

**MUSKOKA LAKES ASSOCIATION AND
FRIENDS OF MUSKOKA
COMMENTS - JUNE 2, 2022**

KEY:

Red reflects our suggested addition and deletions

Green reflects our comments

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

**BY-LAW NUMBER 2023-XXX
Tree Conservation By-law**

**A By-law of The Corporation of the Township of Seguin to
restrict and regulate the injuring, removal, and destruction of trees on
private property in the Township of Seguin.**

WHEREAS, Section 135 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, permits the enactment of a By-law by the Council of The Corporation of the Township of Seguin to prohibit and regulate the destruction or injuring of trees;

AND WHEREAS, pursuant to Section 135(7) of the *Municipal Act*, a municipality may require that a permit be obtained for the injuring or destruction of trees or any class of trees specified in the By-law and impose conditions including those relating to the manner in which destruction occurs and the qualification of persons authorized to destroy or injure trees;

AND WHEREAS ~~pursuant to~~ Section 425 of the *Municipal Act*, 2001, S.O. 2001 authorizes the Township of Seguin to pass by-laws providing that a person who contravenes a by-law of Township of Seguin passed under that Act is guilty of an offence;

AND WHEREAS ~~pursuant to~~ Section 436 of the *Municipal Act*, 2001 S.O. 2001 provides that the municipality has the power to pass By-laws authorizing the power of entry for the purpose of inspecting land to determine compliance with a By-law, direction, order, or condition of licence;

AND WHEREAS ~~pursuant to~~ Section 444 of the *Municipal Act*, 2001, S.O. 2001 provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on

which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS, the Council of The Corporation of the Township of Seguin deems it desirable and in the public interest to enact a Tree Conservation By-law for the purposes of:

- a) Maintaining shoreline vegetation in order to protect water quality, the aesthetic character of the Township and to minimize erosion potential;

NOW THEREFORE, the Council of The Corporation of the Township of Seguin enacts as follows:

1.0 DEFINITIONS

For the purpose of this By-law, the following definitions shall apply:

“Agreement” means any **Agreement** made between the **Township** and a property **Owner** such as but not limited to a Consent **Agreement**, Site Plan **Agreement** or License **Agreement**;

“Applicant” means the **Person** who submits an application for a **Permit** under this By-law;

“Arborist” means an individual who is certified with the Ministry of Labour, Training and Skills Development and is at least one of the following:

- (a) certified or qualified by the International Society of Arboriculture;
- (b) a consulting **Arborist** registered with the American Society of Consulting Arborists;
- (c) registered professional forester;
- (d) a **Person** with other similar qualifications and/or sufficient relevant experience as accepted by the **Director**;

“Arborists Report” means a report prepared and signed by an **Arborist**, which includes details on the species, size, health, and location of a **Tree** to be destroyed, **Injured** or **Removed**, and an assessment of the structural integrity of the subject **Tree** using the

“Tree Risk Assessment, Best Management Practices”, Companion publication to ANSI 300 part 9, standard practices, ISA, as may be amended or replaced;

“**Building Permit**” means a **Building Permit** issued under the Building Code Act, 1992, S.O. 1992, c. 23, as amended;

“**Clerk**” means the **Clerk of Township** of Seguin;

“**Council**” mean the **Council** of The **Township** of Seguin;

“**Crown**” means the upper part of a **Tree**, which includes the branches and leaves;

“**Destroy**” means the **Removal** of a **Tree** or harm resulting in the death, ruin, or **Removal** of a **Tree** by cutting, burning, uprooting, chemical application or other means including irreversible injury that may result from neglect, accident or design and the term “destruction” shall have a corresponding meaning;

“**Diameter**” means the **Diameter** of the stem of a **Tree** measured outside the bark at a specified point of measurement;

“**Director**” means the **Director** of Planning for the **Township** or their designate provided such designate is an **Officer** as defined in this By-law;

“**DBH**” is also known as “**Diameter at Breast Height**” and refers to the **Diameter** of the stem of a **Tree** measured at a point 1.37 m above the highest point on the **Tree** from where the ground meets the trunk;

“**Drip Line**” means the vertical projection of the outermost edge of a **Tree's Crown**;

“**Driveway**” means the ingress and egress lane or lanes that are connected to a highway that lead to a residential dwelling unit but does not include a **Parking Area**;

“**Dry-Laid**” means a method of construction or installation where individual stones, blocks or pavers are laid on a bed of sand or gravel or other similar material and the stones, blocks or pavers are held in place by tightly compacted material and does not include the use of concrete or mortar asphalt, or other poured materials;;

“**Financial Assurance**” means a commitment of funds submitted to the **Township** by an **Owner** or Applicant that are sufficient to cover an amount to equal the cost of completing any requirements of the **Township**;

“High Water Mark” means the usual or average level to which a body of water rises at its highest point and remains for a sufficient time so as to change the characteristics of the land. On a body of water where the water level is regulated by control structures, this means the regulated high water mark (the line where the land meets the water at a normal controlled level);

“Injure” means to harm, damage or impair a **Tree** and includes, but is not limited to, harm, damage, **Major Damage** or impairment caused by changing grades around a **Tree**, compacting soil over root areas, severing roots, improper application of chemicals, improper pruning or the **Removal** of branches and bark and the term “injury” shall have corresponding meaning;

“Landscaping” means yards, patios, flowerbeds, walkways and other similar features that do not increase the flow or rate of flow of surface water to adjacent properties, **Environmental Protection EP** zones or a waterway;

“Minor Maintenance” means the pruning, **Removal** or destruction of **Trees** on a property of a minor nature that is intended to improve the health of vegetation on the property but does not include any work related to property development or work completed in order to erect a building, a septic area, or waterfront accessory structures.

“Major Damage” to a **Tree** means any one of:

- (i) a wound greater than the square of the **DBH** of the **Tree** (for example, a wound with an area of 100 square centimeters is **Major Damage** to a **Tree** with a **DBH** of 10 cm),
- (ii) any wound greater than 1000 square centimeters,
- (iii) if the wound in paragraph (i) or (ii) contacts the ground then the wound shall be considered **Major Damage** if it is 60% of the size specified in paragraph (i) or (ii) respectively,
- (iv) broken branches destroying more than 30% of the **Crown**,
- (v) over-pruning of branches at the base of a tree more than 10% of the total height of the tree,
- (vi) the exposure, severing or compaction of more than 25% of the root area,
- (vii) the breaking off of any **Tree**,
- (viii) the noticeable tipping of any **Trees**,
- (ix) a cut greater than 1/3rd of the **DBH** or a cut with a depth of 1/10th of the **DBH**.

“Navigable Waterway” means any waterbody, natural or manmade, capable of carrying a water borne vessel. This includes waters capable of being used for commerce,

transportation or recreation and there is no limit on the size of stream considered navigable in accordance with the Navigable Waters Protection Act.

“**Officer**” means a Municipal Law Enforcement **Officer** that has been appointed through a By-law in the **Township** of Seguin to administer and enforce by-laws in the **Township**;

“**Order**” means a mandatory requirement for action within a specified time period specifically issued by an **Officer** or other authorized personnel to address issues of non-compliance with any section of this by-law or the conditions of a **Permit** which includes a Stop Work **Order** or an **Order** to Remedy;

“**OPFA Member**” means a Registered Professional Forester or Associate Member of the Ontario Professional Foresters Association (OPFA) as defined in the Professional Foresters Act, 2000, S.O. 2000, c. 18, as amended;

“**Owner**” means the registered **Owner(s)** of the property;

“**Parking Area**” means the use of an area of land, building or structure associated with the principal use of the same lot for the parking of motor vehicles and does not include the ingress or egress lane(s) of a **Driveway**;

“**Patio**” means a platform without a roof with direct access to the ground, the floor of which is not more than 1.5 metres above grade which is designed and intended for use as an amenity spaces which is accessory to the principal use on the lot.

“**Permit**” means the authorization in writing from the **Director** or their designate provided such designate is an **Officer**, to **Injure** or **Destroy Trees** pursuant to this By-law;

“**Person**” means any individual, corporation, partnership, association, firm, trust, or other entity and includes anyone acting on behalf or under the authority of such entity;

“**Professional**” means a **Person**, who in the opinion of the **Township**, has experience and training in the pertinent discipline, and who is a qualified expert with expertise appropriate for the relevant critical area or subject;

“**Remove, Removes or Removal**” means to move from a place or position occupied; or

- (i) To transfer or convey from one place to another; or
- (ii) To take off; or
- (iii) To take away; withdraw; or
- (iv) To do away with; eliminate.

“Re-naturalization Plan” means a plan prepared and signed by an **Arborist** or **Professional** in accordance with the Guidelines for Waterfront Design in Seguin Township to the satisfaction of the Township;

“Re-Vegetation Plan” means a plan prepared and signed by an **Arborist** or **Professional** in accordance with the Guidelines for Waterfront Design in Seguin Township to the satisfaction of the Township;

“Riparian Zone” a 5-metre buffer adjacent to the high water mark of a stream, lake or wetland that contains a combination of trees shrubs and/or other perennial plants and is managed differently from the surrounding landscape.

“Site” means the area of land containing any **Tree(s)** proposed to be **Injured**;

“Temporary Access Road” means a temporary road that has been constructed for the purpose of gaining temporary access to a water access only property in order to allow for construction vehicles or other machinery to safely maneuver a property;

“Township” and **“Township of Seguin”** means The Corporation of the **Township** of Seguin;

“Tree” means a plant of any species of woody perennial plant including its root system which has reached or can reach a height of at least 4.5 m at physiological maturity;

“Tree Protection Plan” means a plan that includes the prescribed information as set out in Schedule “B” of this By-law and is completed by an **Arborist**.

“Tree Protection Zone” means the minimum required setback distance to protect a **Tree** from any activity during the construction process that may result in injury or harm, and is based on generally accepted arboriculture principles.

“Vegetation” means any woody plant, or contiguous cluster of plants including trees, shrubs, and hedgerows;

“Walkway” means an access pathway between the shoreline and shoreline structures to other areas on the lot. ~~A Walkway shall be made of permeable, natural materials or Dry-Laid construction, and shall have a maximum width of 2.0 metres.~~

We suggest the second sentence of this definition be deleted. It sets out requirements for a Walkway to qualify for an exemption, and are included in the exemption section (s. 3.1(w)).

“Water Permeable” or “Pervious” means any material used or a style of construction or installation that allows water or other liquids to pass through the feature or structure, this definition can also be used for “permeable materials”.

“Zoning By-law” means the By-law regulating land use as provided for under the *Planning Act* within the **Township**.

2.0 LAND SUBJECT TO THIS BY-LAW

2.1 This By-law applies to the following lands within the Township:

- (a) All lands within 60 metres of the high-water mark of a Navigable Waterway:
 - i. In the Shoreline Area designation in the Official Plan; *As explained in our cover letter, we suggest 60 meters be changed to 90 meters for the Shoreline Area.*
 - ii. With the exception of commercial uses, in the Settlement Area designation in the Official Plan;
- (b) All lands on islands or water access only properties;
- (c) All lands zoned Environmental Protection (EP and EP1) in the Township Comprehensive Zoning By-law;

3.0 EXEMPTIONS

3.1 The provisions of this By-law do not apply to the following:

- (a) Activities or matters undertaken by a municipality or a local board of the Township;
- (b) Lots owned by the Township of Seguin.
- (c) Activities or matters undertaken under a license issued under the Crown Forest Sustainability Act, 1994;
- (d) The injuring or destruction of trees by a Person licensed under the *Surveyor’s Act, R.S.O 1990, c. S.29* to engage in the practice of

cadastral surveying or any Person in their employ while making a survey;

- (e) The Removal of damaged or destroyed Trees in the interests of public safety, health and general welfare following any man-made or natural disasters, storms, high winds, floods, fires, snowfalls, freezes, or as a result of insects, disease or wildlife;
- (f) Activities or matters undertaken by the provincial government or federal government or their authorized agents;
- (g) Trees that are part of plantations for the purposes of an orchard, nursery, or Christmas Tree farm;
- (h) Trees measuring less than 25 mm (1 inch) DBH;
- (i) The Removal of diseased Trees or stumps, in accordance with good forestry practice where one of the following are provided and approved by the Director or their designate before the Removal of any Tree takes place:
 - (i) An Arborists Report satisfactorily confirming the Tree is diseased and providing rationale for why it should be removed. This report shall be available upon request of the Director, Officer or their designate; or
 - (ii) By providing clear, concise and satisfactory evidence of disease through photographic evidence, Site investigation or other sufficient means that is approved by an Officer or the Director.
- (j) The **Removal** removal of dead, dangerous or severely **Injured** injured **Trees** trees or stumps, in accordance with good forestry practice;
- (k) The pruning of **Tree** tree branches in accordance with good arboricultural practice to maintain, improve, or protect **Tree** tree health;
- (l) The **Removal ~~injuring or destruction~~** of Trees to facilitate development permitted by the approval of a site plan, a plan of subdivision, or other development agreement under section 41, 45, or 51 of the *Planning Act*;
- (m) The **Removal ~~injuring or destruction~~** of Trees to facilitate development permitted by a development permit authorized by regulation made under section 70.2 of the *Planning Act*.

- (n) The ~~Removal injuring or destruction~~ of Trees by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act, 1998*, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
- (o) The ~~Removal injuring or destruction~~ of Trees undertaken on land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
- (p) The ~~Removal injuring or destruction~~ of Trees undertaken in accordance with an Aggregate Resources Act License.

Development Exemptions

- (q) The injuring or removal of Trees that is required in order to erect any building, structure, or septic system in respect of which a Building Permit or septic permit is issued; the approval of which has taken into consideration the protection of Trees surrounding the proposed building envelope. No Tree is to be removed or Injured that is located more than 3.0 metres from the outer edge of the building, structure or septic system. For buildings, structures or septic systems within 20 metres of the high-water mark, see Section 3.1 (u) of this By-law.
- (r) The injuring or Removal of Trees that is required to erect any building, structure, or septic system permitted by the zoning by-law provided that no Tree is removed or Injured that is located more than 3.0 metres from the outer edge of the approved building envelope. The ability to Injure or remove Trees beyond 3.0 metres from the outer edge of the envelope does not apply to the installation of waterfront accessory structures. [We suggest adding a definition of 'Waterfront Accessory Structure', for clarity and enforceability. The definition could refer to the meaning in s. 4.1.9 of the Township's Zoning By-law, but should also include Walkways.] For buildings, structures or septic systems within 20 metres of the high-water mark, see Section 3.1 (u) of this By-law.
- (s) The injuring or destruction of Trees for the purpose of one (1) Temporary Access Road no wider than 4.5 metres on properties only accessible by water, **subject to the following conditions:**
 - (i) The Temporary Access Road shall not be perpendicular to the shoreline; **and**
 - (ii) . This area shall be subject to a Re-vegetation Plan or Re-naturalization Plan that is satisfactory to the Township

and which is completed by a qualified Professional in that field.

We believe our suggestions will improve clarity and enforceability. It also makes the wording of this section consistent with the wording in (t).

- (t) The injuring or removing of Trees necessary for the installation of a Driveway upon obtaining any necessary entrance Permit from the Township of Seguin, Ministry of Transportation or other relevant authority, and subject to the following conditions:
 - (i) The Driveway does not extend closer to the high water mark of a Navigable Waterway than the rear of a dwelling, sleeping cabin or garage to which it is serving, and is no closer than 20 metres from the high water mark; and,
 - (ii) The Driveway is not located on lands zoned Environmental Protection (EP or EP1) under the Zoning By-law.

As explained in our cover letter, we suggest adding permission for a Parking Area of a certain maximum size and subject to the same location restrictions as a Driveway (see (t)(i) and (ii)).

- (u) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of waterfront accessory structures in accordance with Section 4.1.9 of the Township of Seguin Zoning By-law 2006-125 provided that:
 - (i) Despite the exemption in Section 3.1 q) and r), no **Tree** is removed or **Injured** that is located more than 1.5 metres from the outer edge of the approved building envelope; This provision shall not apply to Patios or Walkways;
 - (ii) No Tree is removed or Injured within the 5 metre Riparian Zone along the shoreline;
- (v) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of a **Patio** provided that:
 - (i) In accordance with Seguin's Site Alteration By-law, Trees are only to be removed for a Patio made of Dry-Laid, or other natural permeable materials;
 - (ii) The cumulative area of all Patio clearings does not exceed 28 square metres for lots with a frontage of 90 metres or less;

- (iii) The cumulative area of all Patio clearings does not exceed 40 square metres for lots with a frontage of more than 90 metres;
- (iv) The maximum elevation of the Patio is 1.5 metres above existing grade;
- (v) The Removal of Trees does not occur within the 5 metre Riparian Zone along the shoreline to facilitate the installation of a **Patio**;
- (vi) No additional Tree removal or injury occurs beyond the outer edge of the Patio;
- (w) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of a **Walkway** provided that:
 - (i) In accordance with Seguin's Site Alteration By-law, Trees are only to be removed for a Walkway made of Dry-Laid, or other natural permeable materials;
 - (ii) The area of tree removal to accommodate the Walkway is a maximum width of 2 metres;
 - (iii) No additional tree removal or injury occurs beyond the outer edge of the Walkway;
- (x) The injuring or Removal of Trees between 20 and 60 metres of the high water mark for **Landscaping** ancillary and accessory to permitted buildings or structures. *As explained in our cover letter, we suggest deleting this exemption for Landscaping since it will permit unrestricted Tree Removal for lawns, gardens and patios.*

4.0 GENERAL PROVISIONS AND REGULATIONS

4.1 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal within 20 metres of the high water mark of a Navigable Waterway for those lands:

- a) Designated as Shoreline Area in the Township Official Plan; **or**
- b) Designated as Settlement Area in the Township Official Plan with the exception of commercial uses;

without an Owner or Person first obtaining a Permit under this By-law, unless Unless such injury or destruction or removal of a tree occurs in accordance with an applicable exemption as set out in Section 3.0 (a) to (t). *We suggest that a*

Permit be required to remove Trees within 20m of the high water mark for a waterfront accessory structure, Patio and/or Walkway, which are covered in s. 3.0 (u) to (w).

- 4.2 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal within an area zoned Environmental Protection (EP and EP1) in the Township's Comprehensive Zoning By-law, except in conjunction with the permitted uses of the zone and in compliance with the Zoning By-law;
- 4.3 No Person shall cause or permit the Injury to a Tree, Tree Destruction or Tree Removal without an Owner or Person first obtaining a Permit under this By-law in any area on an island; Unless such injury or destruction of a tree occurs in accordance with an applicable exemption as set out in Section 3.0.
- 4.4 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal without an Owner or Person first obtaining a Permit under this By-law:
- a) with the exception of commercial uses, in any area between 20 metres and 60 metres of the high water mark of a Navigable Waterway for those lands designated as Settlement Area in the Township's Official Plan;
 - b) in any area between 20 metres and 60 metres of the high water mark of a Navigable Waterway for those lands designated as Shoreline Area in the Township's Official Plan; *As explained in our cover letter, we suggest 60 meters be changed to 90 meters for the Shoreline Area.*

Unless such Injury to a Tree, Tree Destruction or Tree Removal occurs in accordance with an applicable exemption as set out in Section 3.0.

- 4.5 Despite Sections 3.1 (q) and (r) of this By-law, no Person shall cause or permit the Injury to a Tree, Tree Destruction or Tree Removal in order to erect a building, structure or thing for an occasional or special event as permitted by the Comprehensive Zoning By-law;
- 4.6 No Person shall fail to re-vegetate or re-naturalize a Temporary Access Road upon completion of work permitted under a Building Permit or septic Permit; in accordance with the requirements for a re-vegetation or re-naturalization plan as required by this by-law.
- 4.7 No Person shall fail to comply with an Order issued under this By-law;
- 4.8 No Person shall pull down, remove or deface an Order posted under this By-law;
- 4.9 No Person shall fail to produce or post Permit as required under this by-law;

- 4.10 Sufficient erosion and sedimentation control measures, such as a sedimentation fence, shall be provided around any area that may be disturbed in a manner satisfactory to the Director or an Officer prior to the commencement of any injury or destruction of Trees in relation to any property development but does not include Minor Maintenance of a property, and shall be maintained in good working order until the Site has been stabilized and operations completed;
- 4.11 No Person shall fail to erect an adequately installed sedimentation fence before the commencement of any injury or destruction of Trees in relation to property development or construction of a building, structure, septic area or shoreline accessory structure;
- 4.12 No Person shall fail to adequately maintain a sedimentation fence during any Injury to a Tree, Tree Destruction or Tree Removal or construction of a building, structure, septic area, Patio or Walkway;
- 4.13 No Person shall permit any Injury to a Tree, Tree Destruction or Tree Removal contrary to the provisions of any Agreement entered into with the Township that is registered or approved for the property on which such injury or destruction of Trees take place.
- 4.14 No Person shall permit any Injury to a Tree, Tree Destruction or Tree Removal before the appropriate approvals have been issued whether through a Site Plan Agreement, Subdivision Agreement, Development Agreement, Development Permit, a Building Permit or a Septic Permit.
- 4.15 No Person shall, after the destruction or injury of diseased Tree(s), fail to produce an Arborists Report immediately upon the request of the Director, Officer or their designate.
- 4.16 ~~No Person shall The exemption under Section 3.1 (q) of this By-law does not allow an Owner or Person to~~ cause Injury to a Tree, Tree Destruction or Tree Removal within 3.0 m of the area in which the shoreline accessory structure will be located without an Owner or Person first obtaining a Permit under this By-law. *We suggest this change (as well as a similar change in 4.17 and 4.18) to improve enforceability.*
- 4.17 ~~No Person shall The exemption under Section 3.1 (u) of this By-law does not allow an Owner or Person to~~ cause Injury to a Tree, Tree Destruction or Tree Removal beyond 1.5 metres of the outer edge of the approved building envelope for the shoreline accessory structure without an Owner or Person first obtaining a Permit under this By-law.

- 4.18 ~~No Person shall The exemption under 3.1 (v) and 3.1 (w) of this By-law does not allow an Owner or Person to~~ cause Injury to a Tree, Tree Destruction or Tree Removal beyond the outer edge of the Patio or Walkway unless otherwise granted permission through a Site Plan Agreement or without an Owner or Person first obtaining a Permit under this By-law.

5.0 APPLICATION REQUIREMENTS

5.1 A **Permit** is required under this By-law as follows:

- (a) Every **Person** who intends to cause Injury to a Tree, Tree Destruction or Tree Removal where a **Permit** is required to do so under this By-law shall first complete and submit an application to the **Township** containing the information set out in Schedule “A” to this By-law, in such form as may be approved by the **Director**;
- (b) Is accompanied by the prescribed fees payable to the **Township** in accordance with the existing **Township** of Seguin Fees and Charges By-law;
- (c) As part of the application for a **Permit**, the **Owner** shall permit an **Officer, Director** or anyone designated by an **Officer** or **Director** to enter upon their property and undertake such **site** inspections as may be required to consider the application. An **Officer, Director** or anyone designated by an **Officer** or **Director** may undertake a **Site** inspection prior to, during and after the proposed activity.
- (d) At the **Directors** discretion, all applications to cause Injury to a Tree, Tree Destruction or Tree Removal may be required to include a **Tree Protection Plan** in accordance with the requirements in Section 11 of this By-law and/or **Financial Assurance** in an amount and form acceptable to the **Director**;
- (e) Applications to cause Injury to a Tree, Tree Destruction or Tree Removal shall include any report required by the **Township** or external agency (e.g. **Tree Protection Plan**, vegetation analysis, environmental impact assessment, geotechnical report, **Arborists Report**, or hydrogeological report.)
- (f) An application for a **Permit** shall only be deemed complete if;
 - (i) The application has been completed in full;
 - (ii) The **Owner/Applicant** has signed the application;

- (iii) The party who will be undertaking or responsible for the injuring or destruction of **Trees** has signed the application;
- (iv) The application fee has been paid;
- (v) Any required inspections have been undertaken;
- (vi) Any required reports have been submitted; and
- (vii) **Financial Assurance**, if required by the **Director**, has been provided.

6.0 ISSUANCE OF PERMIT

6.1 The **Director** shall issue a **Permit** to cause Injury to a Tree, Tree Destruction or Tree Removal where the **Director** is satisfied that:

- (a) The application is complete, in accordance with this By-law and the Schedules;
- (b) The **Site** is not within an area where Injury to a Tree, Tree Destruction or Tree Removal is prohibited under Section 4 of this By-law;
- (c) The injury, destruction or removal of **Tree(s)** is required to permit the establishment or extension of a use permitted by the **Zoning By-law** and there is no reasonable alternative to the injury or destruction of the **Tree(s)**;
- (d) All other **Permits**, application material, background studies, **Agreements**, documents, reports, development approvals under the *Planning Act* and **Financial Assurances**, if required, have been received, reviewed and approved to the satisfaction of the **Director**;
- (e) Any other matters that the **Director** considers relevant.

6.2 The **Director** has the discretion to require a **Financial Assurance** as a condition of issuing a **Permit**, and the **Financial Assurance** shall be dealt with the following conditions:

- (a) The **Financial Assurance** may be drawn upon by the **Township** to remedy any deficiency in work under a **Permit**, including but not limited to **Site** restoration.
- (b) The **Financial Assurance** shall remain in effect for the full duration of the **Permit**.

- (c) Any **Financial Assurance** in the form of a letter of credit shall contain a clause stating that 30 days' written notice shall be given to the **Township** prior to its expiry or cancellation. In the event that the **Township** receives this notice, and further securities are not provided by the **Owner**, the **Director** may draw on the letter of credit to render it as cash security.
- (d) The **Financial Assurance** shall be released by the **Township** following the completion of a final inspection to the satisfaction of the **Director**.

7.0 RENEWAL, TRANSFER, EXPIRY AND REVOCATION OF PERMITS

Renewal

- 7.1 A **Permit** which has expired may be renewed by the **Director** as appropriate, within a period of three months before the date of expiry upon the submission of a written request to the **Director** accompanied by a payment of one-half of the original Application Fee, provided that the proposed work which was the subject of the **Permit** has not been revised;
- 7.2 A **Permit** which has been renewed in accordance with Section 7.1 shall thereafter be treated as a new **Permit** except that it shall not again be renewed.
- 7.3 A **Permit** which has been renewed in accordance with Section 7.1 shall rely on the **Tree Protection Plan** for the **site** that is referenced in the existing **Permit**.

Transfer

- 7.4 A **Permit** shall expire upon the transfer of ownership of the **Site** unless the new **Owner** provides a written commitment to comply with all conditions under which the **Permit** was issued, prior to transfer of the **Site**, including compliance with this By-law and **Agreement** to provide **Financial Assurance** in a form and amount acceptable to the **Director**, at which time any **Financial Assurance** previously provided by the original **Permit** holder pursuant to this By-law shall be released.
- 7.5 Failing the written commitment from the new **Owner**, the **Permit** shall be deemed to be cancelled as of the date of transfer of ownership of the **Site**.
- 7.6 A **Permit** is not transferable to another **Site**.

Expiry and Revocation

7.7 A **Permit** expires on the date set out in the **Permit**.

7.8 The **Township** may revoke any **Permit** if:

- (a) It was obtained on mistaken, false or misleading information;
- (b) It was issued in error;
- (c) The **Owner** or **Permit** holder requests it be revoked in writing;
- (d) Work authorized under the **Permit** has not commenced prior to its expiry date;
- (e) The **Owner** has breached any of the prohibitions of Section 4 of this By-law;
- (f) The **Township** has drawn on the **Financial Assurance** provided by the **Owner** or Applicant in accordance with Section 6.2 of this By-law; and
- (g) The land has been transferred and the new **Owner** has not complied with the requirements under section 7.4 of the By-law.

7.9 When a **Permit** expires or is revoked, the **Owner** shall immediately cease all **Tree** Injury, Destruction or Removal and shall immediately rehabilitate and revegetate the **site** to the **Township's** satisfaction. If the **Owner** has registered a site plan **Agreement**, a subdivision **Agreement**, or a developmental **Agreement** that includes the Re-vegetation of the **Site** as a condition or requirement, Re-vegetation shall take place in accordance with that **Agreement**.

7.10 No **Person** shall **Injure**, **Remove** or **Destroy** a **Tree** while a **Permit** is expired or revoked.

8.0 CONDITIONS TO PERMIT

8.1 The following shall be deemed to be conditions to the issuance of every **Permit** under this By-law:

- (a) **Marking of Trees**

Prior to the issuance of the **Permit**, the **Owner** shall cause all **Trees** which are to be injured, removed, or destroyed to be marked with clearly visible marks of yellow or orange paint at both Breast Height and a line upon the base of the tree so that when cut, the paint mark is split between the butt of the log and stump after cutting.

- (b) **Limitation of Damage to Residual Trees**

During the course of injuring or destroying **Trees** pursuant to a **Permit** issued in accordance with this By-law, no **Person** shall:

- (i) Cause **Major Damage to Trees** forming more than 10% of the total residual basal area of the portion of the property which is the subject of the **Permit**;
 - (ii) Cause **Major Damage to Trees** forming more than 15% of the residual basal in the size class of 10 cm **DBH** or more in the portion of the property which is the subject of the **Permit**;
 - (iii) Cause **Major Damage to Trees** forming more than 15% of the residual basal area in the size class of 10cm **DBH** or less in the portion of the property which is the subject of the **Permit**;
 - (iv) Create or permit skid trails covering more than 20% of the ground area in the portion of the property that is the subject of the **Permit**.
- (c) Prior to commencement of any work that would result in injury to or destruction of **Trees** authorized pursuant to this By-law, the **Person** causing such work to be carried out shall ensure that the **Permit** is posted in a conspicuous place within the property.
- (d) Conditions Required by the **Director**
- (i) In addition to the above conditions, the **Director** may attach conditions to the **Permit** which in the opinion of the **Director** are reasonable and related to the purposes of this By-law or the safety and convenience of the public that may include but are not limited to the following:
 1. the manner and timing in which the injuring and destruction of **Trees** is to be carried out;
 2. the qualifications of **Persons** authorized to **Injure, Remove or Destroy Trees**;
 3. the species, size, number, and location of replacement **Trees** to be planted; and
 4. measures to be implemented to mitigate the direct and indirect effects of the injuring or destruction of **Trees** on the natural environment including protected **Trees** adjacent to or on the land where the **Tree** destruction or injury is to take place; and
 5. **Financial Assurance**

- (e) An **Officer**, a **Director** or any **Person** authorized by an **Officer** or **Director**, may at all times enter upon and inspect any land for the purposes of enforcing this By-law, determining compliance with this By-law, determining compliance with terms and conditions of a **Permit** issued under this By-law, determining compliance with an Order issued under Section 12 of this By-law or laying charges under this By-law.

9.0 DURATION OF PERMIT

- 9.1 Every **Permit** shall be issued to the **Applicant** and shall expire twelve (12) months after issuance. The **Injury, Removal or Destruction** ~~injury, removal or destruction~~ of Trees is restricted to times outside of the period of April 1 to September 30 inclusive in any year. The expiry date in the Permit shall be deemed to have been extended to a date in the month next following the restricted period that would have the effect of granting the **Permit** to an **Owner** for a full twelve month period clear and not including the restricted period.
- 9.2 All **Permits** for the **Injury, Removal or Destruction** ~~injury, removal or destruction~~ of **Trees** will be deemed not to be in effect during the period of April 1 to September 30 inclusive.
- 9.3 The **Director** may extend the expiration date of a **Permit** if a written request for an extension is received by the **Director** a minimum of 10 working days before the date the **Permit** expires. Any request that is received after this time may require the submission of a new application. In no case shall the **Director** extend a **Permit** for a period of greater than 6 months.

10.0 REVIEW OF DECISIONS OF DIRECTOR

10.1 An **Applicant** for a **Permit** under this By-law may request a review by **Council**:

- (a) where the **Director** refuses to issue a **Permit**, within ten (10) days after the refusal; or
- (b) if the **Director** fails to make a decision on a complete Application, within thirty (30) days after an application is received by the **Director**, or
- (c) if the **Applicant** objects to a condition in the **Permit**, within thirty (30) days after the issuance of the **Permit**.

11.0 REQUIREMENTS FOR TREE PROTECTION PLANS, RE-VEGETATION PLANS OR RE-NATURALIZATION PLANS

- 11.1 Every **Tree Protection Plan, Re-vegetation Plan or Re-naturalization Plan** shall be signed by a Registered Professional Forester as defined in the Ontario Professional Foresters Act or an **Arboristas** defined in this By-law;
- 11.2 A **Tree Protection Plan** shall identify and include all requirements as set out in Schedule “B” of this By-law;
- 11.3 Every **Re-vegetation Plan or Re-naturalization Plan** shall be signed by an **Arborist or Professional** as defined in this By-law
- 11.3 The **Township** may request additional information on any **Tree Protection Plan Re-vegetation Plan or Re-naturalization Plan** that is submitted with an application.

