



DISTRICT OF NORTH SAANICH

BYLAW NO. 1548

A BYLAW TO PROVIDE FOR THE PROTECTION AND PRESERVATION OF TREES

WHEREAS the Municipal Council may, by Bylaw, exercise certain powers to preserve and protect Trees within the Municipality, prohibit and regulate their Cutting and Removal, and require their replacement;

AND WHEREAS Trees provide a variety of individual and community wide benefits such as stormwater management, carbon absorption, air quality, heating and cooling, aesthetic, wildlife habitat, cultural, quality of life and health;

AND WHEREAS the Municipal Council considers it in the public interest to deter logging and the clear-cutting of treed lots of land, except where such logging and clear-cutting of treed lots is otherwise permitted, and to provide for the protection, preservation, regulation, and replacement of a target density of Trees within the municipality;

NOW THEREFORE the Municipal Council of the District of North Saanich in open meeting assembled enacts as follows:

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1. DEFINITIONS

In this Bylaw,

“Agricultural Use” means a use providing for the production, keeping or maintenance, for sale, lease or personal use, of plants and animals, including but not limited to forages and sod crops, greens and seed crops, dairy animals and dairy products, poultry and poultry products, livestock, including beef cattle, sheep, swine, horses, ponies, mules or goats and any mutations or hybrids thereof, including the breeding and grazing of any or all such animals; bees and apiary products; and fruits of all kinds, vegetables, nursery, flora, ornamental and greenhouse products and includes “farm uses” defined in the “Agricultural Land Reserve Use Regulation” adopted under the *Agricultural Land Commission Act*.

“Arborist” means a person holding a current certification of “Certified Arborist” issued by the International Society of Arboriculture.

“Arborist Report” means a report prepared in accordance with the standards set out in Schedule “A”.

“Board of Variance Bylaw” means the District of North Saanich Board of Variance Establishment Bylaw No. 1387 (2015).

“Crown” means the entire system of branches, leaves and reproductive structures of a **Tree** extending away from the trunk or main stem(s), measured from the lowest branch.

“Cut” or **“Cutting”** means cutting down, knocking down, dismantling, or piercing any or all parts of any **Tree** including its roots, but does not include **Pruning** of a **Tree** in accordance with **Sound Arboricultural Practice**.

“Damage” or **“Damaged”** or **“Damaging”** means to take any action that is likely to impact or result in harm to the health or structural integrity of a **Tree** or **Protected Tree**, including:

- (a) **Pruning** not in accordance with **Sound Arboricultural Practice**;
- (b) topping to **Remove** major portions of a **Tree Crown** by **Cutting** branches to stubs or to the trunk or **Cutting** of the main leader or branches, but does not include any re-topping of previously topped trees where the re-topping does not result in harm to the health or structural integrity of the **Tree** or **Protected Tree**;
- (c) lift **Pruning** where the lower branches of the live **Crown** (green branches) of the **Tree** are **Removed** to reduce the live **Crown** to less than fifty (50) percent of the total **Tree** height;
- (d) **Removing** more than twenty five (25) percent of the live **Crown** of a **Tree** in any twelve (12) month period;
- (e) poisoning, burning or girdling a **Tree**;

- (f) **Cutting or Damaging** the roots of a **Tree** growing inside the **Protected Root Zone**;
- (g) raising or lowering the grade within the **Protected Root Zone**;
- (h) placing fill, building materials, asphalt, rock, or a building or structure, or storing or stockpiling of organic material within a **Protected Root Zone**;
- (i) operating, staging or parking trucks, backhoes, excavators, mini-excavators, hydro-excavators, mechanical trenchers or other heavy equipment within a **Protected Root Zone**;
- (j) denting, gouging, drilling, or harming the branches or the trunk of a **Tree**;
- (k) **Removing** bark from a **Tree**;
- (l) depositing concrete, washout, or other liquid or chemical substances harmful to the health of a **Tree** in a **Protected Root Zone**;
- (m) **Removing** soil from a **Protected Root Zone**;
- (n) conducting blasting operations within a **Protected Root Zone**; and
- (o) conducting blasting or excavating operations outside of a **Protected Root Zone** that would harm roots or disturb soil inside a **Protected Root Zone**.

“DBH” (Diameter at Breast Height) means the diameter of a **Tree** at measured at 1.4 metres (4.6 feet) above the highest point of natural grade of the ground measured from the base of a **Tree**, or, where a **Tree** has been **Removed** or **Damaged**, means the diameter of a **Tree** measured at the best available location of the **Tree** or the stump of the **Tree**. For multi-stemmed **Trees**, the three largest stems shall be measured 1.4 metres (4.6 feet) above the highest point of natural grade and the **DBH** of the **Tree** shall equal the cumulative total of the **DBH** of the three largest stems.

“Development Permit” means a permit authorized under Division 7 of Part 14 of the *Local Government Act*.

“Director” means an employee designated from time to time by the Chief Administrative Officer as the department head responsible for administration of this Bylaw

“District” means, as the context requires, the District of North Saanich or the area within the boundaries of the District of North Saanich.

“District Tree” means a **Tree** on **District** owned, occupied or leased property.

“Fees and Charges Bylaw” means the **District's** Fees and Charges Bylaw No. 1471, 2018.

“**Hedge**” means a row of **Trees** or shrubs that through growth and **Pruning** forms a continuous dense screen of vegetation from ground level, providing privacy, fencing, wind breaking, and/or boundary definition.

“**High or Extreme Risk Tree**” means a **Tree** that has, in the opinion of a **Tree Risk Assessor**, a high or extreme Tree Risk Assessment Qualification (“TRAQ”) risk rating.

“**Municipal Ticket Information Bylaw**” means the **District's** Municipal Ticket Information Bylaw No. 1544, 2022.

“**Official Community Plan**” or “**OCP**” means the Official Community Plan attached to the **District's** Official Community Plan Bylaw No. 1130, 2007.

“**Owner**” means each and every registered **Owner** in fee simple of a lot of land and the **Trees** growing on it, or any person authorized by the **Owner** or **Owners**.

“**Protected Root Zone**” means

- (a) the area of land surrounding the trunk of a **Tree** that contains the bulk of the critical root system of the **Tree**, as defined on a plan prepared by an **Arborist** and approved by the **Director**; or
- (b) in the absence of such information, the area of land surrounding the trunk of a **Tree** contained within a circle having a radius which is calculated by multiplying the **DBH** of the **Tree** by 12.

“**Protected Species**” the following **Tree** species with a **DBH** of 10 centimetres or more:

- (a) Arbutus (*Arbutus menziesii*);
- (b) Garry Oak (*Quercus garryana*);
- (c) Pacific Dogwood (*Cornus nuttallii*);
- (d) Pacific or Western Yew (*Taxus brevifolia*); and
- (e) Shore or Lodge Pole Pine (*Pinus contorta* var. *contorta*).

“**Protected Tree**” means the following:

- (a) A **Tree** of a **Protected Species**;
- (b) A **Significant Tree**;
- (c) A **District Tree**;
- (d) A **Tree** within an area designated in the **Official Community Plan** as a **Development Permit** area for the protection of the natural environment, its ecosystems and biological diversity or for the protection of development from hazardous conditions under section 488 of the *Local Government Act*;

- (e) A **Tree** retained or replaced as a requirement of a subdivision application, preliminary layout acceptance, **Development Permit**, blasting permit, building permit, fill permit or a plumbing permit;
- (f) A **Tree** with evidence of nesting or use by:
 - (i) raptors as defined in the *Wildlife Act*,
 - (ii) osprey, or
 - (iii) a heron colony; and
- (g) A **Replacement Tree**.

“**Pruning**” means the **Cutting** of twigs or branches in accordance with the **Sound Arboricultural Practice**.

“**Qualified Professional**” means a person in good standing with a legislated self-regulating association in British Columbia who is acting within the individual’s area of expertise and includes a professional Biologist, Agrologist, **Arborist**, Forester, Geoscientist, Engineer, Architect, and Landscape Architect.

“**Remove, Removing, Removal or Removed**” means to **Cut** a **Tree** and remove it from the lot where it was growing prior to **Cutting**.

“**Replacement Tree**” means a **Tree** that will or has been planted on a lot to:

- (a) replace **Trees Removed** or irreparably **Cut**, pruned or **Damaged** on the same lot as required by the **District** in accordance with this Bylaw, or
- (b) achieve the **Tree Minimum** on a lot.

“**Significant Tree**” means any **Tree** having a **DBH** that is 60 cm (24 inches) or more, but excludes cottonwood (*Populus balsamifera ssp. trichocarpa*), alder (*Alnus rubra*), and Pacific willow (*Salix lucida*).

“**Sound Arboricultural Practice**” means practices in accordance with the most current version of the American National Standards Institute (ANSI) Publication, “American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices” and the companion “Best Management Practices” Series of the International Society of Arboriculture.

“**Tree**” or “**Trees**” means a woody, self-supporting, perennial plant with a root system and having a single or multiple stem:

- (a) with a **DBH** of 20 centimetres (8 inches) or more;
- (b) with a **DBH** of 10 centimetres (4 inches) or more within an area designated in the **District’s Official Community Plan** as a **Development Permit** area for the protection of the natural environment, its ecosystems and biological diversity or for the protection of development from hazardous conditions under section 488 of the Local Government Act; or

(c) of any size when a **District Tree**.

"Tree Management Plan" means a plan prepared in accordance with the standards set out in Schedule "A".

"Tree Minimum" means 50 **Trees** per hectare (20 **Trees** per acre).

"Tree Permit" means a permit issued pursuant to this Bylaw.

"Tree Replacement Fund" means a fund where security deposits are retained by the **District** and if retained by the District may be used to pay for the future management, care and replacement of **District Trees**

"Tree Replacement Plan" means a plan prepared in accordance with the standards set out in Schedule "A".

"Tree Risk Assessor" means an **Arborist** who holds the International Society of Arboriculture's TRAQ.

"Tree Survey" means a survey prepared in accordance with the standards set out in Schedule "A".

"Zoning Bylaw" means the **District Zoning Bylaw No. 1255, 2011**.

2. APPLICATION AND INTERPRETATION

- 2.1 This Bylaw applies to all lands under the jurisdiction of the **District**.
- 2.2 Any calculation of the number of **Trees** under this Bylaw which produces a requirement for part of a **Tree** shall be rounded up to the next highest integer.
- 2.3 All words and phrases that are not defined in this Bylaw must be construed in accordance with the meanings assigned to them in other bylaws, the *Community Charter*, the *Local Government Act* and the *Interpretation Act* as the context and circumstances require.
- 2.4 A reference to a statute in this bylaw refers to a statute of the Province of British Columbia, and a reference to any bylaw, enactment, publication or standard refers to that bylaw, enactment, publication or standard as it may be amended, consolidated or replaced from time to time.
- 2.5 Words in the singular include the plural, and gender specific terms include both genders and corporations.
- 2.6 Headings in this bylaw are for convenience only and do not define or limit the scope or intent of this bylaw.
- 2.7 A reference to a section number is a reference to a section number in this bylaw unless otherwise indicated.

3. PROHIBITIONS

- 3.1 Except where an exemption under section 4 applies, no person shall **Cut, Damage or Remove** any **Tree or Protected Tree** or cause, suffer or permit any such **Tree or Protected Tree** to be **Cut, Damaged or Removed**, unless a **Tree Permit** has been issued and the activity is carried out strictly in accordance with the **Tree Permit**.
- 3.2 No person shall fail to comply with the requirements of this Bylaw.
- 3.3 No person shall alter, falsify, or otherwise misrepresent any information on **Tree Permit** or application.
- 3.4 No person shall **Cut, Damage or Remove** any **Tree**, the **Removal** of which requires a **Development Permit** under the **Official Community Plan**, prior to the issuance of a **Development Permit**.

4. EXEMPTIONS

- 4.1 This Bylaw does not apply to:
 - (a) **Trees** that are **Cut or Removed** within the Agricultural Land Reserve established under the *Agricultural Land Commission Act*, provided that the **Owner** files with the **District** a commissioned affidavit and an **Arborist Report** verifying that the purpose of **Cutting or Removal** of a **Tree** is to enable the land on which the **Trees** are growing to be used for an **Agricultural Use** and that the **Agricultural Use** cannot be located elsewhere on the lot so as to accommodate the **Tree**;
 - (b) **Pruning of Trees or Hedges** when the **Pruning** is done in accordance with **Sound Arboricultural Practice**;
 - (c) **Trees** that are **Cut or Removed**, pursuant to the *Hydro and Power Authority Act* or the *Pipeline Act*;
 - (d) **Trees** that are **Cut or Removed** by a qualified land surveyor pursuant to the *Land Surveyors Act* when **Cutting** survey lines of a width of less than 2 metres (6.5 feet);
 - (e) **Trees** that are **Cut, Damaged or Removed** pursuant to works undertaken by the **District** or its authorized agents;
 - (f) **Trees** on property owned by either the Government of Canada or the Province of British Columbia that are **Cut or Removed** by that entity or its authorized agents;

- (g) **Trees** on the property located in the area zoned as Private Common Area/Open Space Zone (P5) in the **Zoning Bylaw** and which are located on common property of the Eagle Ridge Strata (Plan VIS 1579) or Wood Creek Strata (VIS 768) (both “Exempt Stratats”), for so long as the Exempt Strata has in place strata bylaws or a covenant registered against title restricting the **Cutting of Trees** and **Protected Trees** on common property to the satisfaction of the Director;
- (h) **Trees** that are **Cut** or **Removed** to ensure airport navigational safety;
or
- (i) Re-topping of a tree that does not cause **Damage** to the tree.

5. EMERGENCY REMOVAL OF TREES

- 5.1 In the event that a **Tree** is in imminent danger of falling and injuring persons or property due to natural causes, and it is not possible to obtain a **Tree Permit** prior to the **Tree** falling, the **Owner** may **Cut** the **Tree** or have it **Cut** but shall report the **Cutting** to the **Director** within the next business day. The **Owner** shall not **Remove** the **Tree** from the lot until the **District** has visited the lot and confirmed that the **Tree** was in imminent danger of falling and injuring persons or property. If the **District** determines that the **Tree** was not in imminent danger, or was in imminent danger, but due to reasons other than natural causes, the **District** may impose a penalty on the **Owner** in accordance with section 16.

6. REMOVAL OF HAZARDOUS TREES OR BRANCHES

- 6.1 The **Director** may, by providing written notice to such person, require that an **Owner** of a lot trim, **Remove**, or **Cut** any **Trees**, **Hedges**, bushes or shrubs on the lot that the **Director** considers to be:
- (a) a hazard to the safety of persons on public land; or
 - (b) likely to damage public property.
- 6.2 If the **Director** requires, by providing notice to such person, that an **Owner** of a lot trim or **Remove** a **Tree**, the **Director** may waive or reduce the **Tree Permit** fee and the **Replacement Tree** requirement.

7. TREE PERMITS

- 7.1 Prior to **Cutting**, **Damaging** or **Removing** a **Tree** or a **Protected Tree**, applicants must apply to the **District** for a **Tree Permit** using the prescribed application form.

