

Resort Village of Aquadeo

<u>Policy Title</u>	<u>Policy #</u>	<u>Resolution</u>	<u>Resolution Date</u>	<u># of pages</u>	<u>Forms</u>
Trees on Village Property	EH-001	374/23	Nov 17/23	7	2

Policy Objective:

To give direction on the planting and removal of trees within the Resort Village of Aquadeo

Background:

1. To affirm that trees on Resort Village Property are “living” assets owned by the Resort Village of Aquadeo (RVA) and maintained as a legacy for the citizens of Aquadeo.
2. To protect, preserve and perpetuate the health, beauty and safety of the RVA’s urban forest for the enjoyment of its citizens, past, present and future.
3. To ensure that all trees on RVA property are adequately protected from unnecessary destruction, loss and damage.
4. To establish a protocol for responding to requests for tree maintenance or removal of trees that were planted on RVA property and whose main stem is more than 50% on RVA property.

Definitions:

1. CAO – means the Chief Administrative Officer for the Resort Village of Aquadeo
2. RVA – means the Resort Village of Aquadeo;
3. RVA Property – means all land owned, controlled or maintained by the Village including parks, boulevards, buffer strips, medians, streets, rights-of-way and natural stands.
4. Boulevard – means that portion of a right of way that extends from the edge of the street to the property line of the adjacent property, not including the sidewalk.
5. Buffer strip – means RVA property set aside for the purpose of providing an aesthetic barrier to act as a buffer between adjacent land uses and prevent through sites.
6. Median – means that part of the roadway which divides the lanes of traffic moving in opposite directions, commonly called the centre boulevard, and includes traffic islands, lay-bys and traffic circles.
7. Natural stand – means areas on the RVA Property where trees are in their natural state, and includes riverbanks and bluffs.
8. Pruning – means the removal of specific branches for the purpose of preserving the health and appearance of a tree and for public safety.
9. Tree – means both trees on RVA property that have 50% or more of the main stem on the Boulevard, and includes all parts of the tree, including the roots.
10. International Society of Arboriculture – means the worldwide professional organization dedicated to fostering a greater awareness of trees and promoting research, technology, and the professional practice of arboriculture.
11. 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 edition of the “Guide for

EH-001 – TREE POLICY

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Date Issued: Res #374/23 – Nov 17/23

Replaced – Res #115/20 Aug 19/2020


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Establishing Values of Trees and other Plants" as adopted by the International Society of Arboriculture.

12. Additional Costs – means all labour, vehicles, equipment, and materials of the RVA associated with the removal, relocation, pruning and other tree maintenance activities.
13. 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.
14. DBH – means "Diameter at breast height", the accepted arboriculture method of measuring the diameter of a tree.
15. Straddling Tree – means a tree that is partly on RVA property but whose main stem is more than 50% on private property. For the purposes of determining the property line, the RVA may rely on a surveyor or its own records. With respect to measuring a main stem, the measurement is to be taken at ground level, just above the trunk flare from the midpoint of the tree, perpendicular to the curb. For multi-stem trees, ownership is determined by where the majority of the stems lie, using the same technique. Burls or other growth and/or anomalies are not included in the measurement.

Policy:

1. Policy Statement
 - a. All trees situated on RVA Property will be protected under the provisions of this Policy.
 - b. The planting, care and maintenance of trees on RVA property will be in accordance with the standards and practices established by the RVA.
 - c. In the case of Straddling Trees, upon receipt of a request for maintenance of a tree that is touching or straddling RVA property, the owner will be advised that the tree is privately owned and that the RVA is prepared to maintain the tree in accordance with the RVA standards and practices provided the owner consents, in writing, to such maintenance and agrees to be bound by the terms of this Policy.
2. Implementation Process and Procedure
 - a. Planting – residents may, subject to RVA approval, plant trees on RVA property.
 - b. Recognition of Donations – the RVA will not allow signage in recognition of the donor of trees planted on RVA property except in the case of signage for veterans' memorials.
 - c. Maintenance and Removal
 - i. The RVA will observe the following priorities when responding to requests from residents, contractors and agencies for the maintenance or removal of trees on RVA property:
 1. Public hazard;
 2. Interference with overhead utility lines;
 3. Disease; and
 4. General tree care
 - ii. Trees on RVA property may not be removed, pruned, or destroyed in any way, without explicit written consent from the RVA, and subject to the following:

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1. Trees will not be pruned, trimmed or removed merely for the purpose of opening up views from private property.
 2. Except for traffic signs or signals or street signs, trees obstructing commercial signs, billboards, or other forms of advertising, will not be pruned, trimmed or removed merely for the purpose of making the commercial sign more visible to the public.
 3. Trees will not be removed for the purpose of relocating driveways or structures unless:
 - a. The tree can be successfully relocated; or
 - b. The tree can be replaced by one of similar quality; and
 - c. The replacement or removal costs (including straddling trees) will be paid by the owner making the request, and such costs will be based on the Compensation Formula and any Additional costs.
 4. Requests to remove or replace trees for reasons other than those cited above will be dealt within their own merit; however, in general:
 - a. Trees that are healthy and sound, and over 15cm (6:0 dbh will not be removed;
 - b. Trees that are healthy and sound, and less that 15 cm (6") dbh can be relocated, subject to the Additional Costs; and
 - c. Trees that are not healthy and sound, may be pruned and monitored for health, or removed.
 - d. The RVA shall maintain a list of trees removed or replaced.
- d. Protection
- i. The RVA will expect residents, contractors, agencies and the RVA working near or carrying on any operation near a tree on RVA property to take reasonable precautions to prevent damage to such trees.
 1. The RVA will seek to hold liable residents, contractors, agencies and motor vehicle owners or drivers for any loss of or damage to tree(s) on RVA property occurring as a consequence of work, operations, deliberate acts, motor vehicle accidents or negligence, and such loss claimed will be an amount based on the Compensation Formula and any Additional costs.
 2. Residents, contractors and Agencies will be required to adhere to the RVA's tree Protection Guidelines for Construction Sits, attached to this Policy as Schedule "C".
 3. In the case of an application for demolition, construction, development or building move with respect to property where there are or are likely to be trees on RVA property impacted, the applicant will be required, as a condition of any such permit, to acknowledge in writing that the

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applicant agrees that the appropriate measure for damages to trees on RVA property will be based on the Compensation Formula, and further will be obliged to deliver to the RVA a deposit equal to the total estimated value of the tree(s) on RVA property on or near the site, based on the Compensation Formula, plus an amount equal to twenty percent (20%) of the same, and this deposit will be retained as damage holdback by the RVA office. In the alternative to delivery of the deposit, the applicant may provide evidence of insurance to the RVA naming the RVA as an additional insured on the comprehensive general liability insurance policy applicable to the work that is to be performed. In the event that trees on RVA property are either damaged or destroyed as a result of the work performed, the RVA will either retain an amount of deposit or make a claim under the insurance policy equal to the amount of the damages sustained based on the Compensation Formula.

e. Straddling Trees

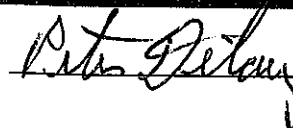
- i. The RVA will follow the implementation process and procedure set out above, and treat such trees in the same manner as trees on RVA property.
- ii. In addition, in the case of Straddling Trees the following provisions will apply:
 1. The owner requesting that the RVA prune or maintain a Straddling Tree will be advised in writing that the tree is privately owned and that the RVA is prepared to maintain the tree in accordance with the RVA's standards and practices provided the owner signs a consent to tree maintenance form, a copy of which is attached to this Policy as Schedule "A";
 2. Pruning or maintenance of a Straddling Tree will be scheduled at the RVA's convenience as part of routine activities in the subject area; and
 3. If the Straddling Tree is dead, hazardous or no longer viable to maintain, the RVA will undertake to remove the tree in accordance with its tree removal schedule for the area
- iii. The value of the tree will be calculated as per the Equitable compensation formula and tree valuation of this policy.

f. Building Moves

- i. All building moves will be required to follow the procedures as outlined in this Council Policy:
 1. The building mover (contractor) and property owner are jointly responsible for all damages to RVA trees, associated with the move, and all associated costs.
 2. Each applicant for a building move permit will be required to issue a deposit or bond for the total amount of the estimated tree's value plus twenty percent (20%) for damage holdback, to the RVA office.

