**, dies or is reasonably likely to die, other than as a result of natural accidental causes such as lightning strike, or is **cut or removed**;
 - d) the **permit holder** fails to deliver to the **Director** any tree replacement completion report, or monitoring report within one (1) year of the time such report is required to be delivered to the **City** pursuant to this bylaw, and thus the **permit holder** is deemed not to have complied with their **permit** obligations.
- 4.4.3 Subject to Section 4.4.2, if the **permit holder** complies with the provisions of the bylaw and performs all of the terms and conditions of the applicable **permit**, the **City** will:
- a) return 90% of the remaining **security deposit**, with no interest, to the **owner**, or upon written request of the **owner** to the **owner's** agent, within six (6) months, after the completion of the planting of the **replacement trees** as demonstrated by a site inspection and/or by delivery to the **Director** of a tree replacement completion report from a **certified tree risk assessor**, to the satisfaction of the **Director**; and
 - b) return the balance of the **security deposit** held by the City, with no interest, to the **owner**, or upon written request of the **owner** to the **owner's** agent, within six (6) months of a monitoring inspection of the applicable **tree(s)** and/or by delivery to the **Director** of a monitoring report from a **certified tree risk assessor** as to the health of the applicable **tree(s)**, to the satisfaction of the **Director**, conducted or delivered, as applicable, one (1) year after the later of the inspection and/or report that triggered the first return of **security deposit** funds under section 4.4.3(a).
- 4.4.4 Where the **security deposit** is drawn upon by the **City** for any reason prior to the expiry of the **permit**, the **owner** will, within 15 days of receipt of written notice from the **City**, replenish the **security deposit** to the amount required by Section 4.4.1, unless exempted in writing by the Director.
- 4.4.5 Notwithstanding the expiry of a **permit**, the **security deposit** will continue to secure the **owner's** obligations under the **permit** and this bylaw until it is either returned pursuant to Section 4.4.3, or used by or forfeited to the **City** pursuant to Section 4.4.2. Upon expiry of a **permit** (including any renewal thereof), the **owner** will undertake any activity required by the **Director** to ensure that the provisions of this bylaw, and the terms and conditions of the **permit**, have been complied with.
- 4.4.6 If the **security deposit** is not sufficient for the **City** to rectify any contravention or non-compliance with the **permit**, this bylaw, or any other **City** bylaw relevant to the matter that is the subject of the applicable **permit**, including but not limited to the planning of **replacement trees**, the **owner** will pay any deficiency to the City within seven (7) days of receiving a written demand for such amount from the **City**. Any such deficiency charges that remain unpaid on or before December 31st in the year in which the charges are incurred by the **City**, form part of the taxes payable on such **parcel**, as taxes in arrears.

- 4.4.8 If a **security deposit** is in the form of a letter of credit and it will expire prior to the **permit holder** complying with the provisions of this bylaw, or prior to the performance of all of the terms and conditions expressed in the applicable **permit**, the **owner** will deliver to the **City**, at least 30 days prior to its expiry, a replacement letter of credit on the same terms as the original letter of credit provided to the **City**, unless otherwise approved by the **Director**. If the **owner** fails to do so, the **City** may draw down upon the letter of credit and hold the resulting cash as the **security deposit** in lieu thereof.
- 4.4.9 If a **security deposit** is in the form of an on-demand irrevocable bond, the bond will be without expiry, be issued on the **City's** then current form of irrevocable bond by a prequalified institution satisfactory to the **Director** and acceptance by the **City** will be subject to an administration fee.

4.5 Permit Issuance or Refusal

- 4.5.1 The **Director** may issue a **permit** if:
- a) an application for a **permit** complies with the requirements of this bylaw; and
 - b) the proposed **tree cutting or removal** complies with this bylaw and all other applicable **City** bylaws.
- 4.5.2 The **Director** may refuse to issue a **permit** if the proposed **tree cutting or removal** is within a **tree retention area**.

4.6 Expiry

- 4.6.1 Every **permit** shall expire 12 months from the date of issue or upon such earlier date as may be specified in the **permit**.

4.7 Abandoned or Cancelled Applications

- 4.7.1 An application will be deemed to have been abandoned if the applicant fails to fully and completely respond to a request by the **Director** for documentation or information under this bylaw within one (1) year of the date the request is made. Once abandoned, all application fee(s) collected will be forfeited to the **City**, and if the applicant has delivered a **security deposit** to the City:
- a) it shall be returned to the applicant if no **tree** subject to the application has been **cut or removed**. If, after making reasonable efforts to locate the **owner**, said person cannot be located, a non-refundable administrative fee of \$500 will be charged by the **City** and paid from the **security deposit** for each year that the City retains the **security deposit** commencing six (6) months after the application is deemed abandoned; or
 - b) if any **tree** subject to the application has been **cut or removed** other than in accordance with an issued **permit**, the **security deposit** shall be forfeited to the City for the planting of **replacement tree(s)** on the **parcel**, for contribution to the City's Tree Compensation Fund, or for use as otherwise determined by the Director.

If the applicant wishes to proceed with any **cutting or removal** after any such abandonment, the applicant must, unless exempted in writing by the **Director**, submit a new application for a **permit** and must pay an additional non-refundable application fee as specified in the *Consolidated Fees Bylaw No. 8636*. If the **security deposit** has been forfeited a new **security deposit** will be required, and if the **security deposit** has been drawn down upon as provided in subsection 4.7.1(a) above the **owner** will be required to replace it with a new **security deposit** in the full amount required by this bylaw.

5.7.2 Where the applicant for a **permit** is not the **owner** of the subject **parcel**, the **owner**:

- a) may withdraw the application, or
- b) if the **permit** has been issued but the **tree cutting or removal** under said **permit** has not yet commenced, may cancel said **permit**;

upon not less than five (5) business day's written notice to the **Director**. If a **security deposit** has been delivered it will be returned to the **owner**.

4.8 Renewal, Extension or Modification

4.8.1 If the **tree cutting or removal** operations authorized by a **permit** are not completed before the **permit** expires, or it becomes necessary to alter or deviate from the particulars of the **permit** application or the tree cutting and replacement plan submitted for a **permit**, the **Director** may renew, extend or modify the **permit** upon written request of the permit holder, subject to the following:

- a) a permit holder has no vested right to receive an extension, renewal or modification and the **Director** may require that a new **permit** be obtained;
- b) the permit holder shall pay a non-refundable fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636;
- c) the **Director** may not renew or extend a **permit** for a period of more than two years from the date of issuance of the original **permit**;
- d) the **Director** may require that the permit holder provide additional information authorized by this bylaw as a pre-condition to considering an application for a **permit** renewal, extension or modification; and
- e) all terms and conditions set out in the original **permit** shall apply to each renewal, extension or modification of the **permit** except as amended or modified by the renewal, extension or modification.

PART FIVE: REGULATIONS

5.1 Tree Cutting or Removal

5.1.1 Every **cutting or removal** of a **tree** shall comply with, and every **permit** issued under this bylaw is subject to, the observance or fulfilment of the

following requirements, restrictions and regulations, to the satisfaction and approval of the **Director**:

- a) **tree** parts and woodwaste shall be properly disposed of by chipping or removal from site in accordance with all applicable **City** bylaws and Provincial regulations;
- b) each **tree** to be **cut or removed** shall be clearly identified with a flag, paint, survey tape or other such method;
- c) a tree **protection barrier** shall be placed around any **tree** or **trees** which are not to be **cut or removed**, in such a manner to ensure that the trunk, branches and root structure are not damaged by the **cutting or removal** operations. The **tree protection barrier** must be constructed prior to the issuance of the **permit** and must remain intact for any construction or demolition site throughout the entire period of construction or demolition;
- d) precautions shall be taken to ensure that **trees** which are not to be **cut or removed** are not be subject to any of the damaging activities prohibited by subsection 3.1.3;
- e) no **tree cutting or removal** activities may be carried out between the hours of 6:00 p.m. and 8:00 a.m. the following day;
- f) all damage to drainage facilities, **watercourses**, **highways** or other public or private property arising from the removal of a tree shall be promptly and properly repaired to the satisfaction of the **Director** at the expense of the permit holder;
- g) all **watercourses**, groundwater aquifers, waterworks, ditches, drains, sewers or other established drainage facilities shall be kept free of all woodwaste arising from or caused by the **tree cutting or removal** operations;
- h) all hazards or potential hazards arising from the **tree cutting or removal** operation shall be adequately fenced or otherwise protected for the safety of the public;
- i) **tree cutting or removal** operations must not encroach upon, undermine, damage or endanger any adjacent property or any setback area prescribed in the **permit** or a bylaw; and
- j) **tree cutting or removal** operations shall be limited only to the area specified in the **permit** which shall be clearly marked at the site and such markings maintained for the duration of the **permit**.

5.1.2 The **Director** may issue a **permit** subject to the observance or fulfilment of any additional conditions specified in the **permit** which in the opinion of the **Director** are necessary to achieve the purposes of this bylaw.