- 7.2 A **Tree** or a **Protected Tree** may only be **Cut, Damaged** or **Removed** where its **Owner** holds a valid and subsisting **Tree Permit** to do so.
- 7.3 The **Director** may issue a **Tree Permit** to **Cut** or **Remove** a **Tree**, other than a **Protected Tree**, in the following circumstances:
- (a) the lot of land will retain the number of **Trees** or **Protected Trees** required to meet the **Tree Minimum**; and
 - (b) not more than 12 **Trees** per hectare (5 **Trees** per acre) per calendar year are being **Removed** in a contiguous group.
- 7.4 In addition to 7.3, the **Director** may issue a **Tree Permit** to **Cut** or **Remove** a **Tree** or a **Protected Tree** in the following circumstances:
- (a) the **Tree** or **Protected Tree** will be critically impacted by the construction of a principal building;
 - (b) the **Tree** or **Protected Tree** will be critically impacted by a building, structure or other improvement that is not a principal building (the "Installation") and it is not possible to modify or relocate the Installation elsewhere on the lot in order to retain the **Tree** or **Protected Tree**;
 - (c) it is a **High or Extreme Risk Tree** or has an imminent likelihood of failure and the risk or likelihood of failure cannot be mitigated other than by **Cutting, Damaging** or **Removing** the **Tree** where no building permit is required, the construction, building or other such site alteration, cannot be modified or relocated on the lot in order to retain the **Tree** or **Protected Tree**;
 - (d) it is dead or more than fifty (50) percent of its **Crown** is dead;
 - (e) it is of a species that is a regulated invasive plant or unregulated invasive plant of concern in British Columbia as declared by the Province or the Invasive Species Council of BC;
 - (f) it is situated within two (2) metres of an existing foundation wall permitted pursuant to the **Zoning Bylaw**, as measured from the outer stem of the **Tree** at 1.4 metres up the stem, to the foundation;
 - (g) The **Tree** is causing damage to a structure or infrastructure and the damage cannot be mitigated other than by **Cutting, Damaging** or **Removing** the **Tree**, as determined by the **Director** or a **Qualified Professional Engineer** with the approval of the **Director**; or
 - (h) it poses a wildfire hazard to the property and the wildfire hazard cannot be reduced or eliminated other than by **Removing** the **Tree** as determined by a **Qualified Professional Forester** and to the satisfaction of the **Director**.

8. TREE PERMIT APPLICATION

- 8.1 Applications for **Tree Cutting, Damage or Removal** shall be made in the form prescribed for that purpose by the **Director** and available on the **District's** website.
- 8.2 In addition to 8.1, the **Director** may require the applicant to provide any of the following documents:
- (a) Where the lot is subject to a permit application related to development:
 - (i) an **Arborist Report**, a **Tree Survey**, a **Tree Management Plan**, and a **Tree Replacement Plan**, or any one or other combination of the foregoing;
 - (ii) preliminary lot grading and servicing;
 - (iii) written confirmation and photo documentation by an **Arborist** that **Tree** protection fencing is in place and constructed in accordance with Schedule “B”; and
 - (iv) a letter of undertaking, in the form prescribed for that purpose by the **Director**, from an **Arborist** and the **Owner** to the **District**.
 - (b) Where the **Tree** is a **High or Extreme Risk Tree**, a written report from a **Tree Risk Assessor**;
 - (c) Where the **Director** considers that the proposed **Cutting, Removal or Damage** could result in:
 - (i) slope destabilization or landslip, flooding or erosion;
 - (ii) adverse impacts on retained **Trees** or adjacent properties;
 - (iii) risk of blowdown;
 - (iv) risk of personal injury, or **Damage** to property; or
 - (v) detrimental effects on watercourses, fish or wildlife habitat, or other important environmental features or functions;

a report by a **Qualified Professional** addressing those risks and certifying that, if carried out in accordance with recommendations in the report, the risks may be minimized, and how they can be minimized.
 - (d) Other information that the **Director** determines is necessary to adequately describe the nature and extent of the proposed **Cutting, Damage or Removal**.
- 8.3 A **Tree Permit** holder may apply in writing to the **Director** for an amendment or extension of their **Tree Permit** before the date that the permit expires as set out in section 9.9. If a **Tree Permit** lapses before an

application to the **Director** for an amendment or extension, a **Tree Permit** holder must obtain a new **Tree Permit** from the **Director**.

9. REQUIREMENTS FOR TREE PERMITS

- 9.1 The **Director** may issue, amend or extend a **Tree Permit** if:
- (a) the **Director** has approved any document or information that was required by the **Director** in accordance with this Bylaw;
 - (b) the applicant has paid all applicable fees prescribed in the **Fees and Charges Bylaw**;
 - (c) the applicant has provided any security required in accordance with sections 10.3(c) or 12.5;
 - (d) the applicant has paid any cash-in-lieu or compensation for **District Trees** in accordance with sections 12.2 and 12.3; and
 - (e) all other conditions of this Bylaw have been met.
- 9.2 Notwithstanding, Section 9.1, the **Director** may renew a **Tree Permit** a maximum of two times.
- 9.3 The **Director** may include conditions regarding the **Cutting, Removal, replacement or retention of a Tree in a Tree Permit**, and the **Tree Permit** holder and the **Owner** must ensure compliance with those conditions.
- 9.4 If the **Director** extends or modifies a **Tree Permit**, all terms and conditions set out in the original **Tree Permit** shall apply to each extension or modification of the **Tree Permit**, except:
- (a) as expressly amended or modified by the extension or modification form; and
 - (b) that the applicant may be required to provide additional protection security in accordance with sections 10.3(c) or 12.5.
- 9.5 If circumstances on the site or requirements pursuant to this Bylaw have changed significantly, or it is impractical to extend or modify a permit, the **Director** may require the **Tree Permit** holder to apply for a new **Tree Permit**.
- 9.6 After reviewing an application, the **Director** may do any of the following:
- (a) Issue, amend or extend a **Tree Permit** subject to conditions; or
 - (b) refuse to issue, amend or extend a **Tree Permit** and provide written notice of the reasons for refusal within 15 days of the date of refusal.
- 9.7 The **Director** may refuse a **Tree Permit** if:

- (a) the application appears to be in contravention with this Bylaw or another bylaw of the **District**;
- (b) it is the **Director**'s opinion that the issuance of a **Tree Permit** would be contrary to the **Official Community Plan**;
- (c) the application appears to be in contravention with a provincial Act or Regulation or a federal Act;
- (d) the **Cutting, Damage** or **Removal** would create a hazard to any adjacent property or other **Tree** in the vicinity;
- (e) the **Director** is not satisfied that the standards and requirements of this Bylaw or the **Tree Permit** are being met, or that they can effectively be met; or
- (f) The applicant fails to comply with the requirements of this Bylaw.

9.8 The **Director** may suspend or cancel a **Tree Permit** if:

- (a) the **Tree Permit** holder or the **Owner** fails to comply with a term or condition of the **Tree Permit**,
- (b) the application for the **Tree Permit** contains misleading, inaccurate, incomplete or erroneous information or omits information required under this Bylaw;
- (c) it is the **Director**'s opinion that the issuance of a **Tree Permit** would be contrary to the **Official Community Plan**; or
- (d) the **Tree Permit** holder or the **Owner** fails to comply with this Bylaw.

9.9 The amount of time for which a **Tree Permit** is valid is as follows:

- (a) where the **Tree Permit** is issued concurrent with a permit application related to development, two years from the date of **Tree Permit** issuance; and
- (b) for all other permits, one year from the date of issuance.

10. TREE PROTECTION AND MANAGEMENT CONDITIONS

10.1 Upon issuance, the holder of a **Tree Permit** must:

- (a) display a copy of the **Tree Permit** on the subject property at least 48 hours before commencing **Tree Cutting, Removal** or **Damage** in an accessible, visible location acceptable to the **Director**; and
- (b) identify with a flag, paint, survey tape or other similar markers each **Tree** to be **Removed**.

