



**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:

<b>“CALIPER</b>	means the diameter of a <b>tree</b> at 15 centimetres [6 inches] above the natural grade of the ground, measured from the base of the <b>tree</b> .
<b>CONIFEROUS</b>	means a cone bearing <b>tree</b> that has its seeds in a cone structure.
<b>DAMAGE</b>	means any action which will likely cause a <b>tree</b> 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". " <b>Damaged</b> " and " <b>damaging</b> " shall have the corresponding meaning.
<b>DECIDUOUS</b>	means a <b>tree</b> that sheds most or all of its foliage annually.
<b>HAZARDOUS OR STANDING DEAD TREE</b>	means a <b>tree</b> assessed by the <b>City</b> to be in a condition dangerous to people or property, a <b>tree</b> that is in imminent danger of falling, and/or to be dead notwithstanding the fact it is still standing.
<b>LETTER OF UNDERTAKING</b>	means a letter of undertaking from a <b>certified tree risk assessor</b> providing for the measures to be taken or preformed by the <b>certified tree risk assessor</b> to assist with and monitor <b>tree</b> protection treatments and compliance during site preparation and the construction phase on the <b>parcel</b> , to the satisfaction of the <b>Director</b> , including but not limited to: <ol style="list-style-type: none"><li>(i) pre-construction treatment of <b>trees</b> including root and branch pruning;</li><li>(ii) regular on-site inspections of the <b>parcel</b> and any <b>retained trees</b> during site preparation works and construction, and a statement that they will report any offence against this</li></ol>

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 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.”;

(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 lightning 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 (3<sup>rd</sup>) 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 31<sup>st</sup> 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**”.

**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.***

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

FEB 14 2022

FEB 14 2022

FEB 14 2022

\_\_\_\_\_

\_\_\_\_\_  
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating Division
<i>S.C.</i>
APPROVED for legality by Solicitor
<i>JA</i>