



**BY-LAW NO. 2025-103**

**A BY-LAW OF THE CORPORATION OF THE TOWN OF  
BRACEBRIDGE TO PROHIBIT AND REGULATE THE INJURY  
AND DESTRUCTION OF TREES ON CERTAIN LANDS**

WHEREAS, Section 8 of the *Municipal Act*, S.O. 2001, c.25, as amended (the "Act") provides that the powers of a municipality under the Municipal Act or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS, Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural Person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS, pursuant to Section 23.1(1) of the Act, Council may delegate legislative powers of a minor nature, such as the power to issue and impose condition on a licence;

AND WHEREAS, pursuant to Section 23.1(2) of the Act, a by-law delegating any of the municipality's powers or duties is subject to certain rules;

AND WHEREAS, pursuant to Section 135(1) of the Act, the Council of The Corporation of the Town of Bracebridge may prohibit or regulate the destruction or injuring of Trees;

AND WHEREAS, pursuant to Section 135(7) of the Act, a by-law passed under Section 135(1) may require that a permit be obtained to injure or Destroy Trees and the Corporation of the Town of Bracebridge may impose conditions on a permit relating to the manner in which destruction occurs;

AND WHEREAS Section 284.11 (5) of the Act provides that if the head of council is of the opinion that all or part of a by-law could potentially interfere with a prescribed provincial priority, the head of council may veto the by-law by providing to the clerk, on the day of the veto, a written veto document that includes the veto and the reasons for the veto;

AND WHEREAS Section 391 of the Act authorizes a municipality to impose fees or charges on Persons for services or activities provided or done by or on behalf of it;

AND WHEREAS pursuant to Section 425 of the Act, a municipality may pass by-laws providing that a Person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS pursuant to Section 426 of the Act, 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 pursuant to Section 436 of the Act, the municipality may enter upon any land at any reasonable time for the purpose of carrying out an inspection to determine compliance with this by-law;

AND WHEREAS pursuant to Section 446(1) of the Act, a municipality may direct or require a Person to do a matter or thing and that, in default of it being done by the Person directed or required to do it, the matter or thing shall be done at the Person's expense;

AND WHEREAS pursuant to Section 446(3) of the Act, a municipality may recover the costs of doing a matter or thing under subsection (1) from the Person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS Section 284.11(5) of the Municipal Act provides that if the head of council is of the opinion that all or part of a by-law could potentially interfere with a prescribed provincial priority, the head of council may veto the by-law by providing to the clerk, on the day of the veto, a written veto document that includes the veto and the reasons for the veto;

AND WHEREAS on December 22, 2008, the Council of the Corporation of the Town of Bracebridge passed By-law 2008-130, being a by-law to prohibit and regulate the injury and destruction of trees on certain lands;

AND WHEREAS by motion 25-PD-105, the Council of The Corporation of the Town of Bracebridge deems it expediate to repeal By-law 2008-130, and pass a new by-law to prohibit and regulate the injury and destruction of trees on certain lands;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF BRACEBRIDGE ENACTS AS FOLLOWS:

**1. IN THIS BY-LAW:**

- 1.1. **Applicant** means the Person who submits an application for a Permit under this by-law.
- 1.2. **Arborist** means a Person who has graduated from an accredited college or university with a diploma or degree in Urban Forestry, Arboriculture or equivalent, and satisfies at least one of the following requirements:
  - 1.2.1. is certified by the Ministry of Advanced Education and Skills Development or the International Society of Arboriculture;
  - 1.2.2. is currently accepted as a consulting Arborist with the American Society of Consulting Arborists; or
  - 1.2.3. is a Registered Professional Forester (RPF) as defined in the *Professional Foresters Act, 2000, S.O. 2000, c. 18*.
- 1.3. **Arborist Report** means a report prepared and signed by an Arborist, which includes details on the species, size, health, location of a Tree, 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.
- 1.4. **Boundary Tree** means a Tree, where any part of the trunk is growing across one or more property lines.
- 1.5. **Building Permit** means a building permit issued under the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended.
- 1.6. **Charitable Organization** means an organization or group, eligible for registration with the Canada Revenue Agency and includes not-for-profit groups.

- 1.7. **Council** means the Council of The Corporation of the Town of Bracebridge.
- 1.8. **Critical Damage** means Destruction to a Tree such that there is serious and imminent risk of the Tree (or part thereof) failing and causing Injury or damage to Persons, buildings, infrastructure or other property. This may include:
- 1.8.1. A large cracked or split trunk;
  - 1.8.2. A significant broken limb hanging in a hazardous position;
  - 1.8.3. A severely leaning Tree with root failure signs;
  - 1.8.4. Partial uprooting;
  - 1.8.5. Other observable structural failure indicators.
- 1.9. **Crown** means the upper part of a Tree, which includes the branches and leaves.
- 1.10. **Destroy, Destroyed, Destroying or Destruction** means the removal or Injuring of Trees or parts of them, causing irreversible harm by breaking, cutting, burning, uprooting, chemical application or other means.
- 1.11. **Diameter** means the diameter of the stem of a Tree measured outside the bark at a specified point of measurement.
- 1.12. **DBH** means "Diameter at breast height" wherein the Diameter of the stem of a Tree is measured outside the bark at a point 1.37 metres (4 feet, 6 inches) above the highest point on the Tree where the ground meets the stump. In the case of double or multiple stemmed Trees, the Diameter measurement is to be taken at a point 1.37 metres (4 feet, 6 inches) above the highest point on the Tree where the ground meets the stump for each stem.
- 1.13. **Director** means the Person appointed by Council as the Director of Planning and Development of the Town, or their designate, provided such designate is an Officer of the Town.
- 1.14. **Heritage Tree** means a Tree that Council designates by resolution or by-law as being unique and of importance to the Town in terms of distinctive form, size, age and/or historical significance.
- 1.15. **High Water Mark** means the boundary between a Navigable Waterway and land not under water, at normal summer levels.
- 1.16. **Injure, Injured or Injuring** means harming a Tree by human action including changing grades, compacting soil in the root zone, severing roots, improper chemical use, use of machinery or equipment, improper pruning, or removing branches or bark.
- 1.17. **Invasive Tree** means a Tree species listed in Schedule "A" of this By-law.
- 1.18. **Major Damage** means Destruction to a Tree caused naturally by weather or biological processes (including wind, ice, snow, lightning, pests, disease, fungus, decay or rot), but excluding Injuring, where one or more of the following conditions exist:
- 1.18.1. Loss of Crown foliage: broken or Destroyed branches exceeding 30% of the Tree's Crown;

- 1.18.2. Root zone damage: exposure, severing or compaction affecting more than 25% of the root area;
  - 1.18.3. Trunk failure: split, broken, cracked, or partially uprooted trunk, or severe leaning;
  - 1.18.4. Severe cut: cut exceeding one-third (1/3) of DBH or deeper than one-tenth (1/10) of DBH;
  - 1.18.5. Large wound: area greater than  $DBH^2$  (cm<sup>2</sup>) or >1,000 cm<sup>2</sup>; or, if a wound contacts the ground, more than 60% of those thresholds;
  - 1.18.6. Evidence of advanced decay, rot, structural weakness, or compromised integrity (as verified by a qualified Arborist); or
  - 1.18.7. Active pest or disease damage that undermines structural stability to the extent of the above thresholds or imminently so.
- 1.19. **Navigable Waterway** shall mean a body of water that is capable of affording reasonable passage of floating vessels of any description for the purpose of transportation, recreation or commerce.
- 1.20. **Officer** means the Person appointed by Council as a By-law Enforcement Officer of the Town.
- 1.21. **Onsite Sewage Disposal System** shall mean a "sewage system" as defined in the *Ontario Building Code, 2024*, as amended.
- 1.22. **Owner** shall mean the registered Owner of the property.
- 1.23. **Permit** shall mean written authorization from the Town to Injure or Destroy Trees and such Permit is issued in accordance with this by-law.
- 1.24. **Person** shall mean any individual, corporation, partnership, association, firm, trust, or other entity and includes anyone acting on behalf or under the authority of such entity.
- 1.25. **Site** shall mean the area of land containing any Tree proposed to be Injured.
- 1.26. **Town or Town of Bracebridge** shall mean The Corporation of the Town of Bracebridge.
- 1.27. **Tree** shall mean a self-supporting, woody, perennial plant, including its root system, with a Diameter greater than 20 centimetres (8 inches) DBH. In the case of a Tree or Tree stand with multiple stems, if at least one stem measures 20 centimetres (8 inches) in Diameter or greater, the entire Tree is subject to the regulations of this by-law.
- 1.28. **Tree Protection Plan** means a plan that includes the prescribed information as set out in Schedule "C" of this by-law and which is completed by an Arborist.
- 1.29. **Wetland** shall mean lands that are seasonally or permanently covered by shallow water, as well as lands where the water table is close to or at the surface where the presence of abundant water has caused the formation of hydric soils (soils marked by considerable moisture) and has favoured the dominance of swamps, marshes, bogs and fens. Notwithstanding the foregoing, periodically soaked or wetlands being used for agricultural purposes which no longer exhibit wetland characteristics are not wetlands for the purposes of this by-law.

- 1.30. **Zoning By-law** shall mean a by-law regulating land use within the Town of Bracebridge enacted under the *Planning Act, 1990* and in force but does not include holding by-laws.

## **2. SHORT TITLE**

- 2.1. This By-law may be cited as the “Tree Cutting By-law”.

## **3. LANDS SUBJECT TO THIS BY-LAW**

- 3.1. This by-law applies to the following lands within the Town, except those portions of lands designated as woodlands pursuant to a by-law enacted by the Council of the District Municipality of Muskoka:
- 3.1.1. Lands within 60 metres (196 feet, 10 inches) of the high-water mark of a Navigable Waterway.
  - 3.1.2. Lands within 70 metres (229 feet, 8 inches) of the Highway 11 MTO right-of-way.
  - 3.1.3. Lands zoned as follows, pursuant to the Zoning By-law, as amended:
    - 3.1.3.1. Environmental Protection – EP1, EPW1 and EPW2;
    - 3.1.3.2. Flood Zones: Floodway, Phase 1 - F1; Flood Fringe, Phase 2 – F2; and Flood Plain Phase 2 - F3.
  - 3.1.4. Lands within the boundaries of the Urban Centre and the Muskoka Falls Community as set out in the Town’s Official Plan.
  - 3.1.5. Despite Section 3.1.4, this by-law does not apply to lands zoned as RU (Rural) or RR (Rural Residential) pursuant to the Zoning By-law, as amended.
  - 3.1.6. Lands that contain Heritage Trees as defined herein.

