



To:	Planning Committee	Date:	January 20, 2022
From:	James Cooper, Architect AIBC Director, Building Approvals	File:	12-8360-01/2022-Vol 01
Re:	Enhanced Protections for Significant Trees		

Staff Recommendation

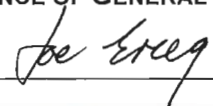

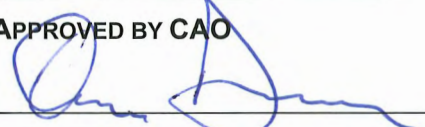
1. That Tree Protection Bylaw No. 8057, Amendment Bylaw No. 10343 amending regulations for the enhanced protections of significant trees be introduced and given first, second and third reading;
2. That Consolidated Fees Bylaw 8636, Amendment Bylaw No. 10348 introducing the security deposit amounts for tree survival and tree replacement related to building permit and subdivision be introduced and given first, second and third reading;
3. That Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10348 introducing tickets related to the amendments to the tree protection bylaw be introduced and given first, second and third reading;
4. That Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 10339, which would amend provisions for the protection of trees, be introduced and given first reading;
5. That Richmond Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 10339, having been considered in conjunction with:
 - a. the City's Financial Plan and Capital Program; and
 - b. the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;

is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the *Local Government Act*;

6. That Richmond Official Community Plan Bylaw 7100 and 9000, Amendment Bylaw 10339, having been considered in accordance with Section 475 of the *Local Government Act* and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation.



James Cooper, Architect AIBC
Director, Building Approvals
(604-247-4606)

REPORT CONCURRENCE		
ROUTED TO: Law Development Applications Policy Planning	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

At July 6, 2021, Planning Committee meeting, staff received the following referral: “That staff explore ways to protect further significant trees and the green space they occupy.”

This report supports Council’s Strategic Plan 2018-2022 Strategy #2 A Sustainable and Environmentally Conscious City:

Environmentally conscious decision-making that demonstrates leadership in implementing innovative, sustainable practices and supports the City's unique biodiversity and island ecology.

2.2 Policies and practices support Richmond's sustainability goals.

Background

The purpose of this report is to provide options for Council consideration of enhanced protections for significant trees and the green space they occupy. Tree protection provisions on private lands are primarily contained within Tree Protection Bylaw 8057, with supporting policies and development permit guidelines in the Official Community Plan and associated Area and Sub-Area Plans contained in Bylaws 7100 and 9000.

Tree Protection Bylaw 8057 adopted May 8, 2006, provides a legal framework to protect Richmond’s urban forest by preventing removal of trees 20cm caliper (8” diameter) or greater, retaining structurally safe trees and ensuring replacement trees are provided when removal is unavoidable.

Tree Protection Bylaw 8057 was last amended on April 26, 2021. These amendments included increasing the minimum size of replacement trees for both non-development and development related tree permits to 6cm caliper/3.5m high and 8cm caliper/4m high, respectively, increasing tree permit application fees to \$62 for one tree and \$75 for every additional tree, and increasing the tree replacement ratio for non-development tree removals from a 1:1 ratio and single-family Building Permit applications to a 2:1 replacement tree ratio – congruent with the 2:1 replacement tree ratio associated with Rezoning and Development permit applications. The net gain of increasing the replacement tree ratio is the planting of approximately 850 additional replacement trees on an annual basis.

More recently, there have been concerns voiced by both the Community and Council for the adoption of additional protections for “Significant” trees located on private lands. In response, staff proposed a number of amendments to Tree Protection Bylaw 8057, allowing greater regulatory authority with respect to “significant” trees on private lands.

The current maximum fine that can be achieved in Provincial Court for a Tree Bylaw offence is \$50,000.

Analysis

Tree Protection Bylaw 8057 currently protects (regulates the retention and/or removal of) all trees 20cm caliper or greater located on private property. In order to provide additional protections for significant or mature trees, staff have defined a significant tree as one that is 92cm cal. (36" dia.) or greater measured 1.4m above ground in order to distinguish from the minimum tree size protected by the bylaw. This new Bylaw definition for a "significant" tree allows staff to focus on amendments that would provide both additional regulatory authority on private lands and greater protections for mature or "significant" trees. Staff also recommend amendments to Tree Protection Bylaw 8057 to give staff the ability to order property owners to remove a hazardous or standing dead tree from their property, and to the Consolidated Fees Bylaw 8636 and Municipal Ticked Information Authorization Bylaw 7321 to support and enable the enforcement of the proposed amendments to the Tree Protection Bylaw 8057.