5.2 Protection of Retained Trees During Construction and Site Preparation

5.2.1 With an application for issuance of a building permit or subdivision approval, the **owner**, or the applicant on behalf of the **owner**, must submit

- a) a survey, certified correct by a BC land surveyor who is a member of the Association of British Columbia Land Surveyors that shows:
 - i) each **tree** located on the **parcel**, on adjacent property within two metres of any boundary of the **parcel**, and on any City street adjacent to the **parcel**;
 - ii) the **tree** grade or **tree** elevation for each **tree** referred to in subsection (i);
 - iii) the **drip line** for each such **tree**; and
 - iv) the location, height, and diameter of each stump on the **parcel**.
- b) a certified report by a **certified tree risk assessor**, that sets out:
 - i) the condition, size, and species of **trees** on the **parcel**;
 - ii) the impact of the proposed **works** or subdivision on the health of **trees** on the **parcel**, and potential hazards to them during or after the **works**; and
 - iii) recommended construction practices to protect **trees** during and after the **works**; and
- c) a statement of purpose and rationale for the proposed **tree protection barrier(s)**;
- d) a tree management plan drawn to approximate scale identifying:
 - i) the boundaries of the subject **parcel**;
 - ii) any abutting streets, lanes or public access rights of way;
 - iii) the location of existing buildings and structures;
 - iv) the location, species and **dbh** of those **trees** proposed to be **retained trees** and the location and specifications of any **tree protection barrier(s)**; and
 - v) the location of significant topographic and hydrographic features and other pertinent site information;
- e) the street location and legal description of the **parcel**;
- f) the consent, in writing, of the **owner(s)** of the **parcel**, if different from the applicant, authorizing the applicant to act as the **owner's** agent;
- g) if any **tree protection barrier(s)** are to be located on any additional **parcel(s)**, the consent in writing of the registered owner(s) of such **parcel(s)**;
- h) the proposed commencement and completion dates for the **works**; and
- i) a **letter of undertaking**.

- 5.2.2 Despite anything contained in the **City's** bylaws, a person is not entitled to a building permit for demolition, excavation, or construction on a **parcel**, and the application for such building permit will not be deemed complete, and a person is not entitled to a subdivision approval, and the application for such subdivision is not deemed complete, except if:
- a) the **owner** has complied with Sections 5.2.1 and 5.2.2 of this bylaw; and
 - b) the **Director** has inspected and approved the **tree protection barrier(s)** on the **parcel**, on adjacent property, or the **City** street, as applicable.
- 5.2.3 If a building permit application is for alterations to only the interior of a building, and, in the opinion of the **Director**, none of the **work**, or storage, transport, or removal of materials, will affect any **tree** located on the **parcel**, sections 5.2.1 and 5.2.2 do not apply.
- 5.2.4 A person performing **works** on a **parcel** containing one or more **retained trees**, or where one or more **retained trees** are located on property or **City** street adjacent to the **parcel** shall:
- a) install a **tree protection barrier** around any **retained tree** or group of **retained trees** of size and location specified in the **City's** tree protection distance table, as approved and amended by the **Director** from time to time;
 - b) ensure that such **tree protection barrier** is constructed of mesh fencing on 2"x4" wood rails or equivalent framing with railings along the tops, sides and bottom, or is constructed of materials otherwise satisfactory to the **Director**;
 - c) display signage indicating that the area within the **tree protection barrier** is a "tree protection zone," and stating that no encroachment, storage of materials, excavation, or **damage to retained trees** is permitted within the "tree protection zone;"
 - d) arrange for inspection by the **Director** before any **works** commence, and refrain from commencing **works** until the **Director** has approved the **tree protection barrier(s)**; and
 - e) ensure that the **tree protection barrier(s)** remain in place until approval of its removal is received from the **Director**.
- 5.2.5 In addition to the requirements of Section 5.2.4, before and during **works** on a **parcel**, if one or more **retained tree** is located on **City** road, the **owner** must:
- a) comply with the requirements of the **Director** with respect to any tree on a boulevard or lane adjacent to the **parcel**;
 - b) ensure that each **tree protection barrier**:
 - i) allows for free and clear passage of pedestrians on the surrounding portion of the boulevard and on the sidewalk adjacent to the boulevard;
 - ii) allows for clear visibility of fire hydrants, driveway accesses, and crosswalks;

- iii) is 0.6 m or more from the curb to allow for the opening of car doors; and
- iv) is 0.3 m or more from the edge of any sidewalk located within a grass boulevard.

5.2.6 Security Deposit Required for Retained Trees

Prior to the issuance of a building permit or approval of a subdivision where one or more **retained trees** have been identified, the **owner**, or the applicant on behalf of the **owner**, must deliver a **security deposit** to the **Director** in the amount specified in the *Consolidated Fees Bylaw No. 8636* securing the preservation of the **retained tree(s)**. If the applicant provides the **security deposit**, the applicant is deemed to provide the **security deposit** on behalf of and for the **owner**.

