

# ***THE CITY OF VAUGHAN***

# ***BY-LAW***

## **BY-LAW NUMBER 000-2024**

**A By-law to regulate the planting, maintenance and removal of Trees on public and private property in the City of Vaughan and to repeal By-laws 052-2018, 258-83, 95- 2005, 185-2007, and 205-2007.**

**WHEREAS** section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 (“*Municipal Act*”) provides that powers of a municipality shall be interpreted broadly as to confer broad authority on the municipality to (a) enable the municipality to govern its affairs as it considers appropriate, and (b) enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** section 11(2) of the *Municipal Act* provides that a lower-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality, including respecting climate change;

**AND WHEREAS** the Regional Municipality of York (“York Region”) enacted the *Forest Conservation By-law 2013-68*, as amended, to prohibit or regulate the destruction or injuring of trees in *Woodlands* and *Woodlots* in the *York Region*;

**AND WHEREAS** section 135(1) of the *Municipal Act* without limiting sections 9, 10 and 11 and subject to a by-law passed by an upper-tier municipality, provides for a lower-tier municipality to prohibit or regulate the destruction or injuring of trees;

**AND WHEREAS** section 425 of the *Municipal Act* provides for a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

**AND WHEREAS** section 426 of the *Municipal Act* provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

**AND WHEREAS** section 429 of the *Municipal Act* provides for a municipality to establish a system of fines for offences under a by-law of the municipality passed under this Act;

**AND WHEREAS** section 434.1 of the *Municipal Act* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal*

*Act*;

**AND WHEREAS** section 436 of the *Municipal Act* provides for a municipality to pass by-laws that authorize it to enter on land at any reasonable time for the purpose of carrying out an inspection to determine if a by-law of the municipality is being complied with, or to determine if an order or direction of the municipality made under the Act or made under the by-law is complied with, and may require information, inspect documents and take samples;

**AND WHEREAS** the Council of City of Vaughan wishes to pass a by-law that, for the purpose of protecting the municipality's tree canopy, regulates the removal of trees within the City;

**AND WHEREAS** the Council of the City of Vaughan has adopted an Urban Forest Management Plan and Woodland Management Strategy prioritizing the protection of trees for generations to come as one of five over-arching goals;

**NOW THEREFORE** the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

**1.0 Authority and Short Title**

1. The By-law shall be known and referenced as the "Tree Protection By-law".

**2.0 Applicability and Scope**

1. This By-law applies to all properties and *Public Lands* within the boundaries of the *City*.
2. Despite any prohibitions or restrictions in this By-law, its provisions do not apply to:
  - (a) any *Trees* that are regulated under the *York Region's Forest Conservation By-law*, such as *Woodlands* and *Woodlots*; or
  - (b) any activities or matters undertaken by the *City*, *York Region*, Toronto and Region Conservation Authority, or any other government authority, or conservation authority.
3. In accordance with section 135(12) of the *Municipal Act*, this by-law does not apply to:
  - (a) activities or matters undertaken by a municipality or a local board of a municipality;
  - (b) activities or matters undertaken under a licence issued under the *Crown*

*Forest Sustainability Act, 1994;*

- (c) the injuring or *Destruction of Trees* by a *Person* licensed under the *Surveyors Act* to engage in the practice of cadastral surveying, or his or her agent, while making a survey;
- (d) the injuring or *Destruction of Trees* imposed after December 31, 2002, as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51 or 53, respectively, of the *Planning Act* or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
- (e) the injuring or *Destruction of Trees* imposed after December 31, 2002, as a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under the regulation;
- (f) 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;
- (g) the injuring or *Destruction of Trees* undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*; or
- (h) the injuring or *Destruction of Trees* undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
  - (i) that has not been designated under the *Aggregate Resources Act* or a predecessor of that Act; and
  - (ii) on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*.

### **3.0 Definitions and Interpretation**

1. In this By-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine and further, the converse of the foregoing also applies where the context requires.
2. Wherever a word is used in this By-law with its first letter capitalized and the

whole word is italicized, the term is being used as it is defined in 3.0(4) of this By-law. Where any word appears in ordinary case, the commonly applied English language meaning is intended.

3. Any reference to a statute, regulation, by-law or other legislation shall include such statute, regulation, by-law or legislation as amended, re-enacted, replaced, or superseded.