Proposed Bylaw Amendments:

Amendments are proposed to the Tree Protection Bylaw 8057, Consolidated Fees Bylaw 8636, Municipal Ticked Information Authorization Bylaw 7321, and relevant parts of the Official Community Plan and associated Area Plans and Sub-Area Plans (Bylaws 7100 and 9000).

- 1) ***Amend Tree Protection Bylaw 8057 to add the definition of a "Significant" tree as***
"Any tree with a dbh (diameter at breast height) of 92cm caliper (36" diameter) or greater identified for retention."

This amendment intends to create a distinction between a "Protected tree" and a "Significant tree" with greater regulatory protections. This new class definition would capture the largest 20% of all "protected trees" as currently identified under Tree Protection Bylaw 8057. Trees 92cm cal. (36" dia.) have an average age of 60 years, an average height of 70'. These trees are prominent and contribute to the character of neighbourhoods and streetscapes. Trees in this diameter class tend to provide more vertical structures in the landscape that wildlife depends upon for various life cycle requirements. They also contribute more to soil structure, sediment control, and erosion prevention, provide a high level of storm water interception and shade benefits in reducing the energy costs associated with cooling buildings.

The amendments also adds a number of other new definitions related to the other amendments to the bylaw related to significant tree protection, the taking of security, and the orders to remove hazardous or standing dead trees.

- 2) ***Amend Tree Protection Bylaw 8057 to compel a property owner to remove a hazardous and/or standing dead or dying tree.***

This amendment intends to improve the City's authority to compel a property owner to remove and replace a large dying/dead or hazardous tree, trigger the requirement for a tree removal permit and associated replacement trees.

This would also allow staff to address life-safety issues associated with (hazardous) standing dead trees. If a standing dead tree is not removed within a very short timeframe, it will eventually become unstable and pose a life safety risk to adjacent neighbours or those within the vicinity of the tree.

Any costs incurred by the City to remove the tree (in the event of non-compliance) could be placed on the owner's property taxes if they go unpaid. The amendment to the Municipal Ticket Information Authorization Bylaw 7321 will give the City the ability to ticket property owners as a tool to encourage compliance. This amendment would address situations where a significant tree has died (or has been willfully damaged) and the owner has not applied for a permit to remove it.

- 3) ***Amend Tree Protection Bylaw 8057 to compel a property owner to provide a replacement tree to be planted in the same location should a significant tree be unlawfully removed.***

This amendment intends to authorize staff to compel replacement trees to be planted in the same location where the significant tree was removed, and requiring the retention in entirety the live landscape area defined by the tree.

- 4) ***Amend Tree Protection Bylaw 8057 to require that when a "Significant tree" is willfully damaged and requires removal and replacement that one of the three required replacement trees (required at a 3:1 ratio) is a minimum of 8m high.***

This amendment intends to both require additional new trees to help compensate for the loss of a "significant tree" but also ensure a significantly larger replacement tree (a doubling the standard replacement tree size from 4m high to 8m high minimum) is provided in the same location. The requirement for a minimum of three replacement trees, one at 8m high and two at 4m high, would provide a combined canopy area closer to that of a "significant tree."

- 5) ***Amend Tree Protection Bylaw 8057 to require a person to provide security for the retention of a "Significant tree" where one is identified as a condition of subdivision approval or Building permit issuance, for the retention of other identified trees as a condition of subdivision approval, for the planting of replacement trees as a condition of the issuance of a cutting permit in relation to subdivision, and/or for planting of replacement trees if a significant tree is illegally cut or damaged; and Amend Consolidated Fees Bylaw 8636 to establish the various security amounts.***

This amendment intends to provide staff with the ability to require tree survival securities associated with the retention of "Significant trees" related to a building permit and subdivision, and to require security for replacement trees required as compensation if a significant tree is damaged or removed illegally. This amendment also intends to remove the necessity for a separate tree security agreement with the property owner at subdivision, when they would otherwise already be obtaining a tree permit for removal

that will require a tree replacement security, or have identified trees for retention that will require a tree retention security for any retained trees, including significant trees.