5.2.7 The **security deposit** delivered pursuant to Section 5.2.6 above will be governed by the following provisions:

- a) The **City** may immediately make a claim under any bond held as the **security deposit** and apply such proceeds, cash any letter of credit held as the **security deposit**, and, in the **Director's** discretion, apply the proceeds of such letter of credit, or, if the **security deposit** is held as cash, apply said funds to have **replacement trees** planted on the subject **parcel** by **City** staff, or a contractor engaged by the **City**, as a cash-in-lieu contribution on behalf of the **owner** to the **City's** Tree Compensation Fund for off-site planting, or as the **Director** may otherwise decide, if:
 - i) any **retained tree** is **damaged**, or dies, other than as a result of natural accidental causes such as lightening strike, or is **cut or removed**;
 - ii) any **replacement tree**, to be planted by the **owner** as compensation for a **retained tree** that is **damaged**, dies, or is **cut or removed**, is:
 - (A) not planted within six (6) months of the **damage**, death, **cutting or removal** of the **retained tree**; or
 - (B) is planted but is itself **damaged**, or dies, or is **cut or removed**; or
 - iii) the **owner** fails to deliver to the **Director** any post-construction assessment report from the certified tree risk assessor within one (1) year of the substantial completion of the **works**, or the monitoring report from the certified tree risk assessor within two (2) years of the substantial completion of the **works**, and thus the **owner** is deemed not to have complied with their obligations to preserve the **retained trees** under this bylaw.
- b) Notwithstanding subsection 5.2.7(a), if an **owner** complies with the provisions of the bylaw, the **City** will:
 - i) return up to 100% of the remaining **security deposit**, with no interest, to the **owner**, or upon written request of the **owner** to the **owner's** agent, within six (6) months after the later of:

- (A) substantial completion of the **works** and confirmation that the **retained tree(s)** have been protected in accordance with the **letter of undertaking**, as demonstrated by a site inspection and/or by delivery to the **Director** of a post-construction assessment report from a **certified tree risk assessor**, to the satisfaction of the Director; and
- (B) completion of the planting of the **replacement trees** as demonstrated by a site inspection and/or by delivery to the **Director** of a tree replacement completion report from a **certified tree risk assessor**, to the satisfaction of the **Director**; or
- ii) retain up to 100% of the **security deposit** if the **Director** is not satisfied with the site inspection, post-construction assessment report or tree replacement completion report, as the case may be, until the **owner** has completed any and all remedial action recommended by a **certified tree risk assessor**, to the satisfaction of the **Director**, at which time the City will return up to 100% of the remaining **security deposit**, with no interest, to the **owner**, or upon written request of the **owner** to the **owner's** agent
- c) If the **security deposit** is not sufficient for the **City** to rectify any contravention or non-compliance with this bylaw, or any other **City** bylaw relevant to the matter that is the subject of the applicable **permit**, including the planting of any **replacement tree(s)**, the **owner** will pay any deficiency to the City within seven (7) days of receiving a written demand for such amount from the **City**. Any such deficiency charges that remain unpaid on or before December 31st in the year in which the charges are incurred by the **City**, form part of the taxes payable on such **parcel**, as taxes in arrears.
- d) If a **security deposit** is in the form of a letter of credit and it will expire prior to the **owner** complying with the provisions of this bylaw, the **owner** will deliver to the **City**, at least 30 days prior to its expiry, a replacement letter of credit on the same terms as the original letter of credit provided to the **City**, unless otherwise approved by the **Director**. If the **owner** fails to do so, the **City** may draw down upon the letter of credit and hold the resulting cash as the **security deposit** in lieu thereof.
- e) If a **security deposit** is in the form of an on-demand irrevocable bond, the bond will be without expiry, be issued on the **City's** then current form of irrevocable bond by a prequalified institution satisfactory to the **Director** and acceptance by the **City** will be subject to an administration fee.
- f) If an **owner** disposes or otherwise transfers its ownership of a **parcel** subject to the preservation of one or more **retained trees**, the transferee will be bound by the requirements, restrictions and regulations of such building permit or conditions for subdivision, the **letter of undertaking** and this bylaw and the **security deposit** held by the **City** will continue to secure

such obligations including the preservation of such **retained tree(s)** and the **owner** will be deemed to have assigned its **security deposit** to the transferee unless the **owner** causes the transferee to replace any **security deposit** held by the **City** in a form acceptable to the **Director** upon the disposition or otherwise transfer of ownership.

5.3 Hazardous or Standing Dead Trees

- 5.3.1 The **Director** may make the determination that a **tree** is a **hazardous or standing dead tree**, and, if such a determination is made, the **Director** may serve an **order to remove** on the **owner** of the **parcel** on which such **tree** is located which required the registered owner to:
- a) apply for a **permit**; and
 - b) remove said **hazardous or standing dead tree** within a specified time period.
- 5.3.2 The **order to remove** must be served on the **owner** of the **parcel** on which the **hazardous or standing dead tree** by either:
- a) personal service; or
 - b) registered mail with acknowledgement of receipt, to the address of the **owner** of the **parcel** shown on the last real property assessment rolls, or
- provided that where the **owner** is a registered company or society, service may be accomplished by leading it at, or mailing by it by registered mail to, the head office or attorney address shown on the corporate register or society register, as applicable.
- 5.3.3 Where an **order to remove** is not personally served in accordance with subsection 5.3.2(a) above, such order is deemed to have been served on the third (3rd) day after mailing.
- 5.3.4 The **Director** may make inspections pursuant to Section 6.1 at any time to determine if the directions of an **order to remove** and the required related **permit** are being complied with.
- 5.3.5 Where the **owner** of a **parcel** subject an **order to remove** fails to comply with that order, **City** staff, or a contractor engaged by the **City**, may enter on the **parcel**, at reasonable times and in a reasonable manner, to remove the **hazardous or standing dead tree** at the expense of the defaulting **owner**.
- 5.3.6 Where a **hazardous or standing dead tree** has been removed in accordance with Section 5.3.5, the charges for such removal if unpaid on or before December 31st in the year in which the charges are incurred by the **City**, form part of the taxes payable on such **parcel**, as taxes in arrears.
- 5.3.7 Where an **owner** is subject to an **order to remove**, they may apply to the **City Council** for reconsideration of the matter in accordance with Section 6.5, other than that the deadline to apply for such reconsideration. The application for such reconsideration shall be made at least 72 hours prior to the expiration of the time given in the **order to remove**.

PART SIX: ADMINISTRATION

6.1 Inspection

- 6.1.1 The **Director** is hereby authorized at all reasonable times to enter upon and inspect any lands to determine whether the requirements, restrictions, regulations, terms, conditions and directions of this bylaw or a **permit** issued under this bylaw are being observed.
- 6.1.2 The **Director** may, at all reasonable times, assess or inspect, or cause an assessment or inspection to be made of any **trees** to which this bylaw applies, including an assessment of the location, size, species and condition of such **trees**, in the following circumstances:
- a) where land is subject to an application for subdivision, approval of a servicing plan prior to subdivision, a development permit, a development variance permit, a temporary commercial or industrial use permit or a building permit;
 - b) when **replacement trees** have been planted as required by this bylaw; or
 - c) when an application for a **permit** to carry out **tree cutting or removal** operations has been made under this bylaw.
- 6.1.3 No person shall prevent or obstruct or attempt to prevent or obstruct the **Director** or designate from entering upon lands as authorized by subsections 6.1.1 and 6.1.2.

6.2 Notice of Non-compliance

- 6.2.1 The **Director** may give notice, in the form established in Schedule “C”, to any person of a breach of, or non-compliance with, any of the provisions of this bylaw or a **permit** issued under this bylaw, and such person shall immediately cease all **tree cutting or removal** activities until such breach or non-compliance is remedied to the satisfaction of the **Director**, and every owner of land shall refuse to suffer or permit further **tree cutting or removal** operations upon the owner’s land until such time as the breach or non-compliance is remedied to the satisfaction of the **Director**.
- 6.2.2 The **Director** may give notice, in the form established in Schedule “C”, to any person of a breach of, or non-compliance with, any of the provisions of this bylaw or a **permit** issued under this bylaw, and such person shall immediately cease all **works** requiring the **tree protection barrier(s)** until such breach or non-compliance is remedied to the satisfaction of the **Director**, and every **owner** of lands shall refuse to suffer or permit further **works** upon the **owner’s parcel** until such time as the breach or non-compliance is remedied to the satisfaction of the **Director**.

6.3 Failure to Remedy Non-compliance

- 6.3.1 In the event that a person having received notice under Section 6.2 fails within the time specified therein to remedy such breach, the **City** or its appointed

agents may enter upon the lands or any part thereof and carry out the works required to remedy the breach, and the expense of doing so shall be paid by the person in breach and, if not paid within 90 days, the expense, with interest at the prescribed rate and costs, shall be recovered from the owner of the lands in the same manner as municipal taxes.

- 6.3.2 In the event that the **City** has drawn down on a **security deposit** and has elected to plant any of the related **replacement trees** on the **parcel** pursuant to Section 4.4.2, 5.2.7(a), or 7.6(c), the **City** or its appointed agents may enter upon the **parcel** or any part thereof, or upon any adjacent property on which **retained trees** were **damaged, cut or removed**, as applicable, notwithstanding the expiry of any related **permit** or the change in ownership of any **parcel**, to carry out the planting of such **replacement trees**.

6.4 Suspension or Cancellation of Permit

- 6.4.1 Without limiting the application of Part Seven (Offences and Penalties) and Section 4.4 (Security Deposit)), if:

- a) there is a contravention of any term, condition, requirement or restriction of this bylaw or a **permit** issued under this bylaw; or
- b) a **permit** was issued under this bylaw on the basis of statements made in the **permit** application or a report, declaration or record required under this bylaw, that were false or misleading with respect to a material fact or that omitted to state a material fact, the omission of which made the statement false or misleading;

the Director may:

- (i) suspend in whole or in part the rights of the permit holder under the **permit**;
- (ii) cancel the **permit**; or
- (iii) amend or attach new conditions to a **permit** with the consent of the permit holder.

6.5 Right of Reconsideration

- 6.5.1 Where an applicant or owner of property is subject to a requirement or a decision made by the **Director** under this bylaw and is dissatisfied with the requirement or decision, the applicant or owner may apply to the **City Council** for reconsideration of the matter within 30 days of the requirement or decision being communicated to them.
- 6.5.2 An application for reconsideration must be delivered in writing to the **City Clerk** and must set out the grounds upon which the applicant considers the requirement or decision of the **Director** is inappropriate and what, if any, requirement or decision the applicant or owner considers the **Council** ought to substitute.

- 6.5.3 At the meeting of **Council**, **Council** may hear from the applicant and any other person interested in the matter under reconsideration who wishes to be heard and may either confirm the requirement or decision of the **Director** or substitute its own requirement or decision.

PART SEVEN: OFFENCES AND PENALTIES

- 7.1 Any person who: (a) violates or contravenes any provision of this bylaw or any **permit** issued under this bylaw, or who causes or allows any act or thing to be done in contravention or violation of this bylaw or any **permit** issued under this bylaw; or (b) fails to comply with any **permit** issued under this bylaw, or any of the provisions of this bylaw, any other **City** bylaw, or any applicable statute; or (c) neglects or refrains from doing anything required under the provisions of this bylaw or under any **permit** issued under this bylaw; or (d) obstructs, or seeks or attempts to prevent or obstruct a person who is involved in the execution of duties under this bylaw, commits an offence, and where the offence is a continuing one, each day that offence is continued shall constitute a separate offence.
- 7.2 Where one or more **tree** is cut or removed or damaged, other than as authorized by this bylaw, or more than one **tree** is not replaced or maintained in accordance with a **permit** issued under this bylaw, a separate offence is committed in respect of each such **tree**.
- 7.3 Upon being convicted of an offence under this bylaw, a person shall be liable to pay a fine of not less than one thousand dollars (\$1,000.00) and not more than Fifty Thousand Dollars (\$50,000.00), in addition to the costs of the prosecution.
- 7.4 In addition to the penalties imposed under section 7.3, by order of the court, a person convicted of an offence under this bylaw may be directed to:
- a) not do any act or engage in any activity that may result in the continuation or repetition of the offence;
 - b) pay the costs incurred by the **City** in investigating and prosecuting the offence;
 - c) pay compensation to the **City** for any damage or loss sustained by the **City** because of the commission of the offence to a maximum of \$25,000 or higher monetary limit as may be specified under the *Small Claims Act* in force at the time of the offence;
 - d) take any action the court considers appropriate to remedy any harm that resulted from the commission of the offence.
- 7.5 Pursuant to section 7.4 (d), the City may seek an order directing a person convicted of an offence under this bylaw to complete an education or training program for instruction in appropriate care and management of trees to a standard established by a provincial, national or international body for professional arboriculture, landscaping, or nursery practice.
- 7.6 In addition to any other penalty which may be imposed under this bylaw, where a person **cuts, removes** or damages, or causes, suffers or permits any **tree** to be **cut, removed**, or

damaged in contravention of this bylaw or in violation of any term or condition of a **permit** issued under this bylaw, that person, within 30 days of receiving notice of such requirement from the **Director**, shall:

- a) submit for the **Director's** approval a **tree** cutting and replacement plan in accordance with the requirements of Schedule "A", specifying the location and species of all **replacement trees**; and
- b) plant and maintain on the same parcel in accordance with the approved **tree** cutting and replacement plan a minimum of two (2) **replacement trees** for each **tree** unlawfully **cut**, removed or damaged and in the event the **Director** determines it is not feasible or practical to replace the **trees** on the same parcel, the **replacement trees** shall be planted on **City** land in a location designated by the **Director**;
- c) notwithstanding subsection 7.6(b) above, if the **tree** that is **cut or removed** is a **significant tree**:
 - i) deliver a **security deposit** to the **Director** in the amount specified in the *Consolidated Fees Bylaw No. 8636* securing the planting of **replacement trees** as compensation for the **damage, cutting or removal** of a **significant tree**, which shall be held, use and released by the City upon the same terms as if it was taken pursuant to Section 5.2; and
 - ii) plant and maintain on the same **parcel** in accordance with the approved **tree** cutting and replacement plan a minimum of three (3) **replacement trees** for each **significant tree** unlawfully **damaged, cut or removed** and in the event that the **Director** determines it is not feasible or practical to place any or all of the **replacement trees** on the same **parcel**, the **replacement trees** shall be planted on **City** land in a location designated by the **Director**.
- d) where the **tree damaged, cut or removed** is identified as a **retained tree**, then the **Director** may require the **owner** to plant the **replacement trees** at the exact location as the **retained tree** that has been **damaged, cut or removed** and may require that any **works** shall not be located within the **drip line** of the **replacement trees** at full growth.

