



CITY OF RICHMOND

***WATERