

RESORT VILLAGE OF SHIELDS

POLICY FOR PROTECTION OF TREES ON VILLAGE PROPERTY

1. Purpose

To affirm that trees on Village Property are “living” assets owned by the Resort Village of Shields and maintained as a legacy for the citizens of the Village.

To ensure that all Trees on Village property are adequately protected from unnecessary destruction, loss and damage.

To ensure that all residents understand that any Tree planted on Village property becomes the property of the Village.

To establish a protocol for responding to requests for tree maintenance or removal of trees situated on Village property that are posing a concern to a home owner.

The intent is not to prevent (or discourage) the homeowner from landscaping in front of their property, rather to have them choose the right trees/plants so as to prevent reoccurrence of many of the problems we face today.

2. Definitions

2.1 Village Property – means all land owned, controlled or maintained by the Village including parks, buffer strips, streets, right-of-way and natural stands.

2.2 Buffer Strip – means Village Property set aside for the purpose of providing an aesthetic barrier to act as a buffer between adjacent land uses and prevent through sites.

2.3 Natural Stand – means areas on Village Property where trees are in their natural state, and includes riverbanks and bluffs.

2.4 Pruning – means the removal of specific branches for the purpose of preserving the health and appearance of a tree and for public safety.

2.5 Tree – means all trees & shrubs that are situated on Village Property, and includes all parts of the tree, including the roots.

2.6 Agency – means the Tree Committee sanctioned by Council.

2.7 Compensation Formula – means the value to be utilized in establishing equitable compensation for damage and / or loss of Trees, and will be based on the current replacement cost of a similar species, as determined by the Agency.

2.8 Additional Costs – means all labour, vehicles, equipment and materials associated with the removal, relocation, pruning and other tree maintenance activities.

2.9 Deferred Tree Replacement Account - means an account established to hold funds collected as compensation for tree loss or damage and that will be utilized for the replacement and/or additional tree planting or maintenance in subsequent years.

2.10 dbh – means “Diameter at breast height”, the accepted arboriculture method of measuring the diameter of a tree.

2.11 Straddling Tree – means a tree that appears to be on the property line, for the purpose of determining ownership the Agency will meet with the property owner to work out an equitable solution as to who will maintain it and in what fashion. This will be recorded, in writing, with the Village Administrator.

3. IMPLEMENTATION OF THE POLICY

- Policy Statement

All Trees situated on Village Property will be protected under the provisions of this Policy.

The planting, care and maintenance of trees on Village Property will be in accordance with the standards and practises established by the Village.

- Implementation Process and Procedure

3.1 Planting – residents may, subject to Village approval, plant trees on Village Property, these trees become the property of the Village.

3.2 Maintenance and Removal – The village will observe the following priorities when responding to requests from residents and/or their contractors for the maintenance or removal of trees on Village Property:

- Public hazard;
- Interference with overhead utility lines;
- Disease;
- General tree care.

Trees on Village Property may not be removed, pruned or destroyed in any way, without explicit written consent from the Village and subject to the following:

- a) Trees will not be pruned, trimmed or removed merely for the purpose of opening up views from private property.
- b) Trees will be pruned, trimmed or removed/relocated where they obstruct traffic signs or where they impair traffic visibility.
- c) Trees will not be removed for the purpose of relocating driveways or structures unless:
 - the tree can be successfully relocated; or
 - the tree can be replaced with one of similar quality; and
 - the replacement or removal costs will be paid by the owner making the request; such costs will be based on the compensation formula plus any additional costs.

d) Requests to remove or replace trees for reasons other than those sited above will be dealt with on their own merit: however in general:

- Trees that are healthy and sound, and over 15 cm (6") dbh will not be removed;
- Trees that are healthy and sound, and less than 15 cm (6") dbh can be relocated, subject to the Additional costs to be borne by the owner making the request: and
- Trees that are not healthy and sound, may be pruned and monitored for health, or removed.

3.3 Protection

The Village will expect residents (and/or their contractors) working near or carrying on any operation near a tree on Village Property to take reasonable precautions to prevent damage to such trees.

- a) The Village will seek to hold liable residents (and their Contractors), motor vehicle / recreational vehicle owners/drivers for any loss of or damage to tree(s) on Village Property occurring as a consequence of work operations, deliberate acts or negligence, and such loss claimed will be an amount based on the Compensation Formula plus any additional costs.

4.DEFERRED TREE REPLACEMENT ACCOUNT

The Village will establish a fund to retain any monies received for compensation with respect to Trees on Village property, as well as any voluntary donations; and that fund will be utilized for the purpose of Tree replacement or enhancement of the urban forest.

5. RESPONSIBILITIES

5.1 Trees & Parks Committee

- a) Establish Standards and Practises pertaining to the planting, care and maintenance of tree on Village Property.
- b) Administer the provisions of this Policy.

5.2 Village Council

- a) Consider and, where appropriate, approve amendments to this Policy.