PART EIGHT: PREVIOUS BYLAW REPEAL

- 8.1 Bylaw No. 8014, adopted by Council on December 19, 2005, is hereby repealed.

PART NINE: SEVERABILITY AND CITATION

- 9.1 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this bylaw.
- 9.2 This Bylaw is cited as "Tree Protection Bylaw No. 8057".

PART TEN: FEES BYLAW

- 10.1 The Fees Consolidated Fees Bylaw No. 8636, as may be amended from time to time, applies to this bylaw.

**SCHEDULE A to BYLAW NO. 8057
REPLACEMENT TREE REQUIREMENTS**

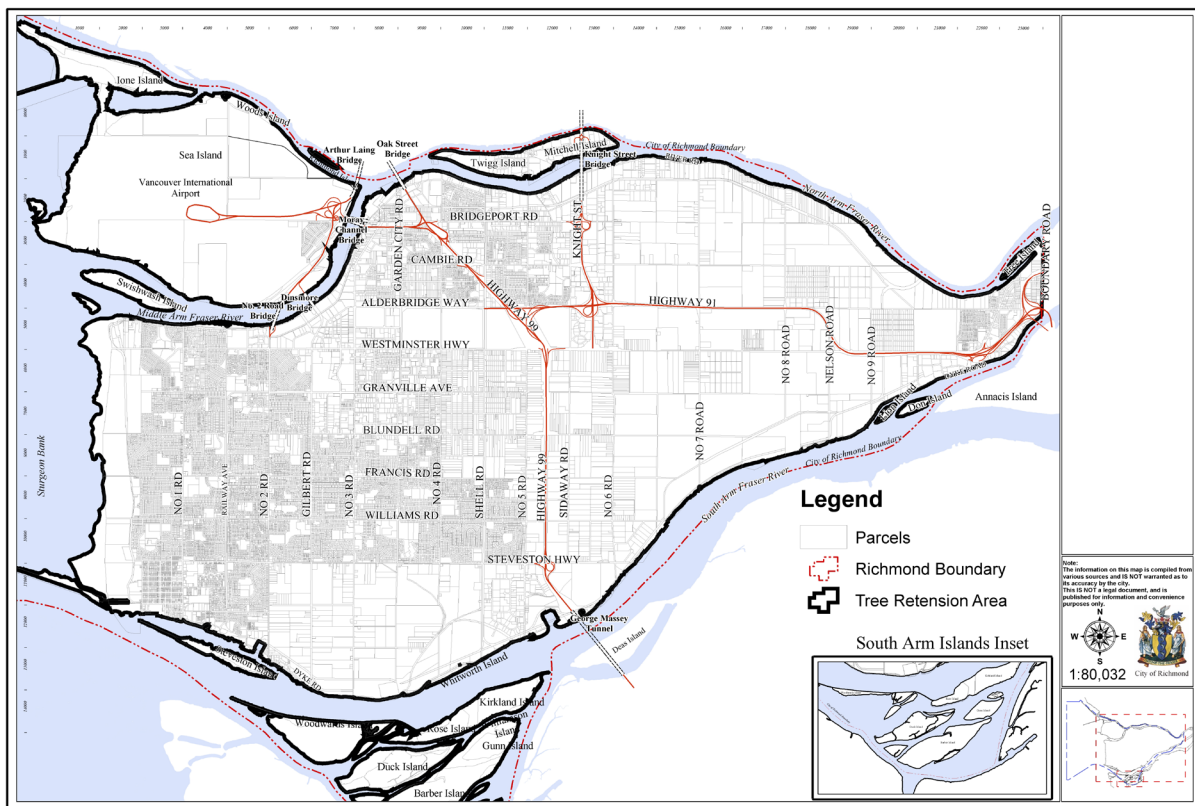
Where **replacement trees** are required to be provided pursuant to this bylaw, such **replacement trees** shall be provided and planted as follows:

- 1) Subject to Sections 3, 5 and 6 below, for **tree cutting or removals** not related to rezoning, development permit, subdivision, or **works** on **parcels** containing a one-family dwelling, such **replacement trees** shall be provided at a ratio of 1:1 and planted as follows:
 - a) deciduous **replacement trees** shall be a minimum of 6 cm caliper* or a minimum 3.5 m in height, and
 - b) coniferous **replacement trees** shall be a minimum of 3.5 m in height.
- 2) Subject to Sections 3, 5 and 6 below, for **tree cutting or removals** on all **parcels** other than those described in Section 1 above for **permits** related to rezoning, development permit, subdivision, or **works**, such **replacement trees** shall be provided at a ratio of 2:1 and planted as follows:
 - a) every **deciduous replacement tree** shall be a minimum of 8 cm **caliper** or a minimum of 4 m in height, and
 - b) every **coniferous replacement tree** shall be a minimum of 4 m in height.
- 3) Subject to Sections 4 and 5 below and notwithstanding Sections 1 and 2 above, on all **parcels** where the **permit** relates to the **cutting or removal** of a **significant tree**, the **replacement trees** shall be provided at a ratio of 3:1 and planted in compliance with the type and size requirements in Section 1 or 2 above, as applicable.
- 4) On all **parcels** where **replacement trees** are to be provided as compensation for a **significant tree** that is **damaged, cut or removed** other than pursuant to a **permit** issued under this bylaw, the **replacement trees** shall be provided at a ratio of 3:1 and planted as follows:
 - a) one **replacement tree** for each such **significant tree** shall be:
 - i) if a **deciduous replacement tree**, a minimum of 24 cm **caliper** or a minimum of 8 m in height, and
 - ii) if a **coniferous replacement tree**, a minimum of 8 m in height; and
 - b) every other **replacement tree** shall be planted in compliance with the type and size requirements in Section 1 or 2 above, as applicable.

- 5) Every **replacement tree** shall be spaced from existing **trees** and other **replacement trees** in accordance with an approved tree management plan or landscape plan and in all cases shall be planted in accordance with the current BCSLA (British Columbia Society of landscape architects) or BCLNA (British Columbia Landscape & Nursery Association) Landscape Standards, and all **replacement trees** shall meet current BCSLA or BCLNA standards.
- 6) Notwithstanding the foregoing, the **Director** may, at their discretion, require larger **replacement trees** than those set out in Sections 1, 2, 3 and 4 above in this Schedule.

SCHEDULE B to BYLAW NO. 8057

Those areas outlined in bold on the plan shown below are designated as **tree retention areas** under this bylaw.



SCHEDULE C to BYLAW NO. 8057

**NOTICE OF NON-COMPLIANCE
and
STOP WORK ORDER**

YOU ARE HEREBY NOTIFIED that the City of Richmond considers activity on this property to be in breach of its *Tree Protection Bylaw Number 8057*,

AND ALL PERSONS SHALL IMMEDIATELY CEASE the following activity on this property:

EVERY PERSON WHO FAILS TO COMPLY WITH THIS ORDER MAY, UPON CONVICTION FOR AN OFFENCE AGAINST THE SAID BYLAW, BE LIABLE TO A PENALTY AS STIPULATED IN THE BYLAW.

Persons affected by this Order may seek further information at the Building Approvals Department, Richmond City Hall, 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1.

ADDRESS of PROPERTY

DATE

DIRECTOR

NO PERSON MAY REMOVE REVERSE, ALTER, DEFACE, COVER, REMOVE OR IN ANY WAY TAMPER WITH THIS NOTICE WITHOUT AUTHORIZATION BY THE CITY OF RICHMOND.

SCHEDULE D to BYLAW NO. 8057**ORDER TO REMOVE**

ADDRESS OF PROPERTY

DATE

NAME OF OWNER(S)

YOU ARE HEREBY NOTIFIED that the City of Richmond considers the tree described below as a hazardous or standing dead tree:

Hazardous or Standing
Dead Tree:

AND pursuant to *Tree Protection Bylaw Number 8057*, **YOU ARE HEREBY ORDERED** to:

- 1) Apply to the City for a permit to remove the tree; and
- 2) After receiving the required permit, to remove the hazardous or dead standing tree.

BEFORE _____, 20____.

**EVERY PERSON WHO FAILS TO COMPLY WITH THIS ORDER TO REMOVE
MAY, UPON CONVICTION FOR AN OFFENCE AGAINST THE SAID BYLAW, BE
LIABLE TO A PENALTY AS STIPULATED IN THE BYLAW.**

DIRECTOR

Persons affected by this Order to Remove may seek further information at the Building Approvals Department, Richmond City Hall, 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1.

***NO PERSON MAY REMOVE REVERSE, ALTER, DEFACE, COVER, REMOVE OR IN ANY WAY TAMPER
WITH THIS ORDER WITHOUT AUTHORIZATION BY THE CITY OF RICHMOND.***

SCHEDULE E to BYLAW NO. 8057