4. For the purposes of this By-law:

“Applicant” means a *Person* seeking to obtain a *Tree Removal Permit* or *Tree Protection Agreement* and who, either personally or through an *Authorized Agent*, makes such an *Application*. For clarity, an *Applicant* shall always include the *Owner* of the property to which the *Application* pertains;

“Application” means an application for a *Tree Removal Permit* or a *Tree Protection Agreement*;

“Arborist” means a *Person* who has an *Arborist* certification, or equivalent, through by the Ontario Ministry of Training, Colleges and Universities, the International Society of Arboriculture (ISA), the American Society of Consulting *Arborists* (ASCA), or is a Registered Professional Forester as defined in the *Professional Foresters Act, 2000*, S.O. 2000, c. 18;

“Arborist Report” means a report prepared by an *Arborist* or *Landscape Architect* which provides details on the location, species, size, condition, structural integrity, impacts of construction, mitigation recommendations and any other information required by the *Director of Forestry* regarding a *Tree(s)* to be *Destroyed, Injured* or removed, in accordance with the American National Standards Institute, ANSI 300 Tree Care standards;

“Authorized Agent” means a *Person* authorized in writing by an *Applicant* or *Permit Holder* to act on behalf of such *Applicant* or *Permit Holder*, such as for the purpose of making an *Application* or otherwise complying with the provisions of this By-law;

“Base Diameter” is a measurement used when a *Tree* has been cut down to less than 1.37 m in height above the existing grade, and means the measurement of the *Diameter* of the trunk of a *Tree* from outside the bark at the existing grade of the ground adjoining its base;

“City” means the Corporation of the City of Vaughan, and includes employees and

agents acting on the Corporation's behalf;

"Council" means the Council of the *City*;

"Dangerous" with respect to this By-law, means a situation in which there appears to be an immediate threat to property or life;

"Dead" means a *Tree* that has no living tissue;

"Diameter" with respect to a *Tree*, means the measurement at 1.37 metres above existing grade of the ground adjoining its base, outside the bark, of:

(a) where there is only one trunk, the diameter of the trunk of a *Tree*; or

(b) where there are multiple trunks on a *Tree*, the square root of the sum of the diameters of the three largest trunks squared;

"Director of Enforcement" means the Director and Chief Licensing Officer of By-law and Compliance, Licensing and Permit Services, or his or her designate;

"Director of Forestry" means the Director of Parks, Forestry and Horticultural Operations, or his or her designate;

"Dying" means a *Tree* that is infected by a lethal pathogen or insect infestations or where 70% or more of its crown is *Dead*;

"Emergency Work" means the work necessary to terminate an immediate threat to life or property;

"Fees and Charges By-law" refers to the *City Fees and Charges By-law 224-2023*;

"Forest Conservation By-law" refers to *York Region's Forest Conservation By-law, 2013-68*;

"Golf Course" to mean an area of land laid out for golf with a series of holes, which include any tees, fairways, putting greens and natural or artificial hazards;

"Heritage Tree" means a *Tree* designated under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 or *Trees* recognized as heritage *Trees* by the Heritage Tree Program of Forests Ontario;

"Highway" means a common and public *Highway*, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

"Injure" or "Injury" or "Destroy" or "Destruction" with respect to a *Tree*, means the injury or destruction of a *Tree* by removal, cutting, girding of the *Tree* or roots, interfering with the water supply, application of chemicals, compaction and

regrading within the prescribed *Tree Protection Zone* of the *Tree*, or by other means including irreversible injury which may result from neglect, accident or design, but does not include *Pruning*;

“Landscape Architect” means a *Person* registered as a *Landscape Architect* under the provisions of the Ontario Association of *Landscape Architects Act, 1984*, S.O. 1984, c. P412;

“Lot” means a parcel of land having specific boundaries which is capable of legal transfer;

“Municipal Act” refers to *Municipal Act, 2001*, S.O. 2001, c.25;

“Municipal By-law Enforcement Officer” means a *Person* appointed by the *City* as a Municipal Law Enforcement Officer, pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15 or section 55 of the *Community Safety and Policing Act*, 2019, S.O. 2019, c. 1, Sched. 1, to enforce the provisions of this By-law;

“Natural Heritage Feature” means an area of environmental significance in which development and use may be restricted by governmental agencies, such as, but not limited to some wetlands, habitats for fish, wildlife, threatened and endangered species, valley lands, woodlands, woodlots, sand barrens, savannahs, and tallgrass prairies;