10.2 All work authorized by a **Tree Permit** shall be conducted by the **Owner** or by a **Tree** service company that has a valid business license to work within the **District**.

10.3 If in the **Director's** opinion it is necessary based on the proximity of **Trees** on a lot to adjacent construction, demolition, excavation, or installation of works and services, the **Director** may require the **Owner** to:

- (a) install and maintain **Tree** protection fencing around the **Protected Root Zone** of the **Tree** or **Protected Tree**, in accordance with Schedule "B",
- (b) implement alternative protective measures approved by the **Director**, or
- (c) remit a protection security of \$1,000 per **Tree** and \$3,000 per **Significant Tree** up to a maximum of \$50,000 per lot when construction, demolition, excavation, or installation of works and services may **Damage a Tree** or **Protected Tree**.

10.4 The protection security in section 10.3(c), if applicable, may be:

- (a) submitted in the form of cash, cheque, irrevocable letter of credit, bank draft or in a form satisfactory to the **Director**;
- (b) returned to the permit holder once all of the following conditions are satisfied:
 - (i) all construction, demolition, excavation, or installation of works and services on the site is complete;
 - (ii) a final occupancy permit for a building or structure on the lot has been issued by the **District**, if applicable; and
 - (iii) the applicant's **Arborist** has provided an **Arborist Report**, to the satisfaction of the **Director**, including photographs, monitoring dates and supervision memos as evidence confirming that the **Trees** or **Protected Trees** have not been **Damaged** in violation of this Bylaw and have been properly protected and maintained in accordance with this Bylaw and the **Tree Permit**; or
- (c) transferred to the **Tree Replacement Fund** if all of the requirements for release of security have not been satisfied within the earlier of:
 - (i) two years from the date that all construction, demolition, excavation, or installation of works and services on the site is completed,
 - (ii) two years from the date that a final occupancy permit has been issued for a building or structure on the lot, or
 - (iii) two years from the date of issuance of the **Tree Permit**, unless the **Tree Permit** has been extended in accordance with the provisions of this Bylaw.

- 10.5 The **Director** may require the **Owner** to submit an impact assessment report by an **Arborist** detailing observed or suspected **Damage** and recommending mitigation options for a **Protected Tree**. The **Director** may require such a report to obtain further information on any of the following:
- (a) whether a **Tree** or **Protected Tree** was significantly **Damaged** in violation of this Bylaw;
 - (b) whether a **Tree** or **Protected Tree** that was **Damaged** will survive or be safe to retain; or
 - (c) whether mitigation of the **Damage** can improve the health of the **Tree** or **Protected Tree**.
- 10.6 If a **Tree** or **Protected Tree** is **Cut, Removed** or **Damaged** in violation of this Bylaw, and the **Tree** will not survive or is not safe to retain, the **Director** may retain the full security amount that was provided for the **Tree**, if applicable, and such money shall be placed in the **Tree Replacement Fund**.
- 10.7 If a **Protected Tree** is significantly **Damaged** in violation of this Bylaw, and the **Tree** will survive and be safe to retain, the **Director** may:
- (a) require that the **Owner** have mitigation work completed by an **Arborist**, if mitigation of the **Damage** may improve the health or structure of the **Tree**; or
 - (b) retain 50% of any security amount that was provided for the **Tree** and place it in the **Tree Replacement Fund**, if the **Director** is not satisfied that either the mitigation of the **Damage** can improve the health or structure of the **Tree** or that the **Owner** will have an **Arborist** perform the mitigation work.
- 10.8 When a **Tree** or **Protected Tree** has been **Cut, Damaged** or **Removed** in violation of this Bylaw, the trunk, limbs, roots and other remains of the **Tree** shall not be **Removed** from the lot until an investigation and assessment by the **Director** is complete and the **Removal** is expressly authorized by the **Director**.
- 10.9 Notwithstanding any of the requirements of this section, an **Owner** that **Cuts, Damages** or **Removes** a **Tree** or **Protected Tree** in violation of this Bylaw remains subject to penalties pursuant to this Bylaw.
- 10.10 Every **Owner** of a property where a **Tree** protection fence is required must ensure that, throughout the entire period of construction, demolition, excavation, or installation of works and service, the fence:
- (a) is maintained in accordance with Schedule “B”; and

- (b) remains in place, unless the **Director** is satisfied that the **Tree** protection fence is no longer necessary and has authorized, in writing, its **Removal** at an earlier time.
- (c) A person must not **Damage**, destroy, or alter an authorized **Tree** protection fence.

10.11 Notwithstanding subsections 10.3(a), 10.10, and 10.10(c), the **Director** may authorize the temporary **Removal** or relocation of the **Tree** protection fence to allow work to be done within or near a **Protected Root Zone**. Such authorization must be in writing, and may include conditions such as requiring the applicant to provide:

- (a) An **Arborist Report** from the applicant's **Arborist**, satisfactory to the **Director**, setting out the reasons and proposed duration for such **Removal** or relocation; and
- (b) a signed letter of undertaking from the applicant's **Arborist**, in the form prescribed for that purpose from time to time by the **Director**, confirming that the applicant's **Arborist** will be on site and supervising all such work.

and thereafter, the applicant shall only **Remove** or relocate the **Tree** protection fencing in accordance with the approved report and at those times during which the applicant's **Arborist** will be on site and supervising all such work.

11. MEETING THE TREE MINIMUM WITH DEVELOPMENT

11.1 Where the lot is subject to a subdivision permit application, the applicant will be required to achieve the **Tree Minimum** on each lot:

- (a) by requiring the retention of **Trees** or **Protected Trees**;
- (b) by requiring the **Owner** to provide and maintain **Replacement Trees**;
or
- (c) where the **Director** determines that it is not feasible or desirable to require **Replacement Trees** on the same lot on which the **Trees** were **Removed**, by requiring the **Owner** to pay \$700 into the **District's Tree Replacement Fund** for each **Replacement Tree** that will not be planted.

11.2 For the purpose of calculating whether a lot retains the **Tree Minimum**:

- (a) each **Tree** or **Protected Tree** that is retained, other than a **Significant Tree**, shall count as one **Tree**; and,
- (b) each **Significant Tree** that is retained shall count as three **Trees**.

11.3 A **Tree** or **Protected Tree** must be in good health and must not be a **High or Extreme Risk Tree** in order to be counted towards the **Tree Minimum**.

12. REPLACEMENT TREE CONDITIONS

12.1 Where the **Director** has issued a **Tree Permit**, a **Tree Permit** holder shall plant two **Replacement Trees** for each **Protected Tree** and **Tree** that is allowed to be **Removed**, up to a maximum total number of **Replacement Trees** that achieves the **Tree Minimum** for the lot.

12.2 Notwithstanding 11.1 and 12.1:

- (a) each **Significant Tree** that is **Removed** shall require three **Replacement Trees**, except where a lot achieves a tree density of 50 **Significant Trees** per hectare (20 **Significant Trees** per acre);
- (b) each **Tree** that is **Removed** within an area designated in the **Official Community Plan** as a Development Permit Area for the protection of the natural environment shall require two **Replacement Trees** of a native species that is likely to flourish on the site and is acceptable to the **Director**;
- (c) each **District Tree Removed** shall require the **Tree Permit** holder to compensate the **District** with the cash value in accordance with Schedule “D”; and,
- (d) no **Replacement Trees** or cash value will be required when the **Tree** or **Significant Tree** that is **Removed** is a **High or Extreme Risk Tree**, dead, a wildfire hazard under section 7.4(h) or is of a species that is a regulated invasive plant or unregulated invasive plant of concern in British Columbia as declared by the Province or the Invasive Species Council of BC.