The tree survival security for a significant tree would be set at \$20,000/tree where a significant tree is identified for retention at either subdivision or building permit. This new standard doubles the current highest rate required for a “per tree” for survival security associated with Rezoning/Development Permit applications.

The tree survival security for a retained tree identified at subdivision that is not a significant tree would be set at \$5,000/tree for trees 20cm-30cm caliper and \$10,000/tree for trees 31-91cm caliper.

The tree replacement security at subdivision would be \$750 per replacement tree to be planted.

6) ***Amend Tree Protection Bylaw 8057 to stipulate how securities are used, how long they are held (for significant trees) and how they are returned or cashed.***

This amendment intends to stipulate how any security collected pursuant to the Bylaw can be used by the City and how if the owner is in compliance it can be returned. If certain conditions are not fulfilled, then the City can cash the security and, in the City’s discretion, apply the proceeds towards the required tree planting or apply it as a cash-in-lieu contribution to the City’s Tree Compensation Fund. The City will have the ability to draw down on the security and provide a replacement tree(s) at no cost to the City (if replacement trees have not been planted under a relevant permit, or a retained tree or significant tree has been damaged or cut and the person has not planted the appropriate replacement trees). Tree survival securities and/or replacement tree securities are only forfeited if the owner does not plant the replacement tree(s) per the City’s specifications, those trees die within the one year maintenance period, or the owner fails to deliver the required arborist reports that demonstrate compliance. This amendment intends to ensure replacement trees can be provided even in the event that a property is sold. For example if a “Significant tree” dies, the property has been sold, and the new owner will not allow the developer on site to plant a replacement tree, the City may draw down upon the security and enter the site to carry out the work.

Rezoning/Development Permit landscape securities are currently returned at the following rates; 90% at project completion and the remaining 10% twelve months later. Tree replacement security under a tree cutting permit related to subdivision, and tree survival security related to non-significant trees are proposed to follow the same return schedule.

Tree survival securities for “Significant trees” are proposed to be returned on the following alternate schedule: 50% (\$10,000) returned at project completion (upon a final inspection and letter from the project Arborist) confirming all specified tree retention measures were followed and the tree has not been damaged or cut, and the remaining

50% (\$10,000) returned twelve months later after a second inspection by Tree Protection Bylaw staff.

If the security amount is insufficient for the City to plant the required replacement trees and the City incurs costs in excess of the security, the owner must pay such excess amount and if they fail to do so the amendment intends to ensure that the City may collect such excess costs as taxes.

- 7) ***Amend Tree Protection Bylaw 8057 to require a 3:1 replacement ratio when a tree 92cm cal (36" dia.) is approved for removal and replacement in conjunction with either a Homeowner non-development tree permit or Building Permit or Subdivision related tree permit, and where a significant tree is illegally damaged, cut or removed to require one larger replacement tree***

This amendment intends to require additional new trees beyond the current 1:1 and 2:1 ratio identified in Tree Protection Bylaw 8057 to compensate for the loss of a tree of significant size. If a significant tree is illegally damaged, cut or removed one of the tree replacement trees must be of a larger size, being 24 cm cal. or a minimum of 8 m in height.

- 8) ***Amend the Official Community Plan (OCP) and Area Plans, and Sub-Area Plans to be consistent with updated tree replacement requirements that ensure a 3:1 replacement ratio for a significant tree.***

This amendment intends to ensure no conflicts exist among key plans and regulations about the City's tree protection/replacement provisions.

- 9) ***Amend the Municipal Ticket Information Authorization Bylaw 7321 to introduce tickets related to the changes and additions to the Tree Protection Bylaw 8057 introduced by Amendment Bylaw 10343***

This amendment intends to introduce a variety of tickets for the new provisions in the Tree Protection Bylaw 8057 that relate to the protection of significant trees, the provision of security as a condition of tree cutting permit or the subdivision and BP, as applicable, and the orders by the City for owners to remove hazardous or standing dead trees.