“Nursery” means a *Lot* on which the principal business of selling plants, shrubs and *Trees* occurs;

“Order” means a verbal or written direction by the *Director of Enforcement* or a *Municipal By-law Enforcement Officer* on behalf of the *City*, requiring a *Person* to cease a contravening activity and/or correct the contravention. Where a verbal direction is given, it shall be followed up with a written direction within 3 business days;

“Owner” means the registered *Owner* of a *Lot*;

“Permit Holder” means a *Person* who has been granted a *Tree Removal Permit* or *Tree Protection Agreement*;

“Person” includes a natural individual, a corporation, partnership, proprietorship or other form of business association and the heirs, executors, administrators, successors and assigns, or other legal representatives thereof, or a receiver or mortgagee in possession;

“Private Boundary Tree” means a *Tree* on *Private Property* where any part of its trunk or root flare grows or encroaches beyond a defined *Lot* line;

“Private Property” means any property not owned by the *City, York Region*, Provincial or Federal Government, Toronto and Region Conservation Authority or a Crown Corporation;

“Pruning” means the appropriate removal of the live branches or limbs of a *Tree* in accordance with good arboricultural practices, in which either not more than 25% of the branches or limbs are removed, or in which more than 25% of the live branches or limbs on a *Tree* are removed as part of an annual *Pruning* program;

“Public Lands” means *Lands* owned by the *City, York Region*, provincial or federal government, Toronto and Region Conservation Authority or a Crown Corporation, and shall include, but not be limited to, the boulevard, any *Highway*, lane, alley, square, place, viaduct or trestle, waterway or bridge, park, *Woodlands, Woodlots*, greenbelt, storm water management facility, open space, municipal *Golf Course* or cemetery, multi-use pathway, and all parts thereof;

“Public Tree” means any *Tree* which has 50 percent or more of its main stem situated on *Public Lands*;

“Region”, “Regional” or “York Region” mean the Regional Municipality of York and includes employees and authorized agents acting on its behalf;

“Significant Tree” means any *Tree* with a *Diameter* of eighty (80) centimeters or greater;

“Tree” means a self-supporting woody plant which has reached or will likely reach a height of at least 4.5 metres at maturity;

“Tree Impact Report” means a document prepared by an *Arborist* or *Landscape Architect* which explains what the impact of an action or actions(s) has had or would likely have on a *Tree* or *Trees*, including *Tree* removal and/or *Injury* to *Trees*;

“Tree Management Plan” means a document prepared by an *Arborist* or *Landscape Architect* which includes:

- (a) *an Arborist Report* and map of all *Trees* on a *Lot*;
- (b) in the case of construction-related *Applications*, an *Arborist Report* and map of all *Trees* within 6 meters of the *Lot*;
- (c) the manner and timing in which any *Injury* or *Destruction* of *Trees* will be

carried out;

- (d) the qualifications and contact information of all *Persons* authorized to *Injure* or *Destroy Trees*;
- (e) the plans for replacement *Tree(s)* and planting(s), including species, size, location, and timing of those replacements, and whether the locations will change, and why;
- (f) all measures that will be taken to mitigate the direct and indirect effects of the *Destruction* of the *Tree* on other nearby *Trees*, properties, water bodies, natural areas and other components of the ecosystem; and
- (g) other information as directed by staff;

“Tree Nursery” to mean an area where plants are grown for the purpose of transplanting, for use as stocks for budding and grafting, and/or for sale;

“Tree Nursery Owner” to mean the *Owner* of a *Tree Nursery*;

“Tree Nursery Operator” to mean the operator of a *Tree Nursery*;

“Tree Protection Agreement” means an agreement that identifies all *Trees* on a *Lot* that are to be preserved and sets out any other measures that the *City* deems appropriate and made pursuant to:

- (a) a development agreement, spine servicing agreement, site plan agreement or subdivision agreement between the *City* and a *Person*; or
- (b) permission by the *City*, including but not limited to a building permit, site alteration permit, pool permit, demolition permit or a cultural heritage permit;

“Tree Protection Protocol” refers to the *City* document which:

- (a) identifies the roles and responsibilities of City departments regarding *Tree* protection, specifically department protocols for *Tree* protection, *Injury* and removal permitting, *Tree* replacements and compensation;
- (b) provides direction on the technical report contents required for staff to assess how proposed development will impact the viability of existing *Trees* in the landscape, and preservation methods; and
- (c) establishes guidelines for a *Tree Protection Agreement* that will secure *Tree* preservation, *Tree* compensation and *Tree* removal



works, and creates a resource for both *City* staff and external stakeholders on how to manage the preservation, removal and replanting of *Tree* City-wide;

