



Cultus Lake Park

TREE AND PLANT BYLAW

Bylaw No. 1235, 2023

A Bylaw to regulate Trees and Plants within Cultus Lake Park

Section 12 of the *Cultus Lake Park Act* (1932 and Amendments) enables the Cultus Lake Park Board to adopt bylaws, and Section 9.2 (1) provides that Section 260 – Enforcement Powers of the *Community Charter* apply to the enforcement of the bylaws of the Board, and Section 261 – Payment of Fines and Other Penalties to Municipality under the *Community Charter* provides that fines and other penalties imposed and collected under or because of a Cultus Lake Park bylaw must be paid to the Park.

Every Person who offends against any of the provisions of this Bylaw or who suffers or permits any act to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing which violates any of the provisions of this Bylaw, will be in breach of this Bylaw, and will be liable to the fees as outlined in Schedule A of this Bylaw and the fines and provisions as outlined in the “Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019 and all amendments.”

The Cultus Lake Park Board in open meeting assembled, enacts as follows:

1 TITLE

This Bylaw may be cited as “Cultus Lake Park Tree and Plant Bylaw No. 1235, 2023.”

2 INTERPRETATION

2.1 Words or phrases defined in the *Cultus Lake Park Act* (British Columbia), the *Interpretation Act* (British Columbia), the *Motor Vehicle Act* (British Columbia), the *Transportation Act* (British Columbia), the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or any successor legislation to any of them, will have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.

2.2 DEFINITIONS OF TERMS

“**Application**” means the form that is required to apply for Tree Maintenance and/or Removal.

“**Arborist**” means an arborist certified by the International Society of Arboriculture, contracted by Cultus Lake Park.

“Board” means the elected Board for the Park.

“CAO” means the Chief Administrative Officer; a position appointed by the Board.

“Damage” means destruction resulting from an action. This includes, but is not limited to, topping, limbing, debarking or foreign objects.

“Designate” means a Person appointed by the CAO.

“Diameter at Breast Height” (DBH) means the diameter of the trunk of a Tree at 1.4 metres above the base of a Tree. For multi-trunk Trees, each trunk will be measured 1.4 metres above the highest point of the natural grade of the ground measured from grade and the DBH of the Tree will equal the cumulative total of the three largest trunks.

“Invasive Species” means a Plant or fungus, that is not native to a specific location and which has a tendency to spread to a degree believed to cause damage to the environment and our health.

“Leased Lot” means the land, within the surveyed pins a leaseholder has rights to, with or without improvements, located within the Park, used for residential and/or commercial purposes.

“Leaseholder” means a Person(s) having a current and valid lease with Cultus Lake Park.

“Manager of Park Operations” means the Person appointed by the CAO.

“Noxious” means harmful, poisonous, or very unpleasant.

“Park” means the area within the Park boundaries as outlined in the *Cultus Lake Park Act, 1932*, and the foreshore assigned to the Park by the Province of British Columbia.

“Park Staff” means any Person employed by the Park.

“Permittee” means a Leaseholder(s) who holds a valid permit from Cultus Lake Park for Tree Maintenance and/or Removal.

“Person” means the same as in the *Interpretation Act* (British Columbia) but does not apply to Park Staff carrying out duties and responsibilities.

“Plant” means a living organism of the kind exemplified by Trees, shrubs, herbs, grasses, ferns, and mosses, typically growing in a permanent site, absorbing water and inorganic substances through its roots and synthesizing nutrients in its leaves by photosynthesis using the green pigment chlorophyll.

“Prune/Pruning” means the selective cutting or removal of living or dead branches of a Tree according to the International Society of Arboriculture standard arboricultural practice, consistent with promoting the Tree’s health and growth, but does not include the topping of a Tree.

“Tree” means a member of any coniferous or deciduous species, with a DBH of 10 cm or greater and having one (1) or more self-supporting trunk(s) and includes the roots, branches, trunk, crown, and any part thereof.

- 2.3** In this Bylaw, unless the context otherwise requires, the singular will include the plural and the masculine includes the feminine gender.
- 2.4** The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

3 RESTRICTIONS

- 3.1** No Person will cut down a Tree without a valid Tree Maintenance and/or Removal permit. Fines will be paid in accordance with Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and all amendments, and will also incur the comparable value replacement cost of the removed or damaged Tree.
- 3.2** No Person will complete approved Tree Maintenance and/or Tree Removal without the valid Tree Maintenance and/or Removal permit posted and visible, on the Leased Lot where the work is being complete, until the final inspection.
- 3.3** No Person will cut down a Tree after an application for a Tree Maintenance and/or Removal permit is denied. Fines will be paid in accordance with Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, and all amendments, and will also incur the comparable value replacement cost of the removed or damaged Tree.
- 3.4** No Person will Damage a Tree:
- (a) By compacting critical root zones with vehicular access;
 - (b) by cutting, damaging, or undermining the roots;
 - (c) by damaging the bark;
 - (d) by improper or insufficient Pruning; or
 - (e) by placing or depositing within the drip line, any:
 - i. fill;
 - ii. building materials;
 - iii. asphalt;
 - iv. concrete; or
 - v. any substances likely to cause harm to the Tree.
- 3.5** Topping of Trees is not permitted unless ordered by an Arborist for safety reasons.
- 3.6** Plants or Trees deemed an invasive species in the Field Guide to Noxious Weeds and other selected Invasive Plants of British Columbia will not be permitted within the Park.

- 3.7** No Person will carry out demolition and/or construction on a Leased Lot unless the required Tree protection barriers are;
- (a) Built;
 - (b) maintained;
 - (c) secured in place; and
 - (d) inspected by an Arborist
- in accordance with Schedule B of the Bylaw.