Development Permit and/or Rezoning Application Policy for "Significant" Trees

The discretionary ability to require applicants to undertake special measures or provide higher value securities in the context of comprehensive development applications is inherent in these conditional applications. Although no tree removal permit is issued in the context of considering a rezoning or development permit, the Tree Protection Bylaw provides the framework for the retention of "protected" trees.

Accordingly, should these proposed Tree Bylaw amendments be adopted by Council, the enhanced protections for "Significant" trees (i.e. \$20,000 tree survival security, longer holdback period and 3:1 tree replacement ratio) in addition to the current ability to require significantly

larger replacement trees, would be implemented for both Building Permit applications and Development Permit and/or rezoning applications.

If Council adopts the above Tree Bylaw amendment and related amendments, the enhanced protections for “Significant” trees (i.e. \$20,000 tree survival security, longer holdback period and 3:1 tree replacement ratio), in addition to the current ability to require significantly larger replacement trees, would be implemented for Building Permit applications, subdivision approvals, and Development Permit and/or rezoning applications.

Consultation

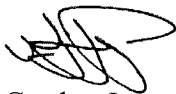
In accordance with Section 475 of the *Local Government Act* and the City’s OCP Consultation Policy No. 5043, staff have reviewed the OCP amendments and recommend that the bylaw does not require referral to external stakeholders as the amendments are to ensure consistency with the proposed amendments to the Tree Protection Bylaw. Rather, staff recommend that public consultation regarding the proposed amendments to the OCP occur as part of the bylaw adoption process, which includes a public hearing for proposed Bylaw 10339. This approach will provide interested stakeholders with a number of opportunities to share their views with the Council as part of the statutory bylaw amendment process. Public notification for the public hearing will be provided in accordance with the *Local Government Act*.

Financial Impact

None. The additional administrative requirements will be borne by existing department administrative staff.

Conclusion

The report recommends that the Council support proposed changes to improve Richmond’s Tree Protection Bylaw 8057, as well as associated amendments to the Consolidated Fees Bylaw 8636, Municipal Ticket Information Authorization Bylaw 7321, and OCP Bylaws 7100 and 9000 providing greater protections to “Significant” trees and the green space they occupy, the City the ability to require security for tree survival and replacement trees at building permit and subdivision, and the City the ability to order owners to remove hazardous trees. These changes will ensure that important City objectives related to tree preservation and policy supporting the continual development of a sustainable, resilient and diversified urban forest are advanced.



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Program Lead, Tree Preservation
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GJ:gj



**Richmond Official Community Plan Bylaw 9000 and 7100,
Amendment Bylaw 10339 (Significant Tree Protection)**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. Richmond Official Community Plan Bylaw 9000, as amended, is further amended:
 - a) at Section 3.6.1 Arterial Road Land Use Policy, Objective 1, Arterial Road Compact Lot Development Requirement, by deleting subsection 16(a) and replacing it with the following:

“a) meet the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057;”;
 - b) at Section 14.0 Development Permit Guidelines, by deleting subsection 14.2.5.A(e) and replacing it with the following:

“e) To reinforce the image of a well-established landscape, developers are encouraged to retain and incorporate mature trees and landscaping into the development area. Where this is not possible, trees should be relocated. Where one or more existing trees are being removed, the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 must be met.”;
 - c) at Section 14.0 Development Permit Guidelines, by deleting subsection 14.3.7.B(a) and replacing it with the following:

“a) Where one or more existing trees are being removed, the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 must be met.”;
 - d) at Section 14.0 Development Permit Guidelines, by deleting the first bullet under subsection 14.4.13.I(a) and replacing it with the following:

“• meet the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 where one or more existing trees are being removed;”;
and
 - e) at Section 14.0 Development Permit Guidelines, by deleting subsection 14.4.14.L(a) and replacing it with the following:

- “a) Where one or more existing trees are being removed, the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 must be met.”.
2. Richmond Official Community Plan Bylaw 7100, as amended, is further amended:
- a) at Schedule 2.6C (Sunnymede North Sub-Area Plan) by deleting subsection 8.2.4(h) and replacing it with the following:
- “h) Incorporate mature trees and landscaping into the development area. Where one or more existing trees are being removed, the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 must be met;”;
- b) at Schedule 2.8A (Ironwood Sub-Area Plan) by deleting subsection 8.2.3(g) and replacing it with the following:
- “g) Preserve natural heritage by retaining, relocating and augmenting existing healthy on-site trees and shrubs. Where one or more existing trees are being removed, the City’s tree replacement policy requirements as specified in Tree Protection Bylaw 8057 must be met. Wherever possible, plant new landscaping which will be beneficial to native and migratory birds.”.
3. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 9000 and 7100, Amendment Bylaw 10339”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER



**Tree Protection Bylaw No. 8057,
Amendment Bylaw No. 10343**

The Council of the City of Richmond enacts as follows:

1. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 2.1 by adding the following definition in alphabetical order:

"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 .
CONIFEROUS	means a cone bearing tree that has its seeds in a cone structure.
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.
DECIDUOUS	means a tree that sheds most or all of its foliage annually.
HAZARDOUS OR STANDING DEAD TREE	means a tree assessed by the City to be in a condition 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.
LETTER OF UNDERTAKING	<p>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:</p> <ol style="list-style-type: none">(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** one (1) year 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; or
- 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.

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.

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

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**.

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.

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**. ”.

2. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 2.1 by:
 - (a) in the definition of “**Tree**”, deleting the following words “in Schedule “D”” and replacing them with the words “in Schedule “E””.
3. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 3.1 by adding the following as new Section 3.1.1a and 3.1.1b following Section 3.1.1:

“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.”.
4. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Four: Permit Application Process by:
 - (a) adding the following to the end of section 4.1.2:

“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**.”;
 - (b) replacing subsection 4.2.1(a) with the following:

- “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**.”;
- (c) inserting the following as new section 4.2.3:

“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.”;
- (d) inserting the following as new section 4.4 and renumbering the existing subsequent sections accordingly:

“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 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 lightening 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.”;

(e) deleting and replacing Section 4.3.1 with the following

“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**.”;
- (f) inserting the following words at the end of Section 4.3.3 “or a **tree** subject to an **order to remove**, unless said **tree** was **damaged** causing it to be a **hazardous or standing dead tree**.”; and
- (g) inserting the following as new Section 4.7:

“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**.”.

5. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Five by adding the following as a new Sections 5.2 and 5.3:

“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 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) Subject to subsection 5.2.7(a), if the **owner** complies with the provisions of the bylaw, the **City** will:
 - i) 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 later of:
 - (A) substantial completion of the **works** and confirmation that the **retained tree(s)** have been protected in accordance with the **permit**, as demonstrated by a site inspection and/or by delivery to the **Director** of 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**.

Notwithstanding the foregoing, if any or all of the **retained tree(s)** are a **significant tree**, the City will return 50% rather than 90% of the remaining **security deposit** upon the later of the above dates; and

- iii) 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 after the later of the one (1) year post substantial completion and planting monitoring inspection and/or delivery 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**.
- 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.”

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**.”.
6. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 6.2 by adding the following as new Section 6.2.2:
- “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**.”.
7. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 6.3 by adding the following as new Section 6.3.2:
- “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**.”.
8. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Section 6.4.1 by adding the words “and Section 4.4 (Security Deposit)” following after “Part Seven (Offences and Penalties)”.
9. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Seven by deleting Section 7.1 and replacing it with the following:
- “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.”.

10. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Seven by deleting Section 7.3 and replacing it with the following:

“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.”

11. **Tree Protection Bylaw No. 8057**, as amended, is further amended at Part Seven by adding the following as a new subsection 7.6(c):

“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.”.

12. **Tree Protection Bylaw No. 8057**, as amended, is further amended by deleting Schedule A to Bylaw No. 8057 and replacing it with Schedule A attached to and forming part of this bylaw.

13. **Tree Protection Bylaw No. 8057**, as amended, is further amended by adding Schedule B attached to and forming part of this bylaw as a new Schedule D of Bylaw No. 8057 and renaming existing Schedule D to Bylaw No. 8057 as “Schedule E to Bylaw No. 8057”.