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3. Preventing Tree Damage in a Construction Zone
 - a. Equipment and vehicles can injure tree trunks, break branches, tear bark or damage roots. Construction damage may result in reducing the value of the tree or lead to the decline and death of a tree.
 - b. The purpose of these guidelines is to reduce the number of trees which are unnecessarily damaged or removed as a result of any construction activities.
 - c. Anyone failing to adhere to the tree protection policies and guidelines will be financially responsible for any resulting damage to trees. Restitution for damages to Resort Village trees will be assessed on the value of the plant material as well as the cost of any removal or repairs.
 - d. Any unauthorized excavations, removal, relocation, pruning, or damage in part of whole of existing trees adjacent to your work site is not allowed and may result in a fine or penalty that may be imposed under this policy.
 - i. **Plan ahead**
 1. Prior to proceeding with any construction near Resort Village trees, an arborist must be contracted.
 - ii. **Protective fencing and hoarding**
 1. A protective barrier or fencing will be required to keep vehicles and equipment away from trees
 - a. For trees within 3-5 meters of construction, place a standard snow fence at the farthest possible distance from the tree(s)
 - b. For trees within 1-3 meters of construction, use 12.5 mm (1/2") thick plywood sheeting, 1220 mm (48:") in height, enclosing tree(s) at the farthest possible distance from trees.
 - c. For trees within 1 meter of construction, use 39 x 89 x 2400 mm (2" x 4" by 8" long) boards secured vertically at 300 mm (12") intervals around the tree trunk with strapping or an equivalent method of securing the boards.
 2. Tree Protection barriers are to be erected prior to the commencement of any construction or grading activities and are to remain in place throughout the entire duration of the project.
 - iii. **Protecting tree roots**
 1. Severing major tree roots impact both the health and stability of a tree. The critical root zone area is within the drip line of the tree.
 - iv. **Do not pile or leave fill near the tree trunk**
 1. Most roots are located in the upper 30 cm of the soil, piling soil over them or changing the grade near an established tree will reduce water infiltration and air exchange around the roots.
 - v. **Digging around trees**
 1. Excavations within 3.0 meters of a tree:



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- a. You will only be permitted to excavate on one side of the tree.
- b. All exposed roots must be pruned with a sharp pruning tool to provide a clean severance of the root.
2. Exposed roots must be protected from drying out during construction by placing a tarp over the excavation wall during construction.
3. Backfill around the roots as soon as possible.
 - a. Excavations beyond 3.0 meters of a tree:
 - b. Excavations beyond 3.0 meters of a tree, roots are to be backfilled around the roots as soon as possible to prevent any exposed roots from drying out.
- vi. **Prevent compaction under the drip line of a tree**
 1. No grade changes, storage of materials or equipment is permitted within the critical root zone area of a tree.
 2. To prevent compaction of the root zone, a wood chip mulch 15 cm (6") in depth within the root zone of the tree and 10 cm (4") away from the trunk is required.
- vii. **Water**
 1. Adequate water over the entire root zone is required during and after construction.
 2. If the soil in the root zone has been compacted, aeration to improve conditions for oxygen supply and water uptake by the roots is required. Holes drilled throughout the root zone to a depth should be at least 30 cm deep.
- viii. **Tree removal and relocation**
 1. Any requests for removal, cutting, pruning, or relocating a tree must be approved by the Resort Village CAO.
4. **Equitable Compensation formula and tree valuation**
 - a. The value to be used in establishing compensation for damage to or loss of a tree on RVA property will be based on the current "Guide for Establishing Values of Trees and Other Plants" adopted by the International Society of Arboriculture. In the case of damage that is repairable, the damages will be appraised and the reduced tree value and/or cost of the repair will be used to determine the compensation Formula, a copy of which is attached to this Policy as Schedule "B".
 - b. Information on tree size:
 - i. If an existing tree is 6" or less in diameter, the cost per tree to move it to an alternate location is approximately \$750.00, however, actual cost of labour, equipment and materials will be charged after completion of the work.
 - ii. If a tree is larger than 6" in diameter and requires cutting down, the cost is approximately \$1,500.00 (including labour, equipment and materials), however, actual costs will be charged after completion of the work. If the tree is replaced