12.3 If, in the opinion of the **Director**, the lot cannot accommodate one or more of the required **Replacement Trees** on the same lot on which the **Trees** were **Removed**, the **Owner** shall provide to the **District** a cash-in-lieu payment of \$250 for each required **Replacement Tree** that cannot be accommodated on the lot, which cash-in-lieu payment is to be placed into the **Tree Replacement Fund**.

12.4 Notwithstanding 12.3, where the lot is subject to a subdivision permit application, the applicant shall provide a cash-in-lieu payment of \$700 for each required **Replacement Tree** that cannot be accommodated on the lot, which cash-in-lieu payment is to be placed into the **Tree Replacement Fund**.

- 12.5 If **Replacement Trees** are required, the **Owner** shall provide security in the amount of \$250 for each **Replacement Tree** to be planted and maintained.
- 12.6 Notwithstanding 12.5, where the lot is subject to a subdivision permit application, the applicant shall provide security in the amount of \$700 for each **Replacement Tree** to be planted and maintained, except for those **Replacement Trees** covered by a landscaping bond as part of a **Development Permit**.
- 12.7 The security in section 12.5 or section 12.6 may be submitted in the form of cash, cheque or irrevocable letter of credit, bank draft or in a form satisfactory to the **Director**.
- 12.8 Full security for each **Replacement Tree** held by the **District** will, upon application by the **Owner**, be returned to the permit holder upon confirmation by the **Director** that each **Replacement Tree** was planted and is in a healthy condition on the date specified in section 12.9.
- 12.9 Every **Owner** required to plant a **Replacement Tree** must plant it by the following deadline:
- (a) where the **Tree Permit** is issued in support of a permit application related to development, the within the earlier of
 - (i) one year from the date that the final occupancy permit is issued for the building or structure on the lot, or
 - (ii) four years from the date of **Tree Permit** issuance, unless the **Tree Permit** has been extended in accordance with the provisions of this Bylaw; or
 - (b) for any other **Tree Permit** application, one year from the date of permit issuance.
- 12.10 **Replacement Trees** must be planted on the same lot where they were **Removed** unless the **Owner** made a cash-in-lieu payment in accordance with section 12.3.
- 12.11 Every **Owner** required to plant a **Replacement Tree** must plant and maintain each **Replacement Tree** in accordance with **Sound Arboricultural Practice**, the **Tree Permit**, any **Tree** replacement plan required, the requirements Schedule “C”, and the latest edition of the CNLA/CSLA “Canadian Landscape Standard”.
- 12.12 If any **Owner** fails to plant a **Replacement Tree** when required to do so by this Bylaw or a **Tree Permit**, the **District** may retain all security held by the **District** for that **Replacement Tree**, and such money shall then be used for the planting of a **Tree** on another site to replace the **Tree** canopy lost.

13. INSPECTIONS AND ENFORCEMENT

- 13.1 The **Director** or a **District** employee authorized by the **Director** may enter at all reasonable times on any property to make an assessment or inspection for any purpose under this Bylaw.
- 13.2 A person must not prevent or obstruct, or attempt to prevent or obstruct, an entry authorized under 13.1.
- 13.3 If a person has caused or allowed a **Tree** or **Protected Tree** to be **Cut, Damaged** or **Removed** in contravention of this Bylaw or contrary to a **Tree Permit**, or if the information supplied by the applicant in the application for a **Tree Permit** is determined to be misleading, inaccurate, incomplete or erroneous, without limiting other enforcement action under this Bylaw, the **Director** may issue and post at the lot a Stop Work notice requiring the **Owner** and all persons having notice of the Stop Work notice to immediately stop **Tree Cutting** and activity causing **Damage** and all work within the **Protected Root Zone** of the affected **Tree** on the lot until otherwise authorized to continue in writing by the Director.
- 13.4 A person must not fail to comply or permit any action or thing to be done in contravention of any order or notice issued by the **Director**.
- 13.5 The **Owner** of a lot on which a Stop Work notice has been posted, and every other person having knowledge of the Stop Work notice shall immediately cease all **Tree Cutting** and activity causing **Damage** and all work within the **Protected Root Zone** of the affected **Tree**, and shall not resume until all applicable provisions of this Bylaw have been complied with and the Stop Work notice has been rescinded by the **Director**.

14. APPEAL

- 14.1 The **Owner** of a lot on which a **Tree** is subject to a decision by the **Director** may request that Council reconsider the decision or any condition attached to the decision in accordance with this section.
- 14.2 If an **Owner** would like Council to reconsider a decision of the **Director**, the **Owner** shall deliver written notice to the Chief Administrative Officer of the Owner's request to have Council reconsider the decision within thirty (30) days of receiving the decision. The written request for reconsideration must include the following information:
- (a) The name and contact information for the **Owner**;
 - (b) A description of the decision of the Director that the **Owner** is asking Council to reconsider;

- (c) The legal description and civic address of the lot owned by the **Owner**; and
- (d) The reasons why the **Owner** wishes for Council to reconsider the decision of the Director.

14.3 An **Owner** may apply, in accordance with the **Board of Variance Bylaw**, to the board of variance for an order under section 542 of the *Local Government Act*. Unless otherwise ordered by the Board of Variance, an **Owner** who receives an order from the Board of Variance which permits a minor variance to the requirements of this Bylaw shall provide to the **District** a cash-in-lieu payment of \$250 for each **Tree** permitted to be removed in contravention of this Bylaw, which cash-in-lieu payment is to be placed into the **Tree Replacement Fund**.

15. OFFENCE

15.1 Any person who:

- (a) violates or fails to comply with any provision of this Bylaw;
- (b) submits misleading, inaccurate, incomplete or erroneous information to the District in order to qualify for an exemption or obtain a **Tree Permit**;
- (c) permits, suffers or allows any action or thing to be done in violation of this Bylaw; or
- (d) fails or neglects to do anything required to be done under this Bylaw, contravenes this Bylaw, and when the contravention is a continuing one, each day that the contravention continues constitutes a separate contravention, and when the contravention **Damages** more than one **Tree**, the **Damages** to each **Tree** constitutes a separate contravention.

15.2 Any person who contravenes this bylaw commits an offence and upon conviction by way of a proceeding under the *Offence Act* is liable to a penalty of up to fifty thousand dollars (\$50,000.00) for each offence and the costs of prosecution.

15.3 This bylaw may be enforced by the issuance of a municipal ticket information under the **Municipal Ticketing Information Bylaw**.

16. PENALTY

16.1 In the event that the **Owner** of the lot fails to pay the costs of compliance before the 31st day of December in the year following the year that the compliance was effected by the **District**, the costs shall be added to and form part of the taxes payable on the lot as taxes in arrears.

16.2 Other than a municipal ticket information issued under the **Municipal Ticketing Information Bylaw**, every person convicted of an offence under this Bylaw shall be liable as follows:

- (a) subject to subsections (b) and (c), the minimum penalty for an offence under this Bylaw is a fine of not less than \$500.00, and not more than \$50,000.00, per **Tree**;
- (b) any person who commits an offence under this Bylaw that results in the **Removal**, death or other loss of a **Tree** or **Protected Tree** is subject to a fine of not less than \$5,000.00, and not more than \$50,000.00, per **Tree**; and
- (c) any person who commits an offence under this Bylaw that results in the loss of a **Significant Tree** is subject to a fine of not less than \$10,000, and not more than \$50,000, per **Tree**.

16.3 The penalties for a municipal ticket information issued under the **Municipal Ticketing Information Bylaw** shall be as set out in the **Municipal Ticketing Information Bylaw**.