12.0 ORDERS

- 12.1 Where the **Director**, their designate or an **Officer** is satisfied that a **Person** has contravened any provision of this By-law, the **Officer** may issue a “Stop Work Order”, an “Order to Remedy” or both and such Orders shall contain:
- (a) The municipal address and legal description of the land, this may also include the roll number associated with the land;
 - (b) Reasonable particulars of the contravention(s); and
 - (c) The period in which there must be compliance.
- 12.2 The Orders issued pursuant to Section 12.1 of this By-law will require a **Person** or corporation who has contravened any section of this By-law to:
- (a) Cease all work in relation to **Tree** cutting, limbing or pruning;
 - (b) Submit a **Re-vegetation plan or re-naturalization plan** that is satisfactory to the **Township** and which is completed by a qualified **Professional** in that field;
 - (c) Submit a **Tree Protection Plan** satisfactory to the **Township** and which is completed by a registered **Professional** forester;
 - (d) Submit a satisfactory sketch of the property outlining all remedial work that will be completed in order to revegetate or re-naturalize the property.
 - (e) Submit **Financial Assurance** sufficient to cover the costs of completing any requirement of the **Township** in fulfilling the Order;

- (f) Complete the works required in the **Tree Protection Plans, Re-vegetation Plan** or **Re-naturalization Plan** in the timeframe provided within the Order;
 - (g) Eliminate any hazard or potential hazard from the **Removal, limbing or pruning of Trees** and to restore the **Site** to a condition of safety and/or its original environmental condition to the satisfaction of the **Township**.
 - (h) Undertake such further investigations as required by the **Township** to identify the extent of any breach of this By-law and do work to correct the contravention, as deemed appropriate by the **Township**.
 - (i) Any other requirement as deemed necessary by the **Director** or **Officer**.
- 12.3 Any remedial work that is ordered through a “Stop Work Order” or an “Order to Remedy”, at the **Officers** discretion shall be done in accordance with a **Professional’s** plan or a sketch of the property that identifies what remedial work will be completed to satisfy the Order and shall be submitted to the **Township** within the period of compliance provided for on the Order.
- 12.4 An Order is not deemed to be complied with until the **Professional’s** plan or sketch of remedial work has been approved by the **Township** and the remedial work has been completed to the satisfaction of the **Township**.
- 12.5 Any Order issued under this section may be served personally and/or served by sending it by registered mail, and/or email to the last known address of;
- (a) The **Owner** of the property at the address shown on the municipal tax rolls;
 - (b) The **Person** identified as contravening this by-law;
 - (c) If sent via email, the Order shall be sent to the last known email address of the **Person(s)** or corporation(s) in which the Order is addressed to.
- 12.6 Where service of an Order is made by registered mail, the Order shall be deemed to have been served on the fifth day after the Order is mailed.
- 12.7 Where service of an Order is made by email, the Order shall be deemed to have been served on the fifth day after the Order was emailed or upon a response from the recipient of the Order.
- 12.8 Where service cannot be made under Section 12.5, it is deemed sufficient if the **Director**, their designate or **Officer** places a placard containing the terms of the Order in a conspicuous place on the affected lands and the

placing of the placard shall be deemed to be sufficient service of the Order on the **Person** to whom the Order is addressed to;

- 12.9 If the **Owner** or **Permit** holder fails to do the work required by an “Order to Remedy” or “Stop Work Order” issued pursuant to Sections 12.1-12.2 inclusive of this By-law within the period specified, the **Township**, in addition to all other remedies it may have, may do the work and for this purpose may enter on the land with its employees and agents. The costs incurred by the **Township** in so doing shall be paid by the **Owner** of the land and may be recovered by the **Township** in the same manner as property taxes or by drawing on the **Financial Assurance** provided.
- 12.10 Any costs incurred by the **Township** on behalf of an **Owner** as a result of remedial action as outlined in Section 12.9 of this By-law will also include interest calculated at a rate of 15% per annum which is calculated for the period commencing on the day the **Township** incurs the cost and ending on the day the cost, including the interest, is paid in full;
- 12.11 The amount of the cost incurred could constitute a lien on the land upon which the registration in the proper land registry office of a notice of lien. The lien is in respect of all costs that are payable at the time the notice is registered plus interest accrued at the rate established in Section 12.10 to the date full payment is made;
- 12.12 Upon the **Township** receiving payment of all costs payable plus interest accrued to the date of payment, the **Township** shall register a discharge of the lien in the proper land registry office at the expense of the **Owner**;
- 12.13 If a **Person** or corporation is not satisfied with the terms of an “Order to Remedy” or a “Stop Work Order” they may request an appeal to be heard by **Council** or any appointed appeal body/committee by submitting an appeal form within 30 days of receiving the Order upon paying the prescribed fees as set out in the **Township** of Seguin Fees and Charges By-law;
- 12.14 When an appeal is heard by **Council**, **Council** has the power to confirm, modify or rescind an “Order to Remedy” or “Stop Work Order”. The decision of **Council** is final and no further appeals are permitted.

13.0 INSPECTION AND ENFORCEMENT

- 13.1 No **Person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law. Any

Person who is alleged to have contravened any of the provisions of this By-law shall identify themselves to the **Officer** upon request, failure to do so shall be deemed to have obstructed or hindered the **Officer** in the execution of his duties.

- 13.2 The **Director**, their designate or an **Officer** may, at any reasonable time, enter and inspect any land to determine whether provisions of this By-law, a condition of a **Permit** issued under this By-law has been complied with, or to ensure that an order issued under this By-law or Section 431 of the *Municipal Act, 2001*, has been complied with;
- 13.3 For the purposes of conducting an inspection pursuant to Section 13.2 of this By-law, the **Township** may, in accordance with Section 436(2) of the *Municipal Act, 2001*;
- (a) Require the production of documents or things relevant to the inspection;
 - (b) Inspect and **Remove** documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) Require information from any **Person** concerning a matter related to the inspection;
 - (d) Alone or in conjunction with a **Person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
- 13.4 Upon completion of the work pursuant to the **Permit**, the **Owner** and/or **Permit** holder shall contact the municipality for an inspection;
- 13.5 This By-law shall be administered and enforced by the **Director**, their designate or an **Officer**.

14.0 OFFENCES AND PENALTIES

- 14.1 Every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33. The applicable fines are as set out in Schedule "C" of this By-law.
- 14.2 Every person who contravenes the provisions of any section of this By-law, is guilty of an offence under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed

\$100,000 exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.

- 14.3 Every director or officer of a corporation who contravenes any provisions of the By-law is guilty of an offence under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$100,000 exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.4 Every person who contravenes the provisions of any section of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of the By-law by the corporation is guilty of an offence under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended and is also liable for a special fine in circumstances where there is an economic advantage or gain from the contravention of this By-law and the maximum amount of the special fine may exceed \$100,000.
- 14.5 If there is a contravention of any provision within this By-law, and the contravention has not been complied with or corrected, the contravention of the provisions shall be designated as a continuous offence for each day or part of a day that the contravention remains uncorrected.
- 14.6 For the purposes of this By-law, if there is an offence respecting two or more acts or omissions, each of which separately constitutes an offence and is a contravention of the same provision of this By-law, then the offence is deemed a multiple offence.
- 14.7 For the purpose of continuous offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable on conviction to a penalty not exceeding \$10,000 per day or part thereof, exclusive of costs, under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.8 For the purpose of multiple offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable on conviction to a penalty not exceeding \$10,000 per offence, exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.9 Notwithstanding Section 14.7 and 14.8, and in accordance with the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended, the

total of all fines for the continuous offences or multiple offences is not limited to \$100,000.

- 14.10 If an Order has been issued under this By-law, and the Order has not been complied with, the contravention of the Order shall be designated as a continuous offence for each day or part of a day that the Order is not complied with.

15.0 OTHER APPROVALS

- 15.1 The issuance of a **Permit** under this By-law does not excuse the **Owner** from complying with other applicable federal and provincial legislation and municipal By-laws.

16.0 CONFLICT WITH OTHER BY-LAWS

- 16.1 Nothing in this By-law shall exempt any **Person** from complying with the requirement of any By-law in force or from obtaining any license, permission, **Permit**, authority or approval required under any By-law or legislation.

17.0 SEVERABILITY

- 17.1 If any section or sections of this By-law or parts thereof are found by any Court to be illegal or beyond the power of the **Council** to enact, such Section or Sections or parts thereof shall be deemed to be severable and all other Sections or parts of this By-law shall be deemed to be separate and independent there from and continue in full force and effect unless and until similarly found illegal.

18.0 INTERPRETATIONS

- 18.1 For the purposes of this By-law, all measurements are shown in metric and imperial equivalent is in brackets following. The metric measurement shall prevail and the imperial equivalent is for reference only.

18.2 "m" in this By-law refers to metres.

18.3 In this By-law words used in the present tense include the future, words in the masculine gender include the feminine and neutral; the singular number includes the plural, and the plural includes the singular.

19.0 ADMINISTRATION

19.1 Schedules "A" to "C" shall form part of this By-law.

19.2 The short title of this By-law is the "Tree Conservation By-law".

20.0 EFFECTIVE DATE

20.1 By-law No. 2008-103 is hereby repealed.

20.2 This By-law will come into force and effect on the date of passage.

READ a First, Second and Third time, and finally passed this **xx** the day of xxxx, 2023.

Ann MacDiarmid, Mayor

Craig Jeffery, Clerk

SCHEDULE "A"

Information Required for Application

1. Name, address and telephone number of all owners.
2. Signature or authorization of all owners.
3. Name, address, and telephone number of person retained to perform work on trees under permit, and contact name if corporation or company.
4. Municipal Address of property (if assigned)

5. Legal description of property
6. Number of trees affected and the general location of said trees in relation to buildings or other features
7. A Tree Protection Plan (where required) with requirements as set out in Schedule "B"
8. A Re-naturalization Plan (where required)
9. A Re-vegetation Plan (where required)

SCHEDULE "B"- TREE PROTECTION PLAN REQUIREMENTS

Such plans will include the following but are not limited to:

1. Accurate plotting and identification of all trees on the plan;
2. Species referenced to municipal address, ownership and location through an accurate plotting and identification of all trees;
3. Diameter at breast height (DBH), measured in centimeters at 1.37 m above ground level;
4. Tree health/disease

5. Crown spread, measured in metres on a drawing indicating the appropriate scale, showing extent of tree foliage covering the lot;
6. Soil compaction inside the Tree Protection Zone using methods approved by the Township;
7. Tree risk assessment for trees deemed hazardous as assessed by the Registered Professional Forester, must be provided in accordance with “ Best management Practices, Tree Risk Assessment, International Society of Arboriculture” as revised from time to time, including a photographic record of each tree as required by the Township; and
8. For each tree identified as being preserved and each tree recommended for removal, the valuation as determined by the most recent International Society of Arboriculture’s Guide for Plant Appraisal.
9. Approved Grading plan. This requires collaboration of the applicant’s engineering and arboricultural consultants;
10. Approved servicing plan indicating water, sewer/storm, hydro, gas, bell, cable and any other impacted utility. This requires collaboration of the applicant’s engineering and arboricultural consultants;
11. Tree protection zone (TPZ) limits;
12. Appropriate signatures in accordance with the Tree Protection Plan and;
13. The name and contact information for the arborist responsible for monitoring the implementation of the plan;
14. Hand drawn sketches will not be accepted.

SCHEDULE “C”: SET FINES

**THE CORPORATION OF THE TOWNSHIP OF SEGUIN
PART I Provincial Offences Act
By-law 2023-XXX: Tree Conservation By-law**

Item	Column 1 Short form wording	Column 2 Provision creating or defining offence	Column 3 Set fine
------	--------------------------------	--	----------------------

1	Injure or destroy a tree within 20 metres of navigable waterway in Shoreline Area or Settlement Area Designation without obtaining a Permit.	4.1	\$1000.00
2	Injure or destroy a tree within an area zoned Environmental Protection	4.2	\$1000.00
3	Injure or destroy a tree on an Island without obtaining a permit	4.3	\$1000.00
4	Injure or destroy a tree within 20-60 metres of navigable waterway in Shoreline Area or Settlement Area Designation without obtaining permit	4.4	Dollar amount
5	Injure or destroy a tree for occasional or special event	4.5	\$1000.00
6	Fail to re-vegetate or re-naturalize temporary access road	4.6	\$1000.00
7	Fail to comply with an Order	4.7	\$1000.00
8	Pull down or deface an Order	4.8	\$500.00
9	Fail to produce or post permit	4.9	\$500.00

10, 11	Fail to erect sedimentation fence	4.10 and 4.11	\$1000.00
12	Fail to maintain sedimentation fence	4.12	\$1000.00
13	Permit injury or destruction of tree contrary to agreement	4.13	\$1000.00
14	Permit injury or destruction of tree before approval has been issued	4.14	\$1000.00
15	Fail to produce arborist report	4.15	\$1000.00
16	Permit injury, removal or destruction of tree beyond 1.5 metres of the area in which a Shoreline Accessory Structure is erected without first obtaining a permit	4.17	\$1000.00
17	Remove Trees beyond the outer limit of a patio or walkway without first obtaining a permit	4.18	\$1000.00
17	Injure or destroy a tree while permit is expired or revoked	7.10	\$1000.00
18	Obstruct or interfere with an Officer	13.1	\$500.00

NOTE: The penalty provision for the offences indicated above is section XX of By-law No. XXXX-XX, a certified copy of which has been filed.