## **4. GENERAL CONDITIONS**

- 4.1. No Person shall permit or cause the Injury or Destruction of a Tree, without first obtaining a Permit under this by-law unless such Injury or Destruction occurs in accordance with an applicable exemption as set out in Section 5 of this by-law.
- 4.2. No Person shall fail to comply with any condition imposed as a requirement of a Permit issued under this by-law.
- 4.3. No Person shall fail to notify the Town of the Injury or Destruction of a Critically Damaged Tree in accordance with Section 6.1.
- 4.4. No Person shall fail to obtain the authorization of the Town for the Injury or Destruction of a Tree within 5 metres (16 feet, 5 inches) of an occupied building, or within 6 metres (19 feet, 8 inches) of an existing Onsite Sewage Disposal System, where notification is required in Section 6.2.
- 4.5. No Person shall fail to obtain the authorization of the Town for the Injury or Destruction of a Tree required for the construction or maintenance of a recreational trail in accordance with Section 6.3.

- 4.6. No Person shall fail to obtain the authorization of the Town for the Injury or Destruction of an Invasive Tree where notification is required in Section 6.4.
- 4.7. No Person shall permit or cause the Injury or Destruction of a Tree before the appropriate approvals or Building Permits have been obtained in accordance with Section 5.1.5 or 5.1.16.
- 4.8. No Person shall permit or cause the Injury or Destruction of a Tree contrary to the provisions of any agreement entered into with the Town that is registered or approved for the property on which such Injury or Destruction took place.
- 4.9. No Person shall permit or cause the Injury or Destruction of a Boundary Tree without first obtaining the consent of the adjacent affected property Owner.

## 5. EXEMPT ACTIVITIES

- 5.1. Despite Sections 3 and 4, this by-law does not apply to the following activities:
  - 5.1.1. Activities exempt under Section 135(12) of the *Municipal Act, 2001*.
  - 5.1.2. Activities or matters undertaken by a municipality or a local board of a municipality.
  - 5.1.3. Activities or matters undertaken under a licence issued under the *Crown Forest Sustainability Act, 1994*.
  - 5.1.4. The Injuring or Destruction of Trees by a Person licenced under the *Surveyors Act, 1990* to engage in the practice of cadastral surveying, or their agent, while making a survey.
  - 5.1.5. The Injuring or Destruction of Trees 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, 1990*, or as a requirement of a site plan agreement, consent agreement or subdivision agreement entered into under those Sections.
  - 5.1.6. The Injuring or Destruction of Trees by a transmitter or distributor for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in *Section 2* of the *Electricity Act, 1998*.
  - 5.1.7. The Injury or Destruction of Trees by a natural gas distributor, as defined under the *Ontario Energy Board Act, 1998*, for the purpose of constructing, maintaining, or operating a natural gas distribution system.
  - 5.1.8. 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, 1990*.
  - 5.1.9. The Injuring or Destruction of Trees undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land:
    - 5.1.9.1. That has not been designated under the *Aggregate Resources Act, 1990* or a predecessor of that Act; and
    - 5.1.9.2. Which a pit or quarry is a permitted land use under a by-law passed under Section 34 of the *Planning Act, 1990*.

- 5.1.10. The Injury or Destruction of Trees, subject to the *Farming and Food Production Protection Act, 1998*, to continue or enlarge an agricultural operation. For the purposes of this Section, agricultural operations include Tree farms of any kind.
- 5.1.11. The Injury or Destruction of Trees with a DBH of less than 20 centimetres (8 inches).
- 5.1.12. The Injury or Destruction of Trees to accommodate a legally permitted entranceway and/or to ensure safe sight visibility for any such entranceway.
- 5.1.13. The Injury or Destruction of Trees that are part of a golf course operation.
- 5.1.14. The Injury or Destruction of Trees within lands assessed under the Managed Forest Tax Incentive Program.
- 5.1.15. The periodic pruning of Tree branches in accordance with good arboricultural practice to maintain, improve or protect Tree health and surrounding forest health while maintaining the Tree's natural shape.
- 5.1.16. The Injury or Destruction of Trees located within 5 metres (16 feet, 5 inches) of a new building or 6 metres (19 feet, 8 inches) of a new Onsite Sewage Disposal System, provided a Building Permit has been issued for such building or system.
- 5.1.17. Where notification has been provided in accordance with Section 6.1, the removal of Trees which have suffered Critical Damage.
- 5.1.18. Where authorization has been obtained in accordance with Section 6.2, the Injury or Destruction of Trees within 5 metres (16 feet, 5 inches) of an existing occupied building, or within 6 metres (19 feet, 8 inches) of an existing Onsite Sewage Disposal System or any of its components.
- 5.1.19. Where authorization has been obtained in accordance with Section 6.3, the Injury or Destruction of Trees required for the construction and maintenance of recreational trails.
- 5.1.20. Where authorization has been obtained in accordance with Section 6.4, the Injuring or Destruction of an Invasive Tree.

## **6. NOTIFICATION REQUIREMENTS**

- 6.1. Where a Tree, or portion thereof, has suffered Critical Damage, the Owner may Injure or Destroy it immediately to abate the hazard without first obtaining a Permit. However, within 48 business hours the Owner must notify the Town of this Destruction by submitting photographic evidence of the condition before removal and must retain the stump or removed parts for inspection. The Town may require an Arborist Report to validate the Injury or Destruction of the Tree.
- 6.2. Where a Tree, or portion thereof, is to be Injured or Destroyed within 5 metres (16 feet, 5 inches) of an occupied building, or within 6 metres (19 feet, 8 inches) of an existing Onsite Sewage Disposal System or any of its components, the Owner shall submit to the Town a PDF or other similar digital file including a sketch and/or photographs showing the Tree and the building or system. An Officer shall review the submitted materials and, if satisfied that the Injury or Destruction of the Tree is not prohibited under Section 7, shall issue written authorization for its removal.

- 6.3. Where a Tree, or portion thereof, is to be Injured or Destroyed in accordance with the construction or maintenance of a recreational trail, the Owner shall submit to the Town a PDF or other similar digital file containing a site plan and photographs showing the Tree and the location of the recreational trail. An Officer shall review the submitted materials and, if satisfied that the Injury or Destruction of the Tree is not prohibited under Section 7, shall issue written authorization for its removal.
- 6.4. Where an Invasive Tree, or portion thereof, is to be Injured or Destroyed, the Owner shall submit to the Town a PDF or other similar digital file containing site plan and photographs showing the Tree and clearly identifying its species. An Officer shall review the submitted materials and, if satisfied that the Injury or Destruction is of an Invasive Tree, shall issue written authorization for its removal.

## **7. TREE CUTTING PROHIBITIONS**

- 7.1. No Person shall Injure or Destroy a Tree on lands comprising Wetlands.
- 7.2. No Person shall Injure or Destroy a Heritage Tree.
- 7.3. No Person shall permit or cause the Injury or Destruction of a Tree, within an area zoned Environmental Protection - EP1, EPW1 and EPW2, Floodway, Phase 1 - F1; Flood Fringe, Phase 2 – F2; and Flood Plain Phase 2 - F3 in the Towns Zoning By-law, except where exempt in accordance with Section 5.
- 7.4. No Person shall Injure or Destroy a Tree that is identified as an endangered, threatened, or species at risk under the *Endangered Species Act, 2007* or the *Species at Risk Act, 2002*, except where such Injury or Destruction is authorized under those Acts or regulations made thereunder.

## **8. APPLICATIONS FOR PERMITS**

- 8.1. Subject to Section 5, every Person who intends to Injure or Destroy a Tree, personally or through another Person, shall apply for and obtain a Permit by submitting the following, in PDF or similar digital format:
  - 8.1.1. A complete application in the form prescribed by the Director;
  - 8.1.2. Plans, drawings and/or photographs of the property clearly identifying:
    - 8.1.2.1. Lands owned by the Owner;
    - 8.1.2.2. Any and all significant features of the lands including lakes, rivers, streams, steep slopes in excess of 20% slope and Wetlands;
    - 8.1.2.3. Scaled drawing(s) of the location of the Tree(s) proposed to be Injured, Destroyed and/or retained; and
    - 8.1.2.4. Any erosion control, Tree preservation, or storm water management measures to be implemented.
  - 8.1.3. Payment of a non-refundable fee as set out in Town's Fees and Charges By-law, with the exception of those fee exemptions specified in Section 12;
  - 8.1.4. Any securities required as a condition of the issuance of a Permit;

- 8.1.5. An Arborist Report where the Tree has suffered Major Damage, or where the Arborist Report is required as a condition of the issuance of a Permit;
  - 8.1.6. A written consent from the adjacent property Owner if the Tree to be Injured or Destroyed is considered a Boundary Tree; and
  - 8.1.7. A written consent from the Owner of the property where the subject Tree(s) are located if the Applicant is not the Owner of that property.
- 8.2. If an Applicant does not provide all the documentation required by an Officer of the Town within the timeframe as may be specified by the Officer, or if the application is one (1) year old and the Applicant has not taken any action to provide the Officer with all the documentation in the preceding four (4) months, the Applicant shall be deemed to have withdrawn their application and shall not be entitled to any refunds of any payments made. The Officer may close the application file when the Applicant withdraws or is deemed to have withdrawn the application.
- 8.3. Following the receipt of an application, the Director and any Officer acting under the Director's instructions may enter and inspect the land upon which the Tree(s) are located, and the submission of the application shall constitute irrevocable permission to the Town to enter the property for the purpose of administering this by-law.

## **9. WHERE A PERMIT MAY BE ISSUED**

- 9.1. An Officer shall review the application, and all the documentation required and may issue a Tree removal Permit if:
- 9.1.1. The Tree proposed to be Injured or Destroyed is located within those lands described in Section 3;
  - 9.1.2. The Tree proposed to be Injured or Destroyed is not located within lands where slopes in excess of 20% exist, or where natural vegetation should be retained to prevent erosion, particularly on lands adjacent to a shoreline, on a ridgeline, where there is minimal soil or vegetative cover or in areas of unstable slopes with the potential for erosion;
  - 9.1.3. The Tree proposed to be Injured or Destroyed is not a Tree subject to the prohibitions contained in Section 7;
  - 9.1.4. The Tree has a DBH less than 38 centimetres (15 inches) and is within 60 metres (196 feet, 10 inches) of a Navigable Waterway, or is within the Muskoka Falls Community as defined in the Town's Official Plan, if:
    - 9.1.4.1. less than 6 other Permits have been issued for the Injury or Destruction of Trees on the same lot within the same calendar year; and
    - 9.1.4.2. if it is located between 15 metres (49 feet 3 inches) of a Navigable Waterway, and a minimum 75% shoreline buffer is maintained, in accordance with the requirements of the Zoning By-law, as amended.
  - 9.1.5. The Tree has a DBH less than 38 centimetres (15 inches) and is within the Urban Centre as defined in the Town's Official Plan, if:
    - 9.1.5.1. less than 10 other Permits have been issued for the Injury or Destruction of Trees on the same lot within the same calendar year.

- 9.1.6. No application for a zoning by-law amendment, consent, minor variance, plan of subdivision, plan of condominium, or site plan approval has been submitted to the Town with respect to the land on which the Tree is located, and that application has not yet been finally approved.;
- 9.1.7. The Tree is not required to be retained, protected or planted as a condition of an approved site plan or any other or agreement with the Town; or
- 9.1.8. The removal of the Tree is otherwise acceptable to the Director.

## **10. CONDITIONS**

- 10.1. All Permits for the Injury or Destruction of Trees will be deemed not to be in effect during the period of March 15 to April 30. The Director may grant exemptions to this requirement in writing having regard to the potential for damage to soils, access routes and subsequent damage to the ecology.
- 10.2. An Officer of the Town may issue a Permit with conditions, including, but not limited to those set out in Schedule "B".
- 10.3. Where the planting of replacement Tree(s) has been imposed as a condition of a Permit, the Director may require that:
  - 10.3.1. the replacement Tree(s) be located on the same property in a location and of a species to the satisfaction of the Director or their designate;
  - 10.3.2. where replacement Tree(s) are not physically possible to properly grow on the Site, the replacement Tree(s) be located at another suitable location to the satisfaction of the Director or their designate;
  - 10.3.3. a replanting plan be filed to the satisfaction of the Director or their designate;
  - 10.3.4. a written undertaking by the Owner to carry out the replacement planting be submitted on a form prescribed by the Director;
  - 10.3.5. securities in the form of cash or a letter of credit satisfactory to the Director be delivered to the Town to cover the costs of the replacement Tree(s), and the maintenance of the Tree(s) for a period of up to two (2) years;
- 10.4. The minimum replacement Tree size is a 3 centimetre (1.2 inch) DBH deciduous Tree, or a 1.5 metre (4 feet 11 inch) height coniferous Tree in a five (5) gallon container or balled and burlapped or in a wire basket.
- 10.5. A Permit shall be valid for a maximum of one (1) year from the date of issuance.
- 10.6. Every Permit issued under this by-law shall be deemed to include a condition permitting the Town to access the lands referred to in the Permit for the purpose of ensuring compliance with this by-law.

## **11. REVOCATION OF PERMITS**

- 11.1. Failure to comply with any provision or condition of a Permit or an order issued under this By-law or any other provision of this By-law may result in the revocation of the Permit by the Director, in addition to any other enforcement proceedings undertaken against the Permit holder as permitted by law.

- 11.2. In addition to section 11.1, the Director may revoke a Permit at any time if it was issued because of mistaken, false or incorrect information received from the Applicant or Owner.
- 11.3. The Permit holder of a revoked Permit shall immediately cease or ensure the immediate cessation of all the activities for which a Permit has been issued upon revocation of the Permit.

## **12. FEE EXEMPTIONS**

- 12.1. Notwithstanding any other provision of this By-law, no Permit fee is payable in any of the following circumstances:
  - 12.1.1. the Applicant is a Charitable Organization, not-for-profit corporation or other community organization and the Tree is located on lands owned, leased or rented by the organization;
  - 12.1.2. the subject Tree(s) are identified as dead, infested with Emerald Ash borer (EAB), Asian Long-Horned Beetle (ALHB) or another insect pest, and an Arborist Report confirms that infestation and its removal is approved by an Officer of the Town; or
  - 12.1.3. the subject Tree(s) have suffered Major Damage and an Arborist Report has been submitted to the satisfaction of the Director.

## **13. ORDERS**

### **13.1. Orders to Discontinue Activity**

- 13.1.1. Where the Director is satisfied that a contravention of this by-law may be occurring, the Director may make a Stop Work Order under the authority of Section 444 (1) of the *Municipal Act, 2001* requiring that the Injuring or Destruction of Trees be immediately stopped.