17. GENERAL PROVISIONS

17.1 The provisions of this Bylaw are severable and the invalidity of any part of this Bylaw shall not affect the validity of the remainder of this Bylaw.

18. CITATION

18.1 This Bylaw may be cited as “**District** of North Saanich **Tree** Protection Bylaw No. 1548, 2022”.

19. REPEAL

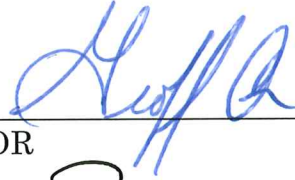
19.1 District of North Saanich Tree Protection By-law No. 935, 1999 and all bylaws amending the said bylaw are hereby repealed.

READ A FIRST TIME the 20 day of September, 2022.

READ A SECOND TIME the 20 day of September, 2022.

READ A THIRD TIME the 20 day of September, 2022.

FINALLY PASSED AND ADOPTED the 3rd day of October, 2022.



MAYOR



CORPORATE OFFICER

Schedule “A”

Tree Survey, Tree Management Plan, Arborist Report and Tree Replacement Plan Standards for Applications Related to Development

A. Tree Survey

1. The purpose of the tree survey is to accurately locate the position of the **Trees** that may be impacted by the proposed work on or adjacent to a lot, to establish Ownership and to accurately establish the **Protected Root Zones** of all **Trees** and **Tree** protection requirements for **Tree** retention during development. The tree survey should be used as the base for the **Tree** management plan.
2. The tree survey must comply with the following requirements:
 - a. The tree survey must be based on a legal survey of the lot, completed by a registered BCLS surveyor.
 - b. All dimensions included on the tree survey must be metric.
 - c. The tree survey must be a scaled drawing, legible at 11” x 17” and include the following:
 - i. The locations and type of all existing and proposed utilities entering or immediately adjacent to the subject lot(s) comprising the site.
 - ii. Legal description; rights-of-way, covenant areas, easements, existing and proposed property lines; existing and proposed building footprints and excavation zones; walkways, patios, driveways and access; existing and proposed grades at each of the four corners of the subject site; water, storm and sanitary sewer lines; Hydro, telephone and gas lines; plus any proposed or existing service kiosks must also be shown.
 - iii. A sufficient number of elevation points so that areas where **Cuts** or fills are required can be identified on future grading plans and the **Tree Management Plan**.
 - iv. The location and diameter at breast height (DBH) of all:
 - **Trees** and **Protected Trees** on the subject lot,
 - **Trees** on the **District** frontage and any other **District Trees** that may be impacted, and
 - **Trees** and **Protected Trees** on adjacent properties with **Protected Root Zones** or tree canopies extending onto the subject lot, or that would otherwise require tree protection.
 - v. The type (i.e., coniferous or deciduous) of all **Trees**.
 - vi. A title block with north arrow, scale, date, surveyor or professional engineer’s seal and company name.
 - vii. A legend to identify symbols is required. Revised plans must be dated.

B. Tree Management Plan

1. The purpose of submitting the **Tree Management Plan** is to show the location of **Trees** along with their canopy spread and **Protected Root Zones** in relation to proposed changes, so potential impacts can be analyzed and **Trees** can be identified as retained or **Removed**. Additionally, the **Tree Management Plan** is used to show where tree protection fencing, **Arborist** supervision, ground protection or other mitigation measures are required.
2. The **Tree Management Plan** must comply with the following requirements:
 - a. It must be prepared with the **Tree Survey** as its basis and include the location of all inventoried **Trees**.
 - b. It must be prepared by an **Arborist**.
 - c. It must show all proposed changes including buildings, landscaping, hardscaping, and frontage works.
 - d. It must show **Trees** to be **Removed**, indicated with a bold X through the survey point.
 - e. It must show **Trees** to be retained, indicated at the survey point with a circle symbol and the **Protected Root Zone** must be indicated with a bold, scaled, solid-line circle.
 - f. It must show any works requiring **Arborist** supervision or tree protection recommendations and indicate the location where they apply.
 - g. It must include a title block with north arrow, scale, date and company name, and a legend to identify symbols, all dimensions in metric.
 - h. It must identify all inventoried onsite **Trees** with unique, reference ID numbers, in accordance with the **Arborist Report**.
 - i. It must identify **Trees** on adjacent properties in reports and plans as ‘Offsite’ trees with unique numbers (OS-##), and **District Trees** with unique numbers (D-##).
 - j. It must date all plans and revisions.
3. The applicant must provide the **Arborist** with up-to-date drawings and inform the **Arborist** of any details for proposed changes to plans throughout all stages of the development.

C. Arborist Report

1. The purpose of the **Arborist Report** is to provide the necessary information to determine suitable **Trees** for preservation, and to prescribe **Tree** protection and mitigation measures, including the definition of specific areas and activities requiring **Arborist** supervision.
2. The **Arborist Report** must comply with the following requirements:
 - a. It must be prepared by an **Arborist** who is also a **Tree Risk Assessor**.

- b. It must include a title page/introduction to include: Name of **Arborist** and company, **Arborist** ISA certification number, address, project and proponent information, project background and consultant’s assignment, general site observations including aerial context photo;
- c. It must include a description of proposed work and, when applicable, proposed development on the lot including all hardscape, landscape, hydrology and grade changes, all proposed frontage work, and all underground and overhead utility services.
- d. It must include the following **Trees**:
 - i. **Trees** and **Protected Trees** on the subject lot,
 - ii. **Trees** on the **District** frontage and any other **District Trees** that may be impacted, and
 - iii. **Trees** and **Protected Trees** on adjacent properties with **Protected Root Zones** or Tree canopies extending onto the subject lot, or that would otherwise require tree protection.
- e. It must include a tree inventory in table format with species, **DBH**, canopy diameter, condition, location, retention suitability, tag number, and comments about proposed site plan in relation to potential **Tree** impacts. Comments should address tree **Removal**, grading plan, site servicing, building elements and landscape grading, soil preparation, proposed hardscape, irrigation and lighting elements, **Pruning** requirements, retention/**Removal** recommendation including comments for **Tree** protection measures and the **Protected Root Zone**.
- f. It must include, when relevant, **Tree** risk assessment for **Trees** on the subject lot (or other areas at the discretion of the **Tree Risk Assessor**) in a table format with **High or Extreme Risk Trees** summarized using the International Society of Arboriculture (ISA) Tree Risk Assessment Qualification (TRAQ) criteria. **Tree Risk Assessors** should use a two-year time frame to determine the probability of failure.
- g. It must include a tree retention and **Removal** summary table by **Trees** and **Protected Tree** type.
- h. It must include a tree replacement summary table calculating the total **Trees** required on site. For sites required to meet the **Tree Minimum**, the table should include credits for retained **Trees** on-site, credits for **Replacement Trees** on-site and any **Replacement Tree** deficit.
- i. It must include a list of other consulting agency documents that inform the tree assessment, including the version and date of such documents (e.g., lot layout plans, servicing plans, biologist reports).
- j. In must include site photos that:
 - i. capture the context of inventoried **Trees** on the site,

- ii. capture individual **Trees** when there are specific considerations or conditions of concern for that **Tree** that are addressed in the **Arborist Report**,
 - iii. are labelled as numbered figures with captions describing any numbered **Tree** tags, direction of photo, and description of what it is pictured, and
 - iv. are marked up with **Tree** tag numbers for each **Tree** if multiple **Trees** are shown.
- k. Date all revisions.

D. Tree Replacement Plan

1. The purpose of the replacement tree plan is to show where new **Trees** will be planted on site as replacements for **Protected Trees**. It must identify all **Protected Trees** that are to be retained, and the species and location of all proposed **Replacement Trees**.
2. The **Replacement Tree** plan must:
 - a. Be prepared by an **Arborist** or landscape architect.
 - b. Show **Trees** to be retained.
 - c. Show the location and species of proposed **Replacement Trees** consistent with the requirements in Schedule “C”.
 - d. Include a title block with north arrow, bar scale, date and company name, and a legend to identify symbols.
 - e. Date all plans and revisions.

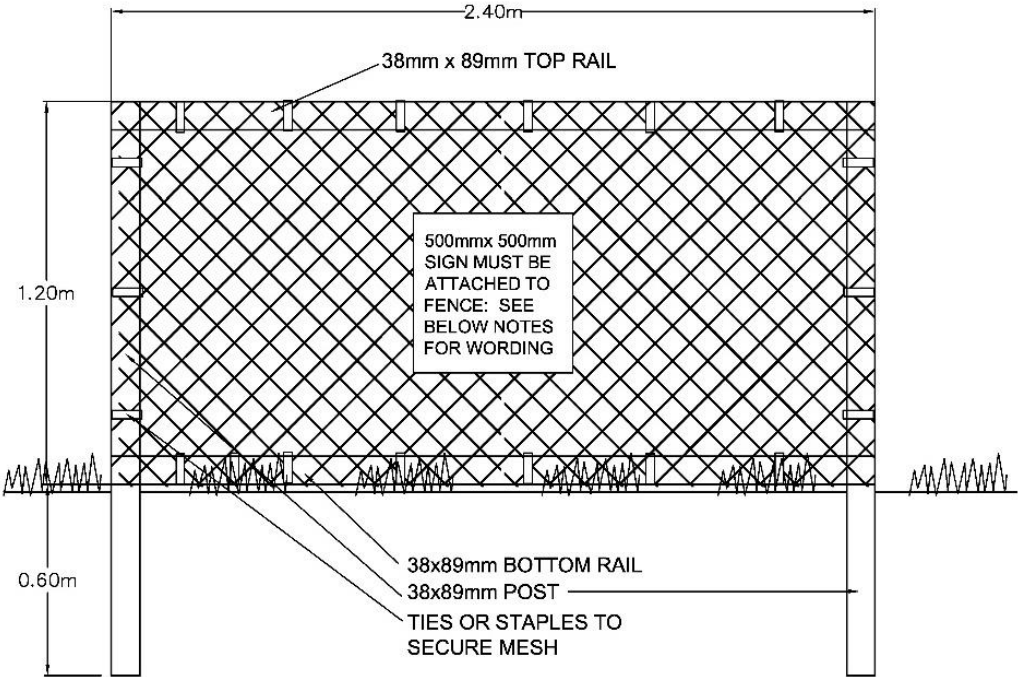
Schedule “B”

Tree Protection Fencing Specifications

The requirements for tree protection barriers are as follows:

1. The barrier must be placed around the outside of the **Protected Root Zone** of the **Tree**, or as approved by the **Director**; and
2. The barrier must meet the following specifications:
 - a. The fence will be constructed using 38 x 89 mm (2” x 4”) wood frame for top, bottom and posts (in rocky areas, metal posts (t-bar or rebar) drilled into rock will be accepted);
 - b. Use snow fencing mesh and secure to the wood frame with “zip” ties or galvanized staples; and
 - c. Have Attached a sign with minimum size of 407 mm x 610 mm (16” X 24’) with the following wording:
 - i. DO NOT ENTER- Tree Protection Zone (for retained trees) or;
 - ii. DO NOT ENTER- Future Tree Planting Zone (for tree planting sites).
 - iii. This sign must be affixed on every fence face or at least every 10 linear metres.

Below is an example showing an acceptable barrier:



Schedule “C”

Replacement Tree Stock and Planting Requirements

A. Size of stock

1. **Replacement Trees** must be:
 - a. Where the **Tree Permit** was issued in support of a permit application related to development, at time of planting, a minimum of 6.0 cm caliper for deciduous **Trees** and a minimum of 2.0 m in height for coniferous **Trees**, or
 - b. For all other sites, at time of planting, a minimum 4.0 cm caliper or 10 gallon pot size for deciduous **Trees** and a minimum of 1.5 m in height for coniferous **Trees**, except for the **Tree** species *Arbutus menziesii*, which must be contained in a #5 pot when acquired from a nursery or a landscaper-supplier.
2. Despite the above subsections, **Replacement Trees** may be of a comparable size approved by the **Director** if obtaining the above sizes is not possible.

B. Spacing

1. **Replacement Trees** must be planted:
 - a. At least 3.0 m away from a building foundation wall,
 - b. At least 1.0 m away from any property line of a lot, above and underground utility, driveway or other paved surface, and
 - c. In a location approved by the **Director**.
2. Every **Replacement Tree** must be spaced from existing **Trees** and other **Replacement Trees** in accordance with the table below to ensure the best chance of survival of the replacement and existing **Trees**.

Row #	Tree Size	Minimum spacing
1	Small Tree	2.0 m
2	Medium Tree	4.0 m
3	Large Tree	6.0 m

C. Timing of planting

1. **Replacement Trees** must be planted during the suitable local planting seasons generally defined as fall (September – November) and spring (February – April).

2. Despite the above subsection, where planting must occur outside of the prescribed time periods, then a strategy for ensuring the **Trees** are watered (in the summer) and appropriately cared for must be included as part of the **Tree Permit** application.

D. Replacement Species

1. The following types of **Trees** may be provided as **Replacement Trees**, and those types that identified as being native species are allowed as **Replacement Trees** within an area designated in the **Official Community Plan** as a Development Permit Area for the protection of the natural environment.

Genus	Species	Cultivated Variety	Common Name	Class	Size	Native species
Abies	nordmanniana		Nordmann fir	Conifer	Large	
Abies	balsamea		Balsam fir	Conifer	Medium	
Abies	fraseri		Fraser fir	Conifer	Medium	
Abies	grandis		Grand fir	Conifer	Large	Yes
Abies	concolor		White fir	Conifer	Medium	
Acer	macrophyllum		Big Leaf maple	Deciduous	Large	Yes
Acer	saccharum		Sugar maple	Deciduous	Large	
Acer	miyabei	Rugged Ridge	Rugged Ridge maple	Deciduous	Medium	
Acer	rubrum	Armstrong	Armstrong maple	Deciduous	Medium	
Acer	rubrum		Red maple	Deciduous	Medium	
Acer	saccharum	Legacy	Legacy sugar maple	Deciduous	Medium	
Acer	truncatum	Crimson Sunset	Pacific Sunset maple	Deciduous	Medium	
Acer	davidii		David's maple	Deciduous	Small	
Acer	truncatum		Shangtung maple	Deciduous	Small	
Acer	griseum		Paperbark maple	Deciduous	Small	
Aesculus	indica		Indian horse chestnut	Deciduous	Medium	
Aesculus	X carnea	Briotii	Red horse chestnut	Deciduous	Medium	
Alnus	rubra		Red alder	Deciduous	Large	
Arbutus	menziesii		Arbutus	Broadleaf evergreen	Medium	Yes
Betula	nigra	Dura Heat	Dura Heat birch	Deciduous	Medium	
Calocedrus	deccurens		Incense cedar	Conifer	Large	
Carpinus	betulus	Fastigiata	Pyramidal hornbeam	Deciduous	Medium	
Castanea	mollissima		Chinese chestnut	Deciduous	Medium	