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at the same or an alternate location, the cost of a new tree if \$500.00, plus labour, equipment and materials for staking, mulching and watering, ranging from approximately \$100 to \$200.00, depending on location and bid price, however, actual cost will be charged after completion of work.

5. Deferred tree replacement account
 - a. The RVA will establish a fund to retain any monies received for compensation with respect to trees on RVA property and the fund will be utilized for the purposes of tree replacement or enhancement of the urban forest.
6. Responsibilities
 - a. RVA Office
 - i. Establish technical standards and practices pertaining to the planning, care and maintenance of trees on RVA property
 - b. RVA Council
 - i. Consider and, where appropriate, approve amendments to this Policy
 - c. The Resort Village of Aquadeo
 - i. Consider and, where appropriate, reimburse all costs associated with the cutting down and/or replacement of each tree that is affected by all projects initiated by the Resort Village of Aquadeo, with all costs being charged to the appropriate Capital or Operating Budget.

SCHEDULE "B" TO POLICY EH-001 Tree Policy

Trunk Formula Method Worksheet*

Case # _____ Property: _____ Date: _____
Use #/yr _____ Civic Address _____

Field Observations

1. Species: _____
2. Condition: _____
3. Trunk Circumference: _____ in/cm Diameter: _____ in/cm
4. Location %= Site _____ Contribution _____ Placement _____ /3= _____

Regional Plant Appraisal Committee and/or Appraiser-Developed or Modified Information

5. Species rating: _____
6. Replacement Tree Size (diameter) _____ in/cm
7. Replacement Tree Cost (see Regional Information to use Cost selected)
8. Installation Cost - \$ _____
9. Installed Tree Cost - \$ _____
10. Unity Tree Cost per in²/cm² (see regional information to use Cost selected) - \$ _____

Calculations by Appraiser using field and Regional Information

11. Appraised Trunk Area:
(TAA or ATAA; use Tables 4.4-4.7)
Or c squared (#3) _____ x 0.08 _____ in²/cm²
Or d squared (#3) _____ x 0.785 _____
12. Appraised Tree Trunk Increase (TA_{INCR})
(TA_{INCR}) = TAA OR ATAA _____ in²/cm² TAR _____ in²/cm² = _____ in²/cm²
13. Basic Tree Costs =
TA_{INCR} _____ IN²/CM² X Unity Tree Cost \$ _____ per in²/cm² + Installed Tree Cost = \$ _____
14. Appraised Value =
Baise Tree Cost \$ _____ x species rating _____ x condition _____ x location _____
15. If the Appraised Value is \$5,000.00 or more, round it to the nearest \$100.00; if it is less, round to the nearest \$10.00
16. Appraised Value - \$ _____

Items 5 through 10 are determined by the Regional Plant Appraisal Committee. The Wholesale Replacement Tree Cost, the Retail Replacement Tree Cost, or the Installed Tree Cost (#9) divided by the Replacement Tree Size (#6) can be used for the Unity Tree Costs (#10), or it can be set by the Regional Plant Appraisal Committee.

***Developed by The Council of Tree & Landscape Appraisers and Endorsed by the International Society of Arboriculture (ISA)**