### **13.2. Remedial Orders**

- 13.2.1. Where a Person has contravened this by-law, pursuant to Section 445 (1) of the *Municipal Act, 2001*, the Director may make such remedial orders as they deem appropriate.

### **13.3. Service of Orders**

- 13.3.1. An Order issued under Section 13.1 or 13.2 herein, may be served personally or served by sending it by registered mail, in accordance with the latest revised assessment roll, to the last known address of:
  - 13.3.1.1. The Owner of the lands; and, if applicable,
  - 13.3.1.2. The Person identified as Injuring or Destroying Trees.
- 13.3.2. Where service of an Order is made by registered mail, service shall be deemed to have been served on the fifth day after the Order is mailed.
- 13.3.3. Where service cannot be carried out in accordance with Section 13.3.1, service is deemed sufficient if the Officer places a placard containing the terms of the Order in a conspicuous place on the affected lands and such placing of the placard shall

be deemed to be sufficient service of the Order on the Person to whom the Order is directed.

13.3.4. No Person, through his or her own actions or through any other Person, shall:

13.3.4.1. Fail to comply with an Order issued under this by-law;

13.3.4.2. Remove or deface any Order that has been posted pursuant to this by-law; or

13.3.4.3. Hinder or obstruct the Director or an Officer of the Town in the carrying out of their duties under this by-law.

#### **14. OFFENCE AND PENALTIES**

14.1. Any Person who contravenes any section or provision of this by-law shall be guilty of an offence, as set out in Appendix "D".

14.2. Every Person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act, R.S.O. 1990*, Chapter P.33, exclusive of costs, for each offence, and the Town may recover any costs associated with contravention as a debt owed by the Owner of the property on which the contravention took place.

14.3. If a Person is convicted of an offence for contravening this by-law or an Order issued under this by-law, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may order the Person to rehabilitate the land or to plant replacement Trees in such a manner and within such time period as the court considers appropriate.

14.4. A separate offence shall exist for each day that a violation under this by-law continues.

#### **15. LIABILITY**

15.1. Any Person Injuring or Destroying a Tree, or on whose property a Tree is being Injured or Destroyed, shall be liable for such Tree removal activities. The Town is hereby indemnified from and against all manner of claims for damages, loss, expense or otherwise arising from the Injury or Destruction of Trees undertaken in accordance with the provisions of this by-law.

#### **16. CONFLICT**

16.1. If any provision of this Tree By-law conflicts with a Provincial or Federal Act or a regulation made under such an Act, or with an instrument of a legislative nature made or issued under such Act or regulation, the Act, regulation or instrument prevails, and the conflicting portion of this By-law is inoperative to the extent of the conflict.

#### **17. VALIDITY AND SEVERABILITY**

17.1. If any provision or provisions of this by-law is held to be invalid, illegal, un-enforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**18. REPEAL**

18.1. That By-Law 2008-130 is hereby repealed

READ AND PASSED THIS 10<sup>th</sup> DAY OF DECEMBER, 2025.

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Mayor, Rick Maloney

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Director of Corporate Services/Clerk,  
Lori McDonald

**SCHEDULE "A"****List of Invasive Tree Species**

1. Ailanthus or Tree of Heaven (*Ailanthus altissima*)
2. Birch, European (*Betula pendula*)
3. Elm, Siberian (*Ulmus pumila*)
4. European or Common Buckthorn (*Rhamnus cathartica*)
5. Locust, Black (*Robina pseudo acacia*)
6. Maple, Norway (*Acer platanoides*)
7. Mulberry, White (*Morus alba*)
8. Olive, Autumn (*Elaeagnus umbellate*)
9. Olive, Russian (*Elaeagnus angustifolia*)
10. Pine, Scots (*Pinus Sylvestris*)
11. Poplar, Silver (*Populus alba*)

**SCHEDULE “B”****Conditions**

On the issuance of a Tree cutting Permit, the Director may impose additional conditions including, but not limited to:

1. The requirement for planting of replacement Tree(s) as deemed appropriate by the Director having regard for the existing canopy coverage on the subject Site;
2. The requirement for posting of a security deposit to ensure mitigation measures and Tree protection measures, as may be required, are implemented as determined by the Director. The security shall be held by the Town for a minimum period of two (2) years from the date of planting. Following this period, the Town shall conduct a final inspection of the replacement Tree(s). If the replacement Tree(s) are determined to be alive, healthy, and in a state of vigorous growth, the security shall be refunded in full. If any replacement Tree(s) are found to be dead, dying, or in poor condition, the Town may retain part or all of the security to fund replanting, or require replanting at the Owner's expense prior to release of any remaining security;
3. Where the Injury or Destruction of Trees is permitted prior to the issuance of planning approvals, or a required Building Permit, and the Director deems the Injury or Destruction of these Trees to be appropriate to facilitate the development schedule through early Site works, soil sampling, surveying, the creation of temporary access roads, or other pre-construction activities, the Director may require the posting of securities as required to facilitate the revegetation of the Site if necessary;
4. Where securities have been provided in accordance with section 3 of this Schedule, the Town shall review the approved planning approvals or Building Permit and assess whether any re-vegetation or Tree replacement is required as a result of the pre-construction Injury or Destruction of Trees. Where no such re-vegetation or Tree replacement is required, the securities shall be refunded in full. Where re-vegetation or Tree replacement is required, the Town may retain all or a portion of the security for a minimum period of two (2) years following the completion of planting, to ensure survival and establishment of the replacement vegetation. Any unused portion of the security shall be refunded following a satisfactory final inspection by the Town;
5. Requiring the property to be cleaned or remediated to a state deemed acceptable to the Director;
6. The requirement for measures to ensure the preservation of significant fish and wildlife habitat;
7. The requirement for erosion control measures;
8. The protection and preservation of features such as Wetlands and narrow waterbodies;
9. The requirement to provide storm water management approaches and practices that will protect the health of lakes and rivers;
10. Restricting the timing of Tree cutting to periods when the ground is dry and not soft to reduce the impact on forest soils and vegetation;
11. Requiring a buffer up to 3 metres (9 feet, 9 inches) in width of uncut densely growing Trees beside open areas or other hard edges to reduce windthrow and other damage to the forest interior and to minimize invasion by exotic species;
12. Requiring the maintenance of buffers and natural vegetation between cut area and waterbodies, rare vegetation communities or significant wildlife habitats;

13. Requiring Trees to be marked prior to any Injuring or Destroying of Trees taking place for visual inspection purposes;
14. Requiring that in no circumstances the height of any cut Tree limbs, Crowns or residue exceed 1 metre (3 feet, 3 inches) in height; and
15. Requiring a Tree Protection Plan, containing the information prescribed in Schedule “C”, be submitted by an Arborist, and requiring that all measures therein be undertaken to the satisfaction of the Director or their designate.

**SCHEDULE "C"****Tree Protection Plan Requirements**

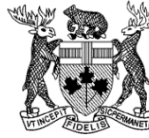
Tree Protection Plans will include the following, but are not limited to:

1. Accurate plotting and identification of all Trees on the plan, including:
  - a. The Species of Tree;
  - b. The DBH of the Tree;
  - c. The Tree health/disease;
  - d. Crown spread, measured in metres on a drawing indicating the appropriate scale, showing extent of Tree foliage covering the lot;
  - e. For each Tree identified as being preserved and each Tree recommended for Injury or Destruction, the valuation as determined by the most recent International Society of Arboriculture's Guide for Plant Appraisal; and
  - f. Tree protection zone limits and Tree protection barrier requirements.
2. A grading plan, including all proposed erosion control measures, where Tree cutting is taking place near, or on, significant features of the lands including lakes, rivers, streams, steep slopes in excess of 20% slope or Wetlands. This may require collaboration of the Applicant's engineering and arboricultural consultants;
3. A site plan that marks existing or future service locations in proximity to where Tree cutting is taking place including water, sewer/storm, hydro, gas, bell, cable and any other impacted utility. This may require collaboration of the Applicant's engineering and arboricultural consultants;
4. An implementation plan outlining mitigation measures for Tree protection and environmental protection;
5. The name and contact information for the Arborist responsible for monitoring the implementation of the plan; and
6. The signature of a qualified Arborist.

**SCHEDULE “D”****Short Form Wording and Set Fines**

| <b>Item</b> | <b>Column 1 (Short Form Wording)</b>                                                                            | <b>Column 2 (Section)</b> | <b>Column 3 (Set Fine)</b> |
|-------------|-----------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| 1           | Injure or Destroy a Tree without first Obtaining a Permit                                                       | 4.1                       | \$500.00                   |
| 2           | Fail to comply with any condition of a Permit                                                                   | 4.2                       | \$500.00                   |
| 3           | Fail to provide notification of the Injury or Destruction of a Critically Damaged Tree                          | 4.3                       | \$500.00                   |
| 4           | Fail to obtain authorization for the Injury or Destruction of a Tree near an existing building or septic system | 4.4                       | \$500.00                   |
| 5           | Fail to obtain authorization for the Injury or Destruction of a Tree as part of a recreational trail            | 4.5                       | \$500.00                   |
| 6           | Fail to obtain authorization for the Injury or Destruction of an Invasive Tree                                  | 4.6                       | \$250.00                   |
| 7           | Injure or Destroy a Tree prior to the issuance of a building permit                                             | 4.7                       | \$500.00                   |
| 8           | Injure or Destroy a Tree in contravention of an Agreement with the Town                                         | 4.8                       | \$750.00                   |
| 9           | Injure or Destroy a Boundary Tree without consent of adjacent affected property owner                           | 4.9                       | \$500.00                   |
| 10          | Injure or Destroy a Tree in a Wetland                                                                           | 7.1                       | \$750.00                   |
| 11          | Injure or Destroy a Heritage Tree                                                                               | 7.2                       | \$1,000.00                 |
| 12          | Injure or Destroy a Tree in a prohibited zone                                                                   | 7.3                       | \$750.00                   |
| 13          | Injure or Destroy an endangered, threatened or species at risk Tree                                             | 7.4                       | \$1,000.00                 |
| 14          | Fail to comply with Order                                                                                       | 13.3.4.1                  | \$750.00                   |
| 15          | Remove or deface an Order                                                                                       | 13.3.4.2                  | \$300.00                   |
| 16          | Obstruct the Director or an Officer of the Town                                                                 | 13.3.4.3                  | \$500.00                   |