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Genus	Species	Cultivated Variety	Common Name	Class	Size	Native species
Catalpa	bignonioides		Southern catalpa	Deciduous	Large	
Catalpa	speciosa		Northern catalpa	Deciduous	Medium	
Celtis	occidentalis		Common hackberry	Deciduous	Medium	
Cercidiphyllum	japonicum		Japanese katsura tree	Deciduous	Medium	
Chitalpa	tashkentensis		Chitalpa	Deciduous	Small	
Cladrastis	kentukea		American yellowwood	Deciduous	Medium	
Cladrastis	kentukea	Perkins Pink	Perkins Pink American yellowwood	Deciduous	Medium	
Cornus	nuttallii		Pacific dogwood	Deciduous	Medium	Yes
Cornus	X nuttallii		Eddie's white wonder	Deciduous	Medium	
Cornus	kousa	Satomi	Satomi dogwood	Deciduous	Small	
Cornus	X Venus	Venus	Venus dogwood	Deciduous	Small	
Corylus	colurna		Turkish filbert	Deciduous	Medium	
Crataegus	douglasii		Black hawthorn	Deciduous	Small	Yes
Cryptomeria	japonica		Japanese cedar	Conifer	Large	
Chamaecyparis	nootkatensis		Yellow cedar	Conifer	Large	
Davidia	involucrata		Hankerchief tree	Deciduous	Small	
Fagus	sylvatica	Asplenifolia	Fern leaved beech	Deciduous	Large	
Fagus	sylvatica	Pendula	Weeping beech	Deciduous	Large	
Fagus	sylvatica		European beech	Deciduous	Large	
Fagus	sylvatica	Riversii	Riversii beech	Deciduous	Medium	
Rhamnus	purshiana		Cascara	Deciduous	Small	
Fraxinus	americana	Autumn Purple	Autumn Purple white ash	Deciduous	Large	
Fraxinus	latifolia		Oregon ash	Deciduous	Large	
Fraxinus	pennsylvanica		Green ash	Deciduous	Large	

District of North Saanich – District of North Saanich Tree Protection Bylaw No. 1548, 2022

Genus	Species	Cultivated Variety	Common Name	Class	Size	Native species
Fraxinus	americana	Autumn Applause	Autumn Applause ash	Deciduous	Medium	
Ginkgo	biloba	Princeton Sentry	Princeton Sentry ginkgo	Deciduous	Large	
Ginkgo	biloba		Maidenhair tree	Deciduous	Large	
Gleditsia	triacanthos		Honey locust	Deciduous	Medium	
Gleditsia	triacanthos	Shademaster	Shademaster locust	Deciduous	Medium	
Gymnocladus	dioicus		Kentucky coffeetree	Deciduous	Large	
Gymnocladus	dioicus	Espresso	Espresso coffeetree	Deciduous	Large	
Juglans	nigra		Black walnut	Deciduous	Large	
Juglans	regia		English walnut	Deciduous	Large	
Koelreuteria	paniculata		Goldenrain tree	Deciduous	Small	
Larix	decidua		European larch	Deciduous conifer	Large	
Liquidambar	styraciflua		Sweetgum	Deciduous	Large	
Liquidambar	styraciflua	Worplesdon	Worplesdon sweetgum	Deciduous	Large	
Liriodendron	tulipifera	Arnoldii	Arnold tulip tree	Deciduous	Large	
Liriodendron	tulipifera		Tulip tree	Deciduous	Large	
Maackia	amurensis		Amur mackia	Deciduous	Small	
Magnolia	accuminata	Yellow Bird	Yellow Bird magnolia	Deciduous	Medium	
Magnolia	kobus		Kobus magnolia	Deciduous	Medium	
Magnolia	x Galaxy		Galaxy magnolia	Deciduous	Small	
Magnolia	grandiflora	Victoria	Victoria magnolia	Broadleaf evergreen	Small	
Malus	fusca		Pacific crabapple	Deciduous	Medium	Yes

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Genus	Species	Cultivated Variety	Common Name	Class	Size	Native species
Metasequoia	glyptostroboides		Dawn redwood	Deciduous conifer	Large	
Nyssa	sylvatica		Tupelo	Deciduous	Medium	
Ostrya	virginiana		Ironwood	Deciduous	Medium	
Oxydendrum	arboreum		Sourwood	Deciduous	Small	
Parrotia	persica		Persian ironwood	Deciduous	Small	
Parrotia	persica	Ruby Vase	Ruby Vase persian Ironwood	Deciduous	Small	
Phellodendron	amurense		Amur cork tree	Deciduous	Small	
Picea	abies		Norway spruce	Conifer	Large	
Picea	orientalis		Oriental spruce	Conifer	Large	
Pinus	densiflora		Japanese red pine	Conifer	Medium	
Pinus	thunbergii		Japanese black pine	Conifer	Medium	
Pinus	contorta	Contorta	Shore pine	Conifer	Medium	Yes
Pistacia	chinensis		Chinese pistache	Deciduous	Small	
Populus	tremuloides		Quaking aspen	Deciduous	Medium	Yes
Prunus	sargentii		Sargent's cherry	Deciduous	Small	
Pseudotsuga	menziesii		Douglas fir	Conifer	Large	Yes
Quercus	garryana		Garry oak	Deciduous	Large	Yes
Quercus	robur		English Oak	Deciduous	Large	
Quercus	bicolor		Swamp white oak	Deciduous	Large	
Quercus	coccinea		Scarlett oak	Deciduous	Large	
Quercus	dentata		Japanese Emperor oak	Deciduous	Large	

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Genus	Species	Cultivated Variety	Common Name	Class	Size	Native species
Quercus	macrocarpa		Bur oak	Deciduous	Large	
Quercus	phellos		Willow oak	Deciduous	Large	
Quercus	rubra		Red oak	Deciduous	Large	
Quercus	frainetto		Hungarian oak	Deciduous	Medium	
Quercus	robur	Fastigiata	Pyramidal English oak	Deciduous	Medium	
Quercus	ilex		Holly oak	Broadleaf evergreen	Small	
Robinia	pseudoacacia		Black locust	Deciduous	Large	
Robinia	pseudoacacia	Frisia	Golden Black Locust	Deciduous	Medium	
Salix	lasiandra		Pacific willow	Deciduous	Medium	
Sorbus	x hybridia		Oakleaf mountain ash	Deciduous	Small	
Stewartia	pseudocamilia		Japanese stewartia	Deciduous	Small	
Styphnolobium	japonicum		Japanese pagodatree	Deciduous	Large	
Styrax	obassia		Fragrant snowbell	Deciduous	Small	
Taxodium	distichum		Baldcypress	Deciduous conifer	Large	
Taxus	brevifolia		Pacific yew	Deciduous	Small	Yes
Tilia	cordata		Little leaf linden	Deciduous	Large	
Tilia	americana			Deciduous	Large	
Ulmus	americana	Brandon	Brandon elm	Deciduous	Medium	
Ulmus	parvifolia		Lacebark elm	Deciduous	Medium	
Zelkova	serrata	Green Vase	Green Vase zelkova	Deciduous	Medium	
Zelkova	serrata		Japanese zelkova	Deciduous	Medium	

Or other species acceptable to the **Director** based on our knowledge of current tree inventories, site conditions and performance.

Schedule “D”

District Tree Compensation Value for the Removal of Public Trees

Compensation for each **District Tree Removed** will be calculated in accordance with the table below.

Size of the District Tree Removed	Compensation per Tree Removed
Tree of any size if the Tree is, as approved by the Director : <ul style="list-style-type: none"> • a High or Extreme Risk Tree, or • more than 50% of its Crown is dead . 	\$0
11 – 20 cm DBH	\$ 750
21 – 30 cm DBH	\$ 1,000
31-40 cm DBH	\$ 1,500 or the International Society of Arboriculture’s appraisal formula may be used to determine appropriate compensation value.
>41 cm DBH	The International Society of Arboriculture’s appraisal formula may be used to determine appropriate compensation value.