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

BY-LAW NUMBER 2023-XXX

Tree Conservation By-law

A By-law of The Corporation of the Township of Seguin to restrict and regulate the injuring, removal, and destruction of trees on private property in the Township of Seguin.

WHEREAS, Section 135 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, permits the enactment of a By-law by the Council of The Corporation of the Township of Seguin to prohibit and regulate the destruction or injuring of trees;

AND WHEREAS, pursuant to Section 135(7) of the *Municipal Act*, a municipality may require that a permit be obtained for the injuring or destruction of trees or any class of trees specified in the By-law and impose conditions including those relating to the manner in which destruction occurs and the qualification of persons authorized to destroy or injure trees;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, 2001, S.O. 2001 authorizes the Township of Seguin to pass by-laws providing that a person who contravenes a by-law of Township of Seguin passed under that Act is guilty of an offence;

AND WHEREAS pursuant to Section 436 of the *Municipal Act*, 2001 S.O. 2001 provides that the municipality has the power to pass By-laws authorizing the power of entry for the purpose of inspecting land to determine compliance with a By-law, direction, order, or condition of licence;

AND WHEREAS pursuant to Section 444 of the *Municipal Act*, 2001, S.O. 2001 provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS, the Council of The Corporation of the Township of Seguin deems it desirable and in the public interest to enact a Tree Conservation By-law for the purposes of:

- a) Maintaining shoreline vegetation in order to protect water quality, the aesthetic character of the Township and to minimize erosion potential;

NOW THEREFORE, the Council of The Corporation of the Township of Seguin enacts as follows:

1.0 DEFINITIONS

For the purpose of this By-law, the following definitions shall apply:

“Agreement” means any **Agreement** made between the **Township** and a property **Owner** such as but not limited to a Consent **Agreement**, Site Plan **Agreement** or License **Agreement**;

“Applicant” means the **Person** who submits an application for a **Permit** under this By-law;

“Arborist” means an individual who is certified with the Ministry of Labour, Training and Skills Development and is at least one of the following:

- (a) certified or qualified by the International Society of Arboriculture;
- (b) a consulting **Arborist** registered with the American Society of Consulting Arborists;
- (c) registered professional forester;
- (d) a **Person** with other similar qualifications and/or sufficient relevant experience as accepted by the **Director**;

“Arborists Report” means a report prepared and signed by an **Arborist**, which includes details on the species, size, health, and location of a **Tree** to be destroyed, **Injured** or **Removed**, and an assessment of the structural integrity of the subject **Tree** using the “Tree Risk Assessment, Best Management Practices”, Companion publication to ANSI 300 part 9, standard practices, ISA, as may be amended or replaced;

“Building Permit” means a **Building Permit** issued under the Building Code Act, 1992, S.O. 1992, c. 23, as amended;

“Clerk” means the **Clerk of Township** of Seguin;

“Council” mean the **Council** of The **Township** of Seguin;

“Crown” means the upper part of a **Tree**, which includes the branches and leaves;

“Destroy” means the **Removal** of a **Tree** or harm resulting in the death, ruin, or **Removal** of a **Tree** by cutting, burning, uprooting, chemical application or other means including irreversible injury that may result from neglect, accident or design and the term “destruction” shall have a corresponding meaning;

“Diameter” means the **Diameter** of the stem of a **Tree** measured outside the bark at a specified point of measurement;

“Director” means the **Director** of Planning for the **Township** or their designate provided such designate is an **Officer** as defined in this By-law;

“DBH” is also known as **“Diameter at Breast Height”** and refers to the **Diameter** of the stem of a **Tree** measured at a point 1.37 m above the highest point on the **Tree** from where the ground meets the trunk;

“Drip Line” means the vertical projection of the outermost edge of a **Tree's Crown**;

“Driveway” means the ingress and egress lane or lanes that are connected to a highway that lead to a residential dwelling unit but does not include a **Parking Area**;

“Dry-Laid” means a method of construction or installation where individual stones, blocks or pavers are laid on a bed of sand or gravel or other similar material and the stones, blocks or pavers are held in place by tightly compacted material and does not include the use of concrete or mortar asphalt, or other poured materials;;

“Financial Assurance” means [a commitment](#) of funds submitted to the **Township** by an **Owner** or Applicant that are sufficient to cover amount to equal the cost completing any requirements of the **Township**;

“High Water Mark” means the usual or average level to which a body of water rises at its highest point and remains for a sufficient time so as to change the characteristics of the land. On a body of water where the water level is regulated by control structures, this means the regulated high water mark (the line where the land meets the water at a normal controlled level);

“Injure” means to harm, damage or impair a **Tree** and includes, but is not limited to, harm, damage, **Major Damage** or impairment caused by changing grades around a **Tree**, compacting soil over root areas, severing roots, improper application of chemicals,

improper pruning or the **Removal** of branches and bark and the term “injury” shall have corresponding meaning;

“**Landscaping**” means yards, patios, flowerbeds, walkways and other similar features that do not increase the flow or rate of flow of surface water to adjacent properties, EP zones or a waterway;

“**Minor Maintenance**” means the pruning, **Removal** or destruction of **Trees** on a property of a minor nature that is intended to improve the health of vegetation on the property but does not include any work related to property development or work completed in order to erect a building, a septic area, or waterfront accessory structures.

“**Major Damage**” to a **Tree** means any one of:

- (i) a wound greater than the square of the **DBH** of the **Tree** (for example, a wound with an area of 100 square centimeters is **Major Damage** to a **Tree** with a **DBH** of 10 cm),
- (ii) any wound greater than 1000 square centimeters,
- (iii) if the wound in paragraph (i) or (ii) contacts the ground then the wound shall be considered **Major Damage** if it is 60% of the size specified in paragraph (i) or (ii) respectively,
- (iv) broken branches destroying more than 30% of the **Crown**,
- (v) over-pruning of branches at the base of a tree more than 10% of the total height of the tree,
- (vi) the exposure, severing or compaction of more than 25% of the root area,
- (vii) the breaking off of any **Tree**,
- (viii) the noticeable tipping of any **Trees**,
- (ix) a cut greater than 1/3rd of the **DBH** or a cut with a depth of 1/10th of the **DBH**.

“**Navigable Waterway**” means any waterbody, natural or manmade, capable of carrying a water borne vessel. This includes waters capable of being used for commerce, transportation or recreation and there is no limit on the size of stream considered navigable in accordance with the Navigable Waters Protection Act.

“**Officer**” means a Municipal Law Enforcement **Officer** that has been appointed through a By-law in the **Township** of Seguin to administer and enforce by-laws in the **Township**;

“**Order**” means a mandatory requirement for action within a specified time period specifically issued by an **Officer** or other authorized personnel to address issues of non-compliance with any section of this by-law or the conditions of a **Permit** which includes a Stop Work **Order** or an **Order** to Remedy;

“**OPFA Member**” means a Registered Professional Forester or Associate Member of the Ontario Professional Foresters Association (OPFA) as defined in the Professional Foresters Act, 2000, S.O. 2000, c. 18, as amended;

“**Owner**” means the registered **Owner(s)** of the property;

“**Parking Area**” means the use of an area of land, building or structure associated with the principal use of the same lot for the parking of motor vehicles and does not include the ingress or egress lane(s) of a **Driveway**;

“**Patio**” means a platform without a roof with direct access to the ground, the floor of which is not more than 1.5 metres above grade which is designed and intended for use as an amenity spaces which is accessory to the principal use on the lot.

“**Permit**” means the authorization in writing from the **Director** or their designate provided such designate is an **Officer**, to **Injure** or **Destroy Trees** pursuant to this By-law;

“**Person**” means any individual, corporation, partnership, association, firm, trust, or other entity and includes anyone acting on behalf or under the authority of such entity;

“**Professional**” means a **Person**, who in the opinion of the **Township**, has experience and training in the pertinent discipline, and who is a qualified expert with expertise appropriate for the relevant critical area or subject;

“**Remove, Removes or Removal**” means to move from a place or position occupied; or

- (i) To transfer or convey from one place to another; or
- (ii) To take off; or
- (iii) To take away; withdraw; or
- (iv) To do away with; eliminate.

“**Re-naturalization Plan**” means a plan prepared and signed by an **Arborist** or **Professional** in accordance with the Guidelines for Waterfront Design in Seguin Township to the satisfaction of the Township;

“**Re-Vegetation Plan**” means a plan prepared and signed by an **Arborist** or **Professional** in accordance with the Guidelines for Waterfront Design in Seguin Township to the satisfaction of the Township;

“Riparian Zone” a 5-metre buffer adjacent to the high water mark of a stream, lake or wetland that contains a combination of trees shrubs and/or other perennial plants and is managed differently from the surrounding landscape.

“Site” means the area of land containing any **Tree(s)** proposed to be **Injured**;

“Temporary Access Road” means a temporary road that has been constructed for the purpose of gaining temporary access to a water access only property in order to allow for construction vehicles or other machinery to safely maneuver a property;

“Township” and **“Township of Seguin”** means The Corporation of the **Township** of Seguin;

“Tree” means a plant of any species of woody perennial plant including its root system which has reached or can reach a height of at least 4.5 m at physiological maturity;

“Tree Protection Plan” means a plan that includes the prescribed information as set out in Schedule “B” of this By-law and is completed by an **Arborist**.

“Tree Protection Zone” means the minimum required setback distance to protect a **Tree** from any activity during the construction process that may result in injury or harm, and is based on generally accepted arboriculture principles.

“Vegetation” means any woody plant, or contiguous cluster of plants including trees, shrubs, and hedgerows;

“Walkway” means an access pathway between the shoreline and shoreline structures to other areas on the lot. A Walkway shall be made of permeable, natural materials or **Dry-Laid** construction, and shall have a maximum width of 2.0 metres.

“Water Permeable” or **“Pervious”** means any material used or a style of construction or installation that allows water or other liquids to pass through the feature or structure, this definition can also be used for “permeable materials”.

“Zoning By-law” means the By-law regulating land use as provided for under the *Planning Act* within the **Township**.