“Tree Protection Zone” means the minimum setback required, as defined in the By-law, to maintain the structural integrity of the *Tree*’s anchor roots, based on generally accepted arboricultural principles;

“Tree Removal Impact Review” is a *City* investigation of *Trees* that were removed without obtaining a *Tree Removal Permit* or *Tree Protection Agreement*, for the purpose of determining remedial action, such as *Tree* replacement;

“Tree Removal Permit” means a permit required by this By-law to *Injure* or *Destroy* or otherwise remove a *Tree* on *Private Property* within the *City*;

“Tree Replacement Ratio” means the number of 5-centimetre caliper *Trees* required to be planted to offset the environmental impact of *Tree* removal, which is based on the *Diameter* of *Trees* as follows, as per the chart in Schedule 2;

“Trees Grown for Sale” means *Trees* grown by a *Nursery* for the purpose of sale.

“Woodlands” has the same meaning as in *York Region’s Forest Conservation By-law*, and means land at least 1 hectare in area with at least:

- (a) 1000 *Trees*, of any size, per hectare;
  - (b) 750 *Trees*, measuring over five (5) centimetres *Diameter*, per hectare;
  - (c) 500 *Trees*, measuring over twelve (12) centimetres *Diameter*, per hectare;
- or

- (d) 250 *Trees*, measuring over twenty (20) centimetres *Diameter*, per hectare;
- but does not include a cultivated fruit or nut orchard, or a plantation established and maintained for the purpose of producing Christmas *Trees* or *Nursery* stock;

“Woodlot” has the same meaning as in *York Region’s Forest Conservation By-law*. For greater certainty this means land at least 0.2 hectare in area and no greater than 1 hectare in area, with at least:

- (a) 200 *Trees*, of any size, per 0.2 hectare;
- (b) 150 *Trees*, measuring over five (5) centimetres *Diameter*, per 0.2 hectare;
- (c) 100 *Trees*, measuring over twelve (12) centimetres *Diameter*, per 0.2 hectare; or

- (d) 50 *Trees*, measuring over twenty (20) centimetres *Diameter*, per 0.2 hectare;

but does not include a cultivated fruit or nut orchard, or a plantation established and maintained for the purpose of producing Christmas *Trees* or *Nursery* stock.

#### 4.0 Prohibited Activities

1. No *Person* shall, on *Public Lands*, do or cause or allow to be done, any of the following:
  - (a) abuse, attach, burn, cut down, carve, damage, *Destroy*, *Injure*, paint, paste, peel, prune, pull up, remove, scrape, tack, top, transplant or trim all or any part of a *Tree*, including a *Public Tree*;
  - (b) attach any object to all or any part of a *Tree* including, without limiting the generality of the foregoing, a birdhouse, cable, light, nail, poster, rope, sign, twine, wire or other contrivance; or
  - (c) pour any substance that will *Injure* a *Tree* within the drip line of the *Tree*, being the area at the outer edge of the spread of the *Tree's* branches.
2. No *Person* shall *Injure* or *Destroy* or cause or permit any *Trees* on *Private Property*, having a *Diameter* of twenty (20) centimetres or more or having a *Base Diameter* of twenty (20) centimetres or more, to be *Injured* or *Destroyed* unless authorized by a *Tree Removal Permit* or *Tree Protection Agreement* pursuant to this By-law.
3. If a *Tree* is *Injured* or *Destroyed*, the *Property Owner* and, if applicable the *Applicant* or *Permit Holder*, shall be presumed to have permitted such activity, which presumption may be rebutted by evidence to the contrary.
4. Despite 4.0(2), a *Tree Removal Permit* is not required:
  - (a) for *Emergency Work*;
  - (b) for the *Pruning* of a *Tree*;
  - (c) for the removal of *Dead* branches;
  - (d) to *Injure* or *Destroy Trees* located on rooftop gardens, interior courtyards, or solariums; or
  - (e) for a *Tree Nursery Owner* or *Tree Nursery Operator* or for the *Injuring* or *Destroying* of *Trees Grown for Sale*;
  - (f) for a *Golf Course* owner or *Golf Course* operator to *Injure* or *Destroy* a *Tree* on a *Golf Course* if it is to support the health of surrounding vegetation or

enhance the playability of the *Golf Course*.