THE HONOURABLE CECILE APPEGATE  
REGIONAL SENIOR JUSTICE  
ONTARIO COURT OF JUSTICE  
CENTRAL EAST REGION  
  
1091 GORHAM STREET  
NEWMARKET, ONTARIO L3Y 8X7



L'HONORABLE CECILE APPEGATE  
JUGE PRINCIPALE RÉGIONALE  
COUR DE JUSTICE DE L'ONTARIO  
RÉGION DU CENTRE-EST

1091, RUE GORHAM  
NEWMARKET (ONTARIO) L3Y 8X7  
TELEPHONE/TÉLÉPHONE (905) 853-4890  
FAX/TÉLÉCOPIEUR (905) 853-4891

January 9, 2026

Mr. Alex Mulholland  
Chief Building Official  
1000 Taylor Court  
Bracebridge, Ontario  
P1L 1R6

Mr. Mulholland:

**Re: Set Fines - Part I**  
**The Corporation of the Town of Bracebridge**

Enclosed herewith please find the Order and the schedule of set fines.

The setting of the fines does not constitute my approval of the short form of the wording used to describe the offences.

Please forward a copy of the Order and the Schedule of set fines to the POA Court in Bracebridge.

Yours truly,

A handwritten signature in black ink, appearing to be 'C. Applegate'.

**Cecile Applegate**

Regional Senior Judge | Juge principale régionale  
Central East Region | Région du centre-est  
Ontario Court of Justice | Cour de justice de l'Ontario

/mfr  
Enclosures

# ***PROVINCIAL OFFENCES ACT***

## **Part I**

IT IS ORDERED pursuant to the provisions of the *Provincial Offences Act* and the rules for the Ontario Court of Justice that the amount set opposite each of the offences in the attached schedule of offences under the Provincial Statutes and Regulations thereunder and Municipal By-Law 2025-103, for the Town of Bracebridge, attached hereto is the set fine for that offence. This Order is to take effect January 9, 2026.

DATED at Newmarket this 9<sup>th</sup>

day of January 2026



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**Cecile Applegate**

Regional Senior Judge | Juge principale régionale  
Central East Region | Région du centre-est  
Ontario Court of Justice | Cour de justice de l'Ontario

## **SCHEDULE "D"**

### **TOWN OF BRACEBRIDGE PART 1: PROVINCIAL OFFENCES ACT**

#### **BY-LAW 2025-103: Prohibit and Regulate the Injury and Destruction of Trees On Certain Lands**

| <b>Item</b> | <b>Column 1 (Short Form Wording)</b>                                                                            | <b>Column 2 (Section)</b> | <b>Column 3 (Set Fine)</b> |
|-------------|-----------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|
| 1           | Injure or Destroy a Tree without first Obtaining a Permit                                                       | 4.1                       | \$500.00                   |
| 2           | Fail to comply with any condition of a Permit                                                                   | 4.2                       | \$500.00                   |
| 3           | Fail to provide notification of the Injury or Destruction of a Critically Damaged Tree                          | 4.3                       | \$500.00                   |
| 4           | Fail to obtain authorization for the Injury or Destruction of a Tree near an existing building or septic system | 4.4                       | \$500.00                   |
| 5           | Fail to obtain authorization for the Injury or Destruction of a Tree as part of a recreational trail            | 4.5                       | \$500.00                   |
| 6           | Fail to obtain authorization for the Injury or Destruction of an Invasive Tree                                  | 4.6                       | \$250.00                   |
| 7           | Injure or Destroy a Tree prior to the issuance of a building permit                                             | 4.7                       | \$500.00                   |
| 8           | Injure or Destroy a Tree in contravention of an Agreement with the Town                                         | 4.8                       | \$750.00                   |
| 9           | Injure or Destroy a Boundary Tree without consent of adjacent affected property owner                           | 4.9                       | \$500.00                   |
| 10          | Injure or Destroy a Tree in a Wetland                                                                           | 7.1                       | \$750.00                   |
| 11          | Injure or Destroy a Heritage Tree                                                                               | 7.2                       | \$1,000.00                 |
| 12          | Injure or Destroy a Tree in a prohibited zone                                                                   | 7.3                       | \$750.00                   |
| 13          | Injure or Destroy an endangered, threatened or species at risk Tree                                             | 7.4                       | \$1,000.00                 |
| 14          | Fail to comply with Order                                                                                       | 13.3.4.1                  | \$750.00                   |
| 15          | Remove or deface an Order                                                                                       | 13.3.4.2                  | \$300.00                   |
| 16          | Obstruct the Director or an Officer of the Town                                                                 | 13.3.4.3                  | \$500.00                   |

NOTE: The general penalty provision for the offences listed above is Section 14.2 of By-Law 2025-103, a certified copy of which has been filed.