2.0 LAND SUBJECT TO THIS BY-LAW

2.1 This By-law applies to the following lands within the Township:

- (a) All lands within 60 metres of the high-water mark of a Navigable Waterway:
 - i. In the Shoreline Area designation in the Official Plan;
 - ii. With the exception of commercial uses, in the Settlement Area designation in the Official Plan;
- (b) All lands on islands or water access only properties;
- (c) All lands zoned Environmental Protection (EP and EP1) in the Township Comprehensive Zoning By-law;

3.0 EXEMPTIONS

3.1 The provisions of this By-law do not apply to the following:

- (a) Activities or matters undertaken by a municipality or a local board of the Township;
- (b) Lots owned by the Township of Seguin.
- (c) Activities or matters undertaken under a license issued under the Crown Forest Sustainability Act, 1994;
- (d) The injuring or destruction of trees by a Person licensed under the *Surveyor's Act, R.S.O 1990, c. S.29* to engage in the practice of cadastral surveying or any Person in their employ while making a survey;
- (e) The Removal of damaged or destroyed Trees in the interests of public safety, health and general welfare following any man-made or natural disasters, storms, high winds, floods, fires, snowfalls, freezes, or as a result of insects, disease or wildlife;
- (f) Activities or matters undertaken by the provincial government or federal government or their authorized agents;
- (g) Trees that are part of plantations for the purposes of an orchard, nursery, or Christmas Tree farm;
- (h) Trees measuring less than 25 mm (1 inch) DBH;
- (i) The Removal of diseased Trees or stumps, in accordance with good forestry practice where one of the following are provided and approved by the Director or their designate before the Removal of any Tree takes place:

- (i) An Arborists Report satisfactorily confirming the Tree is diseased and providing rationale for why it should be removed. This report shall be available upon request of the Director, Officer or their designate; or
- (ii) By providing clear, concise and satisfactory evidence of disease through photographic evidence, Site investigation or other sufficient means that is approved by an Officer or the Director.
- (j) The removal of dead, dangerous or severely injured trees or stumps, in accordance with good forestry practice;
- (k) The pruning of tree branches in accordance with good arboricultural practice to maintain, improve, or protect tree health;
- (l) The injuring or destruction of Trees to facilitate development permitted by the approval of a site plan, a plan of subdivision, or other development agreement under section 41, 45, or 51 of the *Planning Act*;
- (m) The injuring or destruction of Trees to facilitate development permitted by a development permit authorized by regulation made under section 70.2 of the *Planning Act*.
- (n) The injuring or destruction of Trees by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act, 1998*, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
- (o) The injuring or destruction of Trees undertaken on land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
- (p) The injuring or destruction of Trees undertaken in accordance with an Aggregate Resources Act License.

Development Exemptions

- (q) The injuring or removal of Trees that is required in order to erect any building, structure, or septic system in respect of which a Building Permit or septic permit is issued; the approval of which has taken into consideration the protection of Trees surrounding the proposed building envelope. No Tree is to be removed or

Injured that is located more than 3.0 metres from the outer edge of the building, structure or septic system. For buildings, structures or septic systems within 20 metres of the high-water mark, see Section 3.1 (u) of this By-law.

- (r) The injuring or Removal of Trees that is required to erect any building, structure, or septic system permitted by the zoning by-law provided that no Tree is removed or Injured that is located more than 3.0 metres from the outer edge of the approved building envelope. The ability to Injure or remove Trees beyond 3.0 metres from the outer edge of the envelope does not apply to the installation of waterfront accessory structures. For buildings, structures or septic systems within 20 metres of the high-water mark, see Section 3.1 (u) of this By-law.
- (s) The injuring or destruction of Trees for the purpose of one (1) Temporary Access Road no wider than 4.5 metres on properties only accessible by water. The Temporary Access Road shall not be perpendicular to the shoreline. This area shall be subject to a Re-vegetation Plan or Re-naturalization Plan that is satisfactory to the Township and which is completed by a qualified Professional in that field.
- (t) The injuring or removing of Trees necessary for the installation of a Driveway upon obtaining any necessary entrance Permit from the Township of Seguin, Ministry of Transportation or other relevant authority, and subject to the following conditions:
 - (i) The Driveway does not extend closer to the high water mark of a Navigable Waterway than the rear of a dwelling, sleeping cabin or garage to which it is serving, and is no closer than 20 metres from the high water mark; and,
 - (ii) The Driveway is not located on lands zoned Environmental Protection (EP or EP1) under the Zoning By-law.
- (u) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of waterfront accessory structures in accordance with Section 4.1.9 of the Township of Seguin Zoning By-law 2006-125 provided that:
 - (i) Despite the exemption in Section 3.1 q) and r), no **Tree** is removed or **Injured** that is located more than 1.5 metres from the outer edge of the approved building envelope; This provision shall not apply to Patios or Walkways;

- (ii) No Tree is removed or Injured within the 5 metre Riparian Zone along the shoreline;
- (v) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of a **Patio** provided that:
 - (i) In accordance with Seguin's Site Alteration By-law, Trees are only to be removed for a Patio made of Dry-Laid, or other natural permeable materials;
 - (ii) The cumulative area of all Patio clearings does not exceed 28 square metres for lots with a frontage of 90 metres or less;
 - (iii) The cumulative area of all Patio clearings does not exceed 40 square metres for lots with a frontage of more than 90 metres;
 - (iv) The maximum elevation of the Patio is 1.5 metres above existing grade;
 - (v) The Removal of Trees does not occur within the 5 metre Riparian Zone along the shoreline to facilitate the installation of a **Patio**;
 - (vi) No additional Tree removal or injury occurs beyond the outer edge of the Patio;
- (w) The injuring or Removal of Trees within 20 metres of the high water mark necessary for the installation of a **Walkway** provided that:
 - (i) In accordance with Seguin's Site Alteration By-law, Trees are only to be removed for a Walkway made of Dry-Laid, or other natural permeable materials;
 - (ii) The area of tree removal to accommodate the Walkway is a maximum width of 2 metres;
 - (iii) No additional tree removal or injury occurs beyond the outer edge of the Walkway;
- (x) The injuring or Removal of Trees between 20 and 60 metres of the high water mark for **Landscaping** ancillary and accessory to permitted buildings or structures.

4.0 GENERAL PROVISIONS AND REGULATIONS

4.1 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal within 20 metres of the high water mark of a Navigable Waterway for those lands:

- a) Designated as Shoreline Area in the Township Official Plan;
- b) Designated as Settlement Area in the Township Official Plan with the exception of commercial uses;

Unless such injury or destruction or removal of a tree occurs in accordance with an applicable exemption as set out in Section 3.0.

4.2 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal within an area zoned Environmental Protection (EP and EP1) in the Township's Comprehensive Zoning By-law, except in conjunction with the permitted uses of the zone and in compliance with the Zoning By-law;

4.3 No Person shall cause or permit the Injury to a Tree, Tree Destruction or Tree Removal without an Owner or Person first obtaining a Permit under this By-law in any area on an island; Unless such injury or destruction of a tree occurs in accordance with an applicable exemption as set out in Section 3.0.

4.4 No Person shall permit or cause the Injury to a Tree, Tree Destruction or Tree Removal without an Owner or Person first obtaining a Permit under this By-law:

- a) with the exception of commercial uses, in any area between 20 metres and 60 metres of the high water mark of a Navigable Waterway for those lands designated as Settlement Area in the Township's Official Plan;
- b) in any area between 20 metres and 60 metres of the high water mark of a Navigable Waterway for those lands designated as Shoreline Area in the Township's Official Plan;

Unless such Injury to a Tree, Tree Destruction or Tree Removal occurs in accordance with an applicable exemption as set out in Section 3.0.

4.5 Despite Sections 3.1 (q) and (r) of this By-law, no Person shall cause or permit the Injury to a Tree, Tree Destruction or Tree Removal in order to erect a building, structure or thing for an occasional or special event as permitted by the Comprehensive Zoning By-law;

4.6 No Person shall fail to re-vegetate or re-naturalize a Temporary Access Road upon completion of work permitted under a Building Permit or septic Permit; in accordance with the requirements for a re-vegetation or re-naturalization plan as required by this by-law.

- 4.7 No Person shall fail to comply with an Order issued under this By-law;
- 4.8 No Person shall pull down, remove or deface an Order posted under this By-law;
- 4.9 No Person shall fail to produce or post Permit as required under this by-law;
- 4.10 Sufficient erosion and sedimentation control measures, such as a sedimentation fence, shall be provided around any area that may be disturbed in a manner satisfactory to the Director or an Officer prior to the commencement of any injury or destruction of Trees in relation to any property development but does not include Minor Maintenance of a property, and shall be maintained in good working order until the Site has been stabilized and operations completed;
- 4.11 No Person shall fail to erect an adequately installed sedimentation fence before the commencement of any injury or destruction of Trees in relation to property development or construction of a building, structure, septic area or shoreline accessory structure;
- 4.12 No Person shall fail to adequately maintain a sedimentation fence during any Injury to a Tree, Tree Destruction or Tree Removal or construction of a building, structure, septic area, Patio or Walkway;
- 4.13 No Person shall permit any Injury to a Tree, Tree Destruction or Tree Removal contrary to the provisions of any Agreement entered into with the Township that is registered or approved for the property on which such injury or destruction of Trees take place.
- 4.14 No Person shall permit any Injury to a Tree, Tree Destruction or Tree Removal before the appropriate approvals have been issued whether through a Site Plan Agreement, Subdivision Agreement, Development Agreement, Development Permit, a Building Permit or a Septic Permit.
- 4.15 No Person shall, after the destruction or injury of diseased Tree(s), fail to produce an Arborists Report immediately upon the request of the Director, Officer or their designate.
- 4.16 The exemption under Section 3.1 (q) of this By-law does not allow an Owner or Person to cause Injury to a Tree, Tree Destruction or Tree Removal within 3.0 m of the area in which the shoreline accessory structure will be located without an Owner or Person first obtaining a Permit under this By-law.
- 4.17 The exemption under Section 3.1 (u) of this By-law does not allow an Owner or Person to cause Injury to a Tree, Tree Destruction or Tree Removal beyond 1.5 metres of the outer edge of the approved building envelope for

the shoreline accessory structure without an Owner or Person first obtaining a Permit under this By-law.

- 4.18 The exemption under 3.1 (v) and 3.1 (w) of this By-law does not allow an Owner or Person to cause Injury to a Tree, Tree Destruction or Tree Removal beyond the outer edge of the Patio or Walkway unless otherwise granted permission through a Site Plan Agreement or without an Owner or Person first obtaining a Permit under this By-law.

5.0 APPLICATION REQUIREMENTS

5.1 A **Permit** is required under this By-law as follows:

- (a) Every **Person** who intends to cause Injury to a Tree, Tree Destruction or Tree Removal where a **Permit** is required to do so under this By-law shall first complete and submit an application to the **Township** containing the information set out in Schedule "A" to this By-law, in such form as may be approved by the **Director**;
- (b) Is accompanied by the prescribed fees payable to the **Township** in accordance with the existing **Township** of Seguin Fees and Charges By-law;
- (c) As part of the application for a **Permit**, the **Owner** shall permit an **Officer**, **Director** or anyone designated by an **Officer** or **Director** to enter upon their property and undertake such **site** inspections as may be required to consider the application. An **Officer**, **Director** or anyone designated by an **Officer** or **Director** may undertake a **Site** inspection prior to, during and after the proposed activity.
- (d) At the **Directors** discretion, all applications to cause Injury to a Tree, Tree Destruction or Tree Removal may be required to include a **Tree Protection Plan** in accordance with the requirements in Section 11 of this By-law and/or **Financial Assurance** in an amount and form acceptable to the **Director**;
- (e) Applications to cause Injury to a Tree, Tree Destruction or Tree Removal shall include any report required by the **Township** or external agency (e.g. **Tree Protection Plan**, vegetation analysis, environmental impact assessment, geotechnical report, **Arborists Report**, or hydrogeological report.)
- (f) An application for a **Permit** shall only be deemed complete if;

- (i) The application has been completed in full;
- (ii) The **Owner/Applicant** has signed the application;
- (iii) The party who will be undertaking or responsible for the injuring or destruction of **Trees** has signed the application;
- (iv) The application fee has been paid;
- (v) Any required inspections have been undertaken;
- (vi) Any required reports have been submitted; and
- (vii) **Financial Assurance**, if required by the **Director**, has been provided.