5. No *Person* shall undertake any unauthorized activities, including but not limited to the placing of materials, vehicles, landscape features, equipment or other things, within a *Tree Protection Zone* of a *Tree*, in which the *Tree Protection Zone* is as follows:

Diameter of Tree	Minimum Tree Protection Zone for Public and Private Trees
<10 cm	1.2 metres
10 - 29 cm	1.8 metres
30 - 40 cm	2.4 metres
41 - 50 cm	3.0 metres
51 - 60 cm	3.6 metres
61 - 70 cm	4.2 metres
71 - 80 cm	4.8 metres
81 - 90 cm	5.4 metres
91 - 100 cm	6.0 metres
>100 cm	6 metres plus 6 cm protection for each additional 1 cm in diameter

**5.0 Encroachment of Trees Onto Public Lands**

1. The *City* may *Prune* any portions of *Trees* on *Private Property* that extend over a *Highway* or other *Public Lands* and may remove any decayed or *Dangerous Tree* that has been deemed so by the *Director of Forestry*.

**6.0 Tree Removal Permits**

1. An *Applicant* or *Authorized Agent* who applies for a *Tree Removal Permit* shall submit to the *Director of Forestry* the following:
- (a) a completed *Application*, in a form satisfactory to the *Director of Forestry*;
  - (b) a plan or drawing of the *Lot*, to the satisfaction of the *Director of Forestry*, illustrating which *Trees* are to be *Injured* or *Destroyed*;
  - (c) payment of the required fees as prescribed in *Fees and Charges By-law*;
  - (d) an *Arborist Report*, if required by the *Director of Forestry*;
  - (e) for *Injury* or *Destruction* of a *Private Boundary Tree*, the written consent of neighbouring *Owner(s)*;
  - (f) a *Tree Management Plan*, if required by the *Director of Forestry*; and

- (g) any other documentation, reports or information required by the *Director of Forestry*.
2. A *Tree Removal Permit* shall be valid for only six (6) months from the date of issuance. In certain circumstances, a *Tree Removal Permit* may be revoked, extended or modified at the discretion of, the *Director of Forestry*.
  3. The *City* may issue a *Tree Removal Permit* for the *Injury or Destruction of Trees* where the *Director of Forestry* has determined that:
    - (a) the *Tree* is *Dead, Dying* or poses a health and safety concern;
    - (b) the *Tree* is not a *Significant Tree*;
    - (c) the *Tree* is not a *Heritage Tree*;
    - (d) the *Tree* removal or *Injury* is in accordance with the *Tree Protection Protocol*;
    - (e) the *Application* is complete, the required fee has been paid, and the documentation and other information required has been provided to the satisfaction of the *Director of Forestry*;
    - (f) the information received from the *Applicant* is true and correct;
    - (g) an alternative planting plan approved by the *Director of Forestry* has been submitted if required;
    - (h) environmentally sensitive areas, ecological systems, natural landforms or contours will be adequately protected and preserved;
    - (i) the removal of one or more of the subject *Trees* will not have a negative impact on erosion or flood control;
    - (j) significant vistas will be adequately protected and preserved; and
    - (k) the removal of one or more of the subject *Trees* is not contrary to or in conflict with any other by-laws, policies, designations, or agreements of the *City, York Region*, or any acts of the Province of Ontario.
  4. A *Tree Removal Permit* may specify conditions of permit issuance including but not limited to:
    - (a) the qualifications of the *Person(s)* authorized to *Injure or Destroy a Tree*;
    - (b) the requirement to pay a security or deposit to the *City*, as listed in the *Fees and Charges By-law*;
    - (c) the requirement to plant replacement *Trees* in accordance with required *Tree Replacement Ratio(s)*;

- (d) for locations where replacement *Tree* planting is not possible on the subject *Land*, requiring *Tree* replacement fees in lieu of replacement *Tree* planting in accordance with the required *Tree Replacement Ratio(s)*, as listed in the *Fees and Charges By-law*;
- (e) measures, including the installation of *Tree Protection Zone* barriers, to mitigate the effects of a *Tree Injury* or *Destruction* on adjacent *Tree(s)*, *Land(s)* or *Natural Heritage Features*; and
- (f) other conditions, as specified by the *Director of Enforcement* or *Director of Forestry*.