14. This Bylaw is cited as “**Tree Protection Bylaw No. 8057, Amendment Bylaw No. 10343**”.

FIRST READING



SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division

APPROVED for legality by Solicitor


SCHEDULE A to BYLAW NO. 10343

**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. 10343

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.***



**CONSOLIDATED FEES BYLAW NO. 8636,
AMENDMENT BYLAW NO. 10347**

The Council of the City of Richmond enacts as follows:

1. The **Consolidated Fees Bylaw No. 8636**, as amended, is further amended at “SCHEDULE – TREE PROTECTION” by deleting it and replacing it with Schedule A to this Bylaw.
2. This Bylaw is cited as “**Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10347**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>S.C.</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICER

SCHEDULE – TREE PROTECTION**Tree Protection Bylaw No. 8057****Permit Fees**

Section 4.2, 4.6

Description	Fee
<u>Permit application fee</u>	
To remove a hazard tree	No Fee
To remove a hazardous or standing dead tree	No Fee
One (1) tree per parcel during a 12 month period	\$63.50
Two (2) or more trees	\$76.75 per tree
Permit renewal, extension or modification fee	\$63.50

Tree Protection Bylaw No. 8057**Security Deposits**

Section 4.4.1, 5.2.6, 7.6(c)

Section	Description	Fee
Section 4.4.1	Security Deposit for replacement tree under a permit: <ul style="list-style-type: none"> - not related to works - related to a building permit - related to subdivision 	\$0 per replacement tree \$0 per replacement tree \$750 per replacement tree
Section 5.2.6	Security Deposit for retained tree that is not a significant tree: <ul style="list-style-type: none"> - related to a building permit - related to subdivision 	\$0 per retained tree \$1,000 per retained tree
Section 5.2.6	Security Deposit for retained tree, if significant tree	\$20,000 per significant tree
Section 7.6(c)	Security Deposit for replacement trees planted as compensation for a significant tree, if significant tree damaged, cut or removed without permit	\$20,000 per significant tree



**Municipal Ticket Information Authorization Bylaw No. 7321,
Amendment Bylaw No. 10348**

The Council of the City of Richmond enacts as follows:

1. **Municipal Ticket Information Authorization Bylaw No. 7321**, as amended, is further amended by:

- (a) deleting the following line:

“Failure to place or maintain a prescribed protection, barrier around trees to be cut or removed for the duration of all construction or demolition 5.1.1(c) \$1,000”,

and replacing it with the following:

“Failure to place or maintain a prescribed protection, barrier around trees not to be cut or removed for the duration of all construction or demolition 5.1.1(c) \$1,000”;

- (b) inserting the following offences in bylaw section order into Schedule B13 (Tree Protection Bylaw No. 8057) to Bylaw 7321:

Offence	Bylaw Section	Fine
Damage, cutting or removing any retained tree	3.1.1a	\$1,000
Works on a parcel without a permit and not in compliance with bylaw (i.e. security for retained trees)	3.1.1b	\$1,000
Failure to place or maintain a prescribed protection barrier around a retained tree for the duration of all works	5.2.4(a) and (e)	\$1,000
Failure to construct the prescribed protection barrier from materials satisfactory to the Director	5.2.4(b)	\$250
Failure to display tree protection signage for the duration of all works	5.2.4(c)	\$250
Failure to have tree protection barrier inspected prior to works commencing	5.2.4(d)	\$250
Failure to meet the conditions and/or deadlines specific in an Order to Remove	5.3.1	\$1,000
Failure to submit tree cutting and replacement plan	7.6(a)	\$500

Failure to plant a replacement tree (other than as related to a significant tree)	7.6(b)	\$750
Failure to provide a security deposit for replacement trees related to a damaged, cut or removed significant tree	7.6(c)	\$1,000
Failure to plant a replacement tree related to a significant tree	7.6(d)	\$1,000"

2. This Bylaw is cited as **"Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10348"**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

_____	<div style="border: 1px solid black; padding: 2px;"> CITY OF RICHMOND APPROVED for content by originating dept. <i>S.C.</i> APPROVED for legality by Solicitor <i>JA</i> </div>

MAYOR

CORPORATE OFFICER