6.0 ISSUANCE OF PERMIT

6.1 The **Director** shall issue a **Permit** to cause Injury to a Tree, Tree Destruction or Tree Removal where the **Director** is satisfied that:

- (a) The application is complete, in accordance with this By-law and the Schedules;
- (b) The **Site** is not within an area where Injury to a Tree, Tree Destruction or Tree Removal is prohibited under Section 4 of this By-law;
- (c) The injury, destruction or removal of **Tree(s)** is required to permit the establishment or extension of a use permitted by the **Zoning By-law** and there is no reasonable alternative to the injury or destruction of the **Tree(s)**;
- (d) All other **Permits**, application material, background studies, **Agreements**, documents, reports, development approvals under the *Planning Act* and **Financial Assurances**, if required, have been received, reviewed and approved to the satisfaction of the **Director**;
- (e) Any other matters that the **Director** considers relevant.

6.2 The **Director** has the discretion to require a **Financial Assurance** as a condition of issuing a **Permit**, and the **Financial Assurance** shall be dealt with the following conditions:

- (a) The **Financial Assurance** may be drawn upon by the **Township** to remedy any deficiency in work under a **Permit**, including but not limited to **Site** restoration.

- (b) The **Financial Assurance** shall remain in effect for the full duration of the **Permit**.
- (c) Any **Financial Assurance** in the form of a letter of credit shall contain a clause stating that 30 days' written notice shall be given to the **Township** prior to its expiry or cancellation. In the event that the **Township** receives this notice, and further securities are not provided by the **Owner**, the **Director** may draw on the letter of credit to render it as cash security.
- (d) The **Financial Assurance** shall be released by the **Township** following the completion of a final inspection to the satisfaction of the **Director**.

7.0 RENEWAL, TRANSFER, EXPIRY AND REVOCATION OF PERMITS

Renewal

- 7.1 A **Permit** which has expired may be renewed by the **Director** as appropriate, within a period of three months before the date of expiry upon the submission of a written request to the **Director** accompanied by a payment of one-half of the original Application Fee, provided that the proposed work which was the subject of the **Permit** has not been revised;
- 7.2 A **Permit** which has been renewed in accordance with Section 7.1 shall thereafter be treated as a new **Permit** except that it shall not again be renewed.
- 7.3 A **Permit** which has been renewed in accordance with Section 7.1 shall rely on the **Tree Protection Plan** for the **site** that is referenced in the existing **Permit**.

Transfer

- 7.4 A **Permit** shall expire upon the transfer of ownership of the **Site** unless the new **Owner** provides a written commitment to comply with all conditions under which the **Permit** was issued, prior to transfer of the **Site**, including compliance with this By-law and **Agreement** to provide **Financial Assurance** in a form and amount acceptable to the **Director**, at which time any **Financial Assurance** previously provided by the original **Permit** holder pursuant to this By-law shall be released.

7.5 Failing the written commitment from the new **Owner**, the **Permit** shall be deemed to be cancelled as of the date of transfer of ownership of the Site.

7.6 A **Permit** is not transferable to another **Site**.

Expiry and Revocation

7.7 A **Permit** expires on the date set out in the **Permit**.

7.8 The **Township** may revoke any **Permit** if:

- (a) It was obtained on mistaken, false or misleading information;
- (b) It was issued in error;
- (c) The **Owner** or **Permit** holder requests it be revoked in writing;
- (d) Work authorized under the **Permit** has not commenced prior to its expiry date;
- (e) The **Owner** has breached any of the prohibitions of Section 4 of this By-law;
- (f) The **Township** has drawn on the **Financial Assurance** provided by the **Owner** or Applicant in accordance with Section 6.2 of this By-law; and
- (g) The land has been transferred and the new **Owner** has not complied with the requirements under section 7.4 of the By-law.

7.9 When a **Permit** expires or is revoked, the **Owner** shall immediately cease all **Tree** Injury, Destruction or Removal and shall immediately rehabilitate and revegetate the **site** to the **Township's** satisfaction. If the **Owner** has registered a site plan **Agreement**, a subdivision **Agreement**, or a developmental **Agreement** that includes the Re-vegetation of the **Site** as a condition or requirement, Re-vegetation shall take place in accordance with that **Agreement**.

7.10 No **Person** shall **Injure**, **Remove** or **Destroy** a **Tree** while a **Permit** is expired or revoked.

8.0 CONDITIONS TO PERMIT

8.1 The following shall be deemed to be conditions to the issuance of every **Permit** under this By-law:

- (a) **Marking of Trees**

Prior to the issuance of the **Permit**, the **Owner** shall cause all **Trees** which are to be injured, removed, or destroyed to be marked with clearly visible marks of yellow or orange paint at both Breast Height

and a line upon the base of the tree so that when cut, the paint mark is split between the butt of the log and stump after cutting.

(b) Limitation of Damage to Residual **Trees**

During the course of injuring or destroying **Trees** pursuant to a **Permit** issued in accordance with this By-law, no **Person** shall:

- (i) Cause **Major Damage to Trees** forming more than 10% of the total residual basal area of the portion of the property which is the subject of the **Permit**;
 - (ii) Cause **Major Damage to Trees** forming more than 15% of the residual basal in the size class of 10 cm **DBH** or more in the portion of the property which is the subject of the **Permit**;
 - (iii) Cause **Major Damage to Trees** forming more than 15% of the residual basal area in the size class of 10cm **DBH** or less in the portion of the property which is the subject of the **Permit**;
 - (iv) Create or permit skid trails covering more than 20% of the ground area in the portion of the property that is the subject of the **Permit**.
- (c) Prior to commencement of any work that would result in injury to or destruction of **Trees** authorized pursuant to this By-law, the **Person** causing such work to be carried out shall ensure that the **Permit** is posted in a conspicuous place within the property.
- (d) Conditions Required by the **Director**
- (i) In addition to the above conditions, the **Director** may attach conditions to the **Permit** which in the opinion of the **Director** are reasonable and related to the purposes of this By-law or the safety and convenience of the public that may include but are not limited to the following:
 1. the manner and timing in which the injuring and destruction of **Trees** is to be carried out;
 2. the qualifications of **Persons** authorized to **Injure, Remove or Destroy Trees**;
 3. the species, size, number, and location of replacement **Trees** to be planted; and
 4. measures to be implemented to mitigate the direct and indirect effects of the injuring or destruction of

Trees on the natural environment including protected **Trees** adjacent to or on the land where the **Tree** destruction or injury is to take place; and

5. **Financial Assurance**

- (e) An **Officer**, a **Director** or any **Person** authorized by an **Officer** or **Director**, may at all times enter upon and inspect any land for the purposes of enforcing this By-law, determining compliance with this By-law, determining compliance with terms and conditions of a **Permit** issued under this By-law, determining compliance with an Order issued under Section 12 of this By-law or laying charges under this By-law.

9.0 **DURATION OF PERMIT**

- 9.1 Every **Permit** shall be issued to the **Applicant** and shall expire twelve (12) months after issuance. The injury, removal or destruction of **Trees** is restricted to times outside of the period of April 1 to September 30 inclusive in any year. The expiry date in the **Permit** shall be deemed to have been extended to a date in the month next following the restricted period that would have the effect of granting the **Permit** to an **Owner** for a full twelve month period clear and not including the restricted period.
- 9.2 All **Permits** for the injury, removal or destruction of **Trees** will be deemed not to be in effect during the period of April 1 to September 30 inclusive.
- 9.3 The **Director** may extend the expiration date of a **Permit** if a written request for an extension is received by the **Director** a minimum of 10 working days before the date the **Permit** expires. Any request that is received after this time may require the submission of a new application. In no case shall the **Director** extend a **Permit** for a period of greater than 6 months.

10.0 **REVIEW OF DECISIONS OF DIRECTOR**

10.1 An **Applicant** for a **Permit** under this By-law may request a review by **Council**:

- (a) where the **Director** refuses to issue a **Permit**, within ten (10) days after the refusal; or
- (b) if the **Director** fails to make a decision on a complete Application, within thirty (30) days after an application is received by the **Director**, or
- (c) if the **Applicant** objects to a condition in the **Permit**, within thirty (30) days after the issuance of the **Permit**.

11.0 REQUIREMENTS FOR TREE PROTECTION PLANS, RE-VEGETATION PLANS OR RE-NATURALIZATION PLANS

- 11.1 Every **Tree Protection Plan, Re-vegetation Plan or Re-naturalization Plan** shall be signed by a Registered Professional Forester as defined in the Ontario Professional Foresters Act or an **Arborist** as defined in this By-law;
- 11.2 A **Tree Protection Plan** shall identify and include all requirements as set out in Schedule “B” of this By-law;
- 11.3 Every **Re-vegetation Plan or Re-naturalization Plan** shall be signed by an **Arborist or Professional** as defined in this By-law
- 11.3 The **Township** may request additional information on any **Tree Protection Plan Re-vegetation Plan or Re-naturalization Plan** that is submitted with an application.

12.0 ORDERS

- 12.1 Where the **Director**, their designate or an **Officer** is satisfied that a **Person** has contravened any provision of this By-law, the **Officer** may issue a “Stop Work Order”, an “Order to Remedy” or both and such Orders shall contain:
- (a) The municipal address and legal description of the land, this may also include the roll number associated with the land;
 - (b) Reasonable particulars of the contravention(s); and
 - (c) The period in which there must be compliance.
- 12.2 The Orders issued pursuant to Section 12.1 of this By-law will require a **Person** or corporation who has contravened any section of this By-law to:
- (a) Cease all work in relation to **Tree** cutting, limbing or pruning;
 - (b) Submit a **Re-vegetation plan or re-naturalization plan** that is satisfactory to the **Township** and which is completed by a qualified **Professional** in that field;
 - (c) Submit a **Tree Protection Plan** satisfactory to the **Township** and which is completed by a registered **Professional** forester;
 - (d) Submit a satisfactory sketch of the property outlining all remedial work that will be completed in order to revegetate or re-naturalize the property.
 - (e) Submit **Financial Assurance** sufficient to cover the costs of completing any requirement of the **Township** in fulfilling the Order;

- (f) Complete the works required in the **Tree Protection Plans, Re-vegetation Plan** or **Re-naturalization Plan** in the timeframe provided within the Order;
 - (g) Eliminate any hazard or potential hazard from the **Removal, limbing or pruning of Trees** and to restore the **Site** to a condition of safety and/or its original environmental condition to the satisfaction of the **Township**.
 - (h) Undertake such further investigations as required by the **Township** to identify the extent of any breach of this By-law and do work to correct the contravention, as deemed appropriate by the **Township**.
 - (i) Any other requirement as deemed necessary by the **Director** or **Officer**.
- 12.3 Any remedial work that is ordered through a “Stop Work Order” or an “Order to Remedy”, at the **Officers** discretion shall be done in accordance with a **Professional’s** plan or a sketch of the property that identifies what remedial work will be completed to satisfy the Order and shall be submitted to the **Township** within the period of compliance provided for on the Order.
- 12.4 An Order is not deemed to be complied with until the **Professional’s** plan or sketch of remedial work has been approved by the **Township** and the remedial work has been completed to the satisfaction of the **Township**.
- 12.5 Any Order issued under this section may be served personally and/or served by sending it by registered mail, and/or email to the last known address of;
- (a) The **Owner** of the property at the address shown on the municipal tax rolls;
 - (b) The **Person** identified as contravening this by-law;
 - (c) If sent via email, the Order shall be sent to the last known email address of the **Person(s)** or corporation(s) in which the Order is addressed to.
- 12.6 Where service of an Order is made by registered mail, the Order shall be deemed to have been served on the fifth day after the Order is mailed.
- 12.7 Where service of an Order is made by email, the Order shall be deemed to have been served on the fifth day after the Order was emailed or upon a response from the recipient of the Order.
- 12.8 Where service cannot be made under Section 12.5, it is deemed sufficient if the **Director**, their designate or **Officer** places a placard containing the terms of the Order in a conspicuous place on the affected lands and the

placing of the placard shall be deemed to be sufficient service of the Order on the **Person** to whom the Order is addressed to;