## **6.1 Tree Protection Protocol and Tree Protection Agreements**

1. The *Director of Forestry* is authorized to:
  - (a) implement and amend the *Tree Protection Protocol*; and
  - (b) issue, place conditions on, refuse, suspend, extend, revoke a *Tree Protection Agreement* for the *Injury* or *Destruction* of *Trees* subject to the conditions set out in this By-law, the *Tree Protection Protocol*, or where he or she believes that it is in the public interest to do so.
2. An *Applicant* or *Authorized Agent* who applies for a *Tree Protection Agreement* shall submit to the *Director of Forestry* the following:
  - (a) a *Tree Protection Agreement Application* form;
  - (b) administration fee as prescribed by the *Fees and Charges By-law*;
  - (c) an *Arborist Report*;
  - (d) a *Tree Management Plan*; and
  - (e) a security deposit in accordance with the *Tree Protection Protocol*.
3. A *Tree Protection Agreement* may specify conditions including but not limited to:
  - (a) the qualifications of the *Person(s)* authorized to *Injure* or *Destroy* a *Tree*;
  - (b) the requirement to pay a security or deposit to the *City*, in accordance with the *Tree Protection Protocol*;
  - (c) the requirement to plant replacement *Trees* in accordance with required *Tree Replacement Ratio(s)*;
  - (d) for locations where replacement *Tree* planting is not possible on the subject *Land*, requiring *Tree* replacement fees in lieu of replacement *Tree* planting in accordance with the required *Tree Replacement Ratio(s)*, as listed in the *Fees and Charges By-law*;

- (e) measures, including the installation of *Tree Protection Zone* barriers, to mitigate the effects of a *Tree Injury* or *Destruction* on adjacent *Tree(s)*, *Land(s)* or *Natural Heritage Features*;
- (f) other conditions, as specified by the *Director of Enforcement* or the *Director of Forestry*.

## **7.0 Duties of Permit Holders**

1. A *Permit Holder* shall ensure that the *Tree Removal Permit* is posted on the *Lot* on which the *Trees* that are to be *Injured* or *Destroyed* are found, and such *Tree Removal Permit* shall be posted in a location that is visible from the street edge for the full period of time during which the *Trees* are being *Injured* or *Destroyed*.
2. A *Permit Holder* shall comply with all of the terms and conditions of the *Tree Removal Permit* or *Tree Protection Agreement* and shall ensure that any *Person* in his or her employment or any *Person* acting on his or her behalf, including any *Authorized Agent*, complies with the same.
3. A *Permit Holder* shall comply with any and all lawful direction from the *City*, including any and all *Orders*.

## **8.0 Authority of the Director of Forestry**

1. The *Director of Forestry* is authorized to:
  - (a) issue, place conditions on, refuse, suspend, extend, revoke *Tree Removal Permits* for the *Injury* or *Destruction* of *Trees* subject to the conditions set out in this By-law or where he or she believes that it is in the public interest to do so;
  - (b) subject to the provisions of other *City* by-laws, provide relief from the requirements of the *Tree* protection and measures in this By-law, *Tree Protection Protocol*, or *Tree Protection Agreement* or conversely require *Tree* protection measures that are above and beyond the *Tree* protection measures prescribed in this By-law, *Tree Protection Protocol*, or *Tree Protection Agreement* having regard to the variety and location of any and all subject *Trees* and any other circumstances surrounding the site alteration that may pose a particular hazard to the subject *Trees*.

## **9.0 Enforcement Powers**

1. A *Municipal By-law Enforcement Officer* may enter on lands at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- (a) a provision of this By-law or any other By-law;
  - (b) the terms and conditions of a *Tree Removal Permit*; and/or
  - (c) a direction or an *Order*.
2. A *Municipal By-law Enforcement Officer* may, for the purposes of an inspection pursuant to section 9.0(1):
- (a) require the production for inspection of documents or things relevant to the inspection, including but not limited to government-issued photograph identification, a *Tree Removal Permit*, or a *Tree Protection Agreement*;
  - (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 purposes of the inspection;
  - (e) *Order* the *Permit Holder* to take and supply at the *Permit Holder's* expense such tests, samples and studies as are specified; and
  - (f) enter upon any property for the purposes of conducting an inspection to ensure compliance.
3. A *Municipal By-law Enforcement Officer* may:
- (a) issue an *Order*, describing a contravention, specifying the timeframe for its remedy, and establishing any other conditions, including but not limited to:
    - (i) a requirement to obtain a *Tree Impact Report* at the *Owner's* expense and submit this to the *City*;
    - (ii) where it has been confirmed that a *Tree* has been *Destroyed* or damaged without a *Tree Removal Permit* or *Tree Protection Agreement*, a *Tree Removal Impact Review* and payment of the required fee as per the *Fees and Charges By-law*; and
    - (iii) an *Order* to replant *Trees* in accordance with the *Tree Replacement Ratio*, or as an alternative, pay a *Tree* replacement fee in accordance with the *Fees and Charges By-law*;
  - (b) pursuant to the authorization of the *Director of Enforcement* or *Director of Forestry*, suspend or revoke a *Tree Removal Permit* or *Tree Protection*