4 FEES AND FINES

- 4.1** All Persons are subject and will pay the types of fees as listed in Schedule A of this Bylaw and the provisions and fines set out in Cultus Lake Park Bylaw Notice Enforcement Bylaw No. 1140, 2019, as amended from time to time.
- 4.2** The amounts of all fees listed in Schedule A of this Bylaw are determined and set from time to time as follow:
- (a) The Board hereby delegates to the Chief Financial Officer all of the powers, duties and functions of the Board under Sections 14(a.1) and 14(f.1) of *the Act* to determine and publish, on an annual basis, the amount of each fee;
 - (b) by March 31 of each calendar year, the Chief Financial Officer will determine and publish, or cause to be published, a notice (the "Fee Notice") in the Cultus Lake Park Office stating the amount of each fee, and such Fee Notice will remain published in the Cultus Lake Park Office until such fee amounts are no longer in effect;
 - (c) all fee amounts go into effect the later of (i) 14 days after the applicable Fee Notice is published, or (ii) such other date specified in the Fee Notice, and supersede any prior Fee Notices and fee amounts;
 - (d) in determining any fee amounts pursuant to this Section 4.2, the Chief Financial Officer will consider, acting reasonably, all of the following factors:
 - (i) all costs to the Board of enforcing this Bylaw;
 - (ii) all costs to the Board in managing and maintaining the Trees within Cultus Lake Park;
 - (iii) the most recently passed budget of the Board;
 - (iv) the financial circumstances of the Board;
 - (v) the best interests of the Board; and
 - (vi) the mandate of the Board;
 - (e) the amount for each type of fee determined pursuant to this Section 4.2 will not increase more than 20% year-over-year;
 - (f) the Chief Financial Officer may publish copies of the Fee Notice at locations that are in addition to the Cultus Lake Park Office, but in the event of a conflict or inconsistency between the Fee Notice published in the Cultus Lake Park Office and any other notice, the Fee Notice published in the Cultus Lake Park Office will prevail and govern; and

(g) if no Fee Notice is published by the Chief Financial Officer by the deadline set out in Section 4.2(b), then any Fee Notice from the previous year remains in effect and enforceable.

4.3 Each occurrence or day that a contravention of the provisions of this Bylaw exists or is permitted to exist will constitute a separate offence.

5 SEVERABILITY

If any part of this Bylaw is for any reason held invalid by a court or competent jurisdiction, the invalid portion will be severed and the severance will not affect the validity of the remainder.

6 REPEAL

The Cultus Lake Park Tree and Plant Bylaw No. 1153, 2019 and all amendments are repealed upon adoption of this Bylaw.

7 EFFECTIVE DATE

This Bylaw will come into force and effect upon its adoption.

READ A FIRST TIME this 13TH day of DECEMBER 2023

READ A SECOND TIME 13TH day of DECEMBER 2023

READ A THIRD TIME this 13TH day of DECEMBER 2023

ADOPTED this 20TH day of DECEMBER 2023



Kirk Dzaman, Chair
Cultus Lake Park Board



Joe Lamb
Chief Administrative Officer

I HEREBY CERTIFY the foregoing to be a true and correct copy of Cultus Lake Park Tree and Plant Bylaw No. 1235, 2023



Chief Administrative Officer

SCHEDULE A: FEES

All tree maintenance and removal fees are set out in Table 1 below. The amount of each type of fee will be determined from time to time in accordance with Section 4.2 of this Bylaw.

TABLE 1 of SCHEDULE A		
No.	Fee Type	Fee Sub-types
1.	Tree Pruning non-refundable application fee, including Arborist Assessment	Not applicable
2.	Tree removal non-refundable application fee, including Arborist Assessment	Not applicable.
3.	Tree removal non-refundable application fee for demolition and/or construction, including initial Arborist Assessment	Not applicable.
4.	Replacement Tree	Not applicable.
5.	Damage deposit (refundable)	Not applicable.
6.	Clean up fee	Not applicable.

SCHEDULE B

Tree Protection

Tree protection barrier(s) are required to be placed around any Tree(s), on a Leased Lot, which are being retained during permitted demolition and/or construction operations, to ensure that the trunk, branches, and root structures are not damaged. All Tree protection barriers are required to be constructed, maintained, and approved, pursuant to this Bylaw and must meet the following requirements:

1. Tree protection barrier(s) must be 1.2 m in height and have no more than 3.7 m between vertical posts.
2. 2x4's must be used for vertical posts, top and bottom rails, and cross-bracing.
3. Plastic mesh screening must be used to enclose the 2x4 structure.
4. The barrier(s) must be sturdy and staked to the ground and remain intact throughout the entire period of demolition and/or construction. If barrier(s) are not maintained fines and/or permit cancellation may occur.
5. Tree barrier locations are based on Tree diameter, see table below:

Trunk Diameter (DBH) measured at 1.4 m from the ground	Tree Protection Barriers minimum fence from Tree
20 cm	1.2 m
25 cm	1.5 m
30 cm	1.8 m
35 cm	2.1 m
40 cm	2.4 m
45 cm	2.7 m
50 cm	3.0 m
55 cm	3.3 m
60 cm	3.6 m
75 cm	4.5 m
90 cm	5.4 m
100 cm	6.0 m

6. Prior to commencing demolition and/or construction, the Permittee must arrange for a Tree protection barrier inspection through the Manager of Park Operations or designate, who will consult an Arborist.
7. There will be no materials stored inside a Tree protection barrier. This includes, but is not limited to, storing garbage, materials, equipment, soil, and Plants.
8. Any work that needs to occur near or inside the Tree protection barrier will be supervised onsite by an Arborist.