- 12.9 If the **Owner** or **Permit** holder fails to do the work required by an “Order to Remedy” or “Stop Work Order” issued pursuant to Sections 12.1-12.2 inclusive of this By-law within the period specified, the **Township**, in addition to all other remedies it may have, may do the work and for this purpose may enter on the land with its employees and agents. The costs incurred by the **Township** in so doing shall be paid by the **Owner** of the land and may be recovered by the **Township** in the same manner as property taxes or by drawing on the **Financial Assurance** provided.
- 12.10 Any costs incurred by the **Township** on behalf of an **Owner** as a result of remedial action as outlined in Section 12.9 of this By-law will also include interest calculated at a rate of 15% per annum which is calculated for the period commencing on the day the **Township** incurs the cost and ending on the day the cost, including the interest, is paid in full;
- 12.11 The amount of the cost incurred could constitute a lien on the land upon which the registration in the proper land registry office of a notice of lien. The lien is in respect of all costs that are payable at the time the notice is registered plus interest accrued at the rate established in Section 12.10 to the date full payment is made;
- 12.12 Upon the **Township** receiving payment of all costs payable plus interest accrued to the date of payment, the **Township** shall register a discharge of the lien in the proper land registry office at the expense of the **Owner**;
- 12.13 If a **Person** or corporation is not satisfied with the terms of an “Order to Remedy” or a “Stop Work Order” they may request an appeal to be heard by **Council** or any appointed appeal body/committee by submitting an appeal form within 30 days of receiving the Order upon paying the prescribed fees as set out in the **Township** of Seguin Fees and Charges By-law;
- 12.14 When an appeal is heard by **Council**, **Council** has the power to confirm, modify or rescind an “Order to Remedy” or “Stop Work Order”. The decision of **Council** is final and no further appeals are permitted.

13.0 INSPECTION AND ENFORCEMENT

- 13.1 No **Person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law. Any

Person who is alleged to have contravened any of the provisions of this By-law shall identify themselves to the **Officer** upon request, failure to do so shall be deemed to have obstructed or hindered the **Officer** in the execution of his duties.

- 13.2 The **Director**, their designate or an **Officer** may, at any reasonable time, enter and inspect any land to determine whether provisions of this By-law, a condition of a **Permit** issued under this By-law has been complied with, or to ensure that an order issued under this By-law or Section 431 of the *Municipal Act, 2001*, has been complied with;
- 13.3 For the purposes of conducting an inspection pursuant to Section 13.2 of this By-law, the **Township** may, in accordance with Section 436(2) of the *Municipal Act, 2001*;
- (a) Require the production of documents or things relevant to the inspection;
 - (b) Inspect and **Remove** documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) Require information from any **Person** concerning a matter related to the inspection;
 - (d) Alone or in conjunction with a **Person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
- 13.4 Upon completion of the work pursuant to the **Permit**, the **Owner** and/or **Permit** holder shall contact the municipality for an inspection;
- 13.5 This By-law shall be administered and enforced by the **Director**, their designate or an **Officer**.

14.0 OFFENCES AND PENALTIES

- 14.1 Every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33. The applicable fines are as set out in Schedule "C" of this By-law.
- 14.2 Every person who contravenes the provisions of any section of this By-law, is guilty of an offence under the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed

\$100,000 exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.

- 14.3 Every director or officer of a corporation who contravenes any provisions of the By-law is guilty of an offence under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended and is liable on conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$100,000 exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.4 Every person who contravenes the provisions of any section of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of the By-law by the corporation is guilty of an offence under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended and is also liable for a special fine in circumstances where there is an economic advantage or gain from the contravention of this By-law and the maximum amount of the special fine may exceed \$100,000.
- 14.5 If there is a contravention of any provision within this By-law, and the contravention has not been complied with or corrected, the contravention of the provisions shall be designated as a continuous offence for each day or part of a day that the contravention remains uncorrected.
- 14.6 For the purposes of this By-law, if there is an offence respecting two or more acts or omissions, each of which separately constitutes an offence and is a contravention of the same provision of this By-law, then the offence is deemed a multiple offence.
- 14.7 For the purpose of continuous offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable on conviction to a penalty not exceeding \$10,000 per day or part thereof, exclusive of costs, under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.8 For the purpose of multiple offences, every person who contravenes any provision of this By-law, and every director or officer of a corporation who knowingly concurs in the contravention of this By-law by the corporation, is guilty of an offence and is liable on conviction to a penalty not exceeding \$10,000 per offence, exclusive of costs under the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended.
- 14.9 Notwithstanding Section 14.7 and 14.8, and in accordance with the provisions of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended, the

total of all fines for the continuous offences or multiple offences is not limited to \$100,000.

- 14.10 If an Order has been issued under this By-law, and the Order has not been complied with, the contravention of the Order shall be designated as a continuous offence for each day or part of a day that the Order is not complied with.

15.0 OTHER APPROVALS

- 15.1 The issuance of a **Permit** under this By-law does not excuse the **Owner** from complying with other applicable federal and provincial legislation and municipal By-laws.

16.0 CONFLICT WITH OTHER BY-LAWS

- 16.1 Nothing in this By-law shall exempt any **Person** from complying with the requirement of any By-law in force or from obtaining any license, permission, **Permit**, authority or approval required under any By-law or legislation.

17.0 SEVERABILITY

- 17.1 If any section or sections of this By-law or parts thereof are found by any Court to be illegal or beyond the power of the **Council** to enact, such Section or Sections or parts thereof shall be deemed to be severable and all other Sections or parts of this By-law shall be deemed to be separate and independent there from and continue in full force and effect unless and until similarly found illegal.

18.0 INTERPRETATIONS

- 18.1 For the purposes of this By-law, all measurements are shown in metric and imperial equivalent is in brackets following. The metric measurement shall prevail and the imperial equivalent is for reference only.

18.2 "m" in this By-law refers to metres.

18.3 In this By-law words used in the present tense include the future, words in the masculine gender include the feminine and neutral; the singular number includes the plural, and the plural includes the singular.

19.0 ADMINISTRATION

19.1 Schedules "A" to "C" shall form part of this By-law.

19.2 The short title of this By-law is the "Tree Conservation By-law".

20.0 EFFECTIVE DATE

20.1 By-law No. 2008-103 is hereby repealed.

20.2 This By-law will come into force and effect on the date of passage.

READ a First, Second and Third time, and finally passed this **xx** the day of xxxx, 2023.

Ann MacDiarmid, Mayor

Craig Jeffery, Clerk

SCHEDULE "A"

Information Required for Application

1. Name, address and telephone number of all owners.
2. Signature or authorization of all owners.
3. Name, address, and telephone number of person retained to perform work on trees under permit, and contact name if corporation or company.
4. Municipal Address of property (if assigned)

5. Legal description of property
6. Number of trees affected and the general location of said trees in relation to buildings or other features
7. A Tree Protection Plan (where required) with requirements as set out in Schedule "B"
8. A Re-naturalization Plan (where required)
9. A Re-vegetation Plan (where required)

SCHEDULE "B"- TREE PROTECTION PLAN REQUIREMENTS

Such plans will include the following but are not limited to:

1. Accurate plotting and identification of all trees on the plan;
2. Species referenced to municipal address, ownership and location through an accurate plotting and identification of all trees;
3. Diameter at breast height (DBH), measured in centimeters at 1.37 m above ground level;
4. Tree health/disease

5. Crown spread, measured in metres on a drawing indicating the appropriate scale, showing extent of tree foliage covering the lot;
6. Soil compaction inside the Tree Protection Zone using methods approved by the Township;
7. Tree risk assessment for trees deemed hazardous as assessed by the Registered Professional Forester, must be provided in accordance with “ Best management Practices, Tree Risk Assessment, International Society of Arboriculture” as revised from time to time, including a photographic record of each tree as required by the Township; and
8. For each tree identified as being preserved and each tree recommended for removal, the valuation as determined by the most recent International Society of Arboriculture’s Guide for Plant Appraisal.
9. Approved Grading plan. This requires collaboration of the applicant’s engineering and arboricultural consultants;
10. Approved servicing plan indicating water, sewer/storm, hydro, gas, bell, cable and any other impacted utility. This requires collaboration of the applicant’s engineering and arboricultural consultants;
11. Tree protection zone (TPZ) limits;
12. Appropriate signatures in accordance with the Tree Protection Plan and;
13. The name and contact information for the arborist responsible for monitoring the implementation of the plan;
14. Hand drawn sketches will not be accepted.

SCHEDULE “C”: SET FINES

**THE CORPORATION OF THE TOWNSHIP OF SEGUIN
PART I Provincial Offences Act
By-law 2023-XXX: Tree Conservation By-law**

Item	Column 1 Short form wording	Column 2 Provision creating or defining offence	Column 3 Set fine
------	--------------------------------	---	----------------------

1	Injure or destroy a tree within 20 metres of navigable waterway in Shoreline Area or Settlement Area Designation.	4.1	\$1000.00
2	Injure or destroy a tree within an area zoned Environmental Protection	4.2	\$1000.00
3	Injure or destroy a tree on an Island without obtaining a permit	4.3	\$1000.00
4	Injure or destroy a tree within 20-60 metres of navigable waterway in Shoreline Area or Settlement Area Designation without obtaining permit	4.4	
5	Injure or destroy a tree for occasional or special event	4.5	\$1000.00
6	Fail to re-vegetate or re-naturalize temporary access road	4.6	\$1000.00
7	Fail to comply with an Order	4.7	\$1000.00
8	Pull down or deface an Order	4.8	\$500.00
9	Fail to produce or post permit	4.9	\$500.00
10, 11	Fail to erect sedimentation fence	4.10 and 4.11	\$1000.00

12	Fail to maintain sedimentation fence	4.12	\$1000.00
13	Permit injury or destruction of tree contrary to agreement	4.13	\$1000.00
14	Permit injury or destruction of tree before approval has been issued	4.14	\$1000.00
15	Fail to produce arborist report	4.15	\$1000.00
16	Permit injury, removal or destruction of tree beyond 1.5 metres of the area in which a Shoreline Accessory Structure is erected without first obtaining a permit	4.17	\$1000.00
17	Remove Trees beyond the outer limit of a patio or walkway without first obtaining a permit	4.18	\$1000.00
17	Injure or destroy a tree while permit is expired or revoked	7.10	\$1000.00
18	Obstruct or interfere with an Officer	13.1	\$500.00

NOTE: The penalty provision for the offences indicated above is section XX of By-law No. XXXX-XX, a certified copy of which has been filed.