*Agreement*, for any violation of this By-law or the conditions of a *Tree Removal Permit* or *Tree Protection Agreement*.

4. No *Person* shall hinder or obstruct a *Municipal By-law Enforcement Officer* from performing any of his or her duties, as provided for in this By-law.

#### **10.0 Recovery of Costs for Remedial Action by the City**

1. If an *Owner* fails to comply with an *Order*, the *City* may enter upon the *Property* at any reasonable time for the purposes of doing the remedial work outlined in the *Order*.
2. Costs incurred by the *City* in doing the remedial work in accordance with 10.0(1) may be billed to the *Property Owner* or by adding the costs to the tax roll and collecting them in the same manner as taxes.
3. Where a contravention of the By-law takes place on *Public Lands*, the *Person* who committed the infraction may be billed for any remedial work undertaken by the *City*, which the *City* may add to the tax roll and collect in the same manner as taxes.

#### **11.0 Offences and Penalties**

1. Every *Person* who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine in accordance with the *Provincial Offences Act*, R.S.O. 1990, c.P.33, not exceeding one-hundred thousand dollars (\$100,000.00).
2. In the case of a continuing offence, for each day or part of a day that the offence continues, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$10,000; however, the total of all of the daily fines for the offence is not limited to \$100,000.
3. In the case of a multiple offence, for each offence included in the multiple offence, a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$10,000; however, the total of all fines for each included offence is not limited to \$100,000.
4. A special fine may be imposed in accordance with section 429(2)(d) of the *Municipal Act* in circumstances where there is economic advantage or gain from the contravention of this bylaw, in which the maximum amount of a special fine may exceed \$100,000.

#### **12.0 Administrative Penalties**



1. Instead of laying a charge under the *Provincial Offences Act*, R.S.O. 1990, Chap. P.33, for a breach of any provisions of this By-law, a *Municipal By-law Enforcement Officer* may issue an administrative penalty to the *Person* who has contravened this By-law.
2. If a *Person* is required to pay an administrative penalty, no charge shall be laid against that same *Person* for the same violation.
3. The amount of the administrative penalties for a breach under this By-law is listed in Schedule 1.
4. A *Person* who is issued an administrative penalty shall be subject to the procedures provided for in the *Administrative Penalties By-law*.
5. An administrative penalty imposed on a *Person* that becomes a debt to the *City* under the *Administrative Penalties By-law* may be added to the municipal tax roll and collected in the same manner as municipal taxes.

### **13.0 Severability**

1. In the event that a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid or to be of no force and effect, it is the intention of *Council* in enacting this by-law that the remainder of this By-law shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

### **14.0 Indemnification**

1. Any *Person* who contravenes any provision of this By-law, including providing false or inaccurate information, shall be jointly and severally responsible to indemnify the *City*, Mayor and Members of *Council*, and its officers, employees and agents, from all losses, damages, costs, expenses, claims, demands, actions, lawsuits, or other proceedings of every nature and kind arising from, and in consequence of such contravention or omission.

### **15.0 Designation**

1. Schedule 1 of the *Administrative Penalties By-law* is hereby amended by including this By-law as a *Designated By-law*.

### **16.0 Schedules**

1. The Schedules attached shall form part of this By-law.

### **17.0 Repeal and Amendment of Other By-laws**

1. By-laws 052-2018, 258-83, 95- 2005, 185-2007, and 205-2007 are hereby

repealed.

**18.0 Transition**

1. Notwithstanding the repeal of By-laws 052-2018, 258-83, 95- 2005, 185-2007, and 205-2007, said By-laws shall continue to apply to any *Orders*, acts, omissions, occurrences, or offences for which charges were laid prior to the enactment of this By-law.
2. Where a fine or other penalty has been issued under any By-law repealed by this By-law, an *Officer* may issue for the corresponding contravention an *Order*, fine or other penalty under the provisions of this By-law, with due consideration for any action taken under such previous by-laws.
3. Subject to section 17.0(1), an existing contravention of any provision of this By-law, regardless of whether the contravention occurred prior to the enactment of this By-law, shall be subject to all of its provisions.
4. Where any signage or public notice that prohibits or otherwise regulates any action governed by this By-law makes reference to a by-law other than this By-law, such signs or public notices shall be interpreted to reference the corresponding or relevant provisions of this By-law.

**19.0 Force and Effect**

1. This By-law shall come into force and effect on the date enacted by *Council*.

Voted in favour by *City of Vaughan Council* this 27<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Steven Del Duca, Mayor

\_\_\_\_\_  
Todd Coles, City Clerk

Authorized by Item No. XX of Report No. XX of the Committee of the Whole(2).  
Report adopted by Vaughan City Council on May 27, 2025.  
City Council voted in favour of this by-law on May 27, 2025.  
Approved by Mayoral Decision MDC XXX-2024 dated May 27, 2025.  
**Effective Date of By-Law: May 27, 2025**

Draft

**Schedule 1 – Administrative Penalties**

<b>No</b>	<b>Designated Provision</b>	<b>Short Form Wording</b>	<b>Administrative Penalty Amount</b>
<b>1</b>	4.0(1)(a)	<i>Injure a Public Tree</i> without a permit or <i>Tree Protection Agreement</i>	\$900.00
<b>2</b>	4.0(1)(a)	<i>Destroy a Public Tree</i> that is 20 to 30 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$900.00
<b>3</b>	4.0(1)(a)	<i>Destroy a Public Tree</i> that is 31 to 40 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$1,500.00
<b>4</b>	4.0(1)(a)	<i>Destroy a Public Tree</i> that is 41 to 50 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$2,100.00
<b>5</b>	4.0(1)(a)	<i>Destroy a Public Tree</i> that is more than 50 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$2,700.00
<b>6</b>	4.0(1)(b)	Attach an object to a <i>Public Tree</i>	\$500.00
<b>7</b>	4.0(1)(c)	Pour any substance that will <i>Injure a Tree</i> within the drip line of a <i>Tree</i>	\$1,000.00
<b>8</b>	4.0(2)	<i>Injure a private Tree</i> without a permit or <i>Tree Protection Agreement</i>	\$750.00
<b>9</b>	4.0(3)	<i>Destroy a private Tree</i> that is 20 to 30 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$900.00
<b>10</b>	4.0(3)	<i>Destroy a private Tree</i> that is 31 to 40 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$1,500.00
<b>11</b>	4.0(3)	<i>Destroy a private Tree</i> that is 41 to 50 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$2,100.00
<b>12</b>	4.0(3)	<i>Destroy a private Tree</i> that is more than 50 cm in <i>Diameter</i> , without a permit or <i>Tree Protection Agreement</i>	\$2,700.00
<b>13</b>	4.0(5)	Undertake unauthorized activities within a <i>Tree Protection Zone</i>	\$1,000.00
<b>14</b>	7.0(2)	Fail to comply with a permit condition	\$1,000.00
<b>15</b>	7.0(3)	Fail to comply with an <i>Order</i>	\$1,000.00
<b>16</b>	9.0(4)	Obstruct a <i>Municipal By-law Enforcement Officer</i> in exercise of his or her duty	\$1,000.00

Schedule 2 – Tree Replacement Ratios

Situation or <i>Diameter</i> of <i>Tree</i> that is approved to be removed	Replacement Ratio for number of <i>Trees</i> required to be planted at the Property*
<i>Tree Diameter</i> is between 20 cm to 30 cm.	1:1
<i>Tree Diameter</i> is between 31 cm to 40 cm.	2:1
<i>Tree Diameter</i> is between 41 cm to 50 cm.	3:1
<i>Tree Diameter</i> is between 51 cm or greater	4:1
* In the situation where the <i>Diameter</i> of <i>Tree(s)</i> cannot be measured on site, aerial imagery, surveys and other media can be used to confirm that the <i>Trees</i> were removed and estimate the size of the <i>Trees</i> that were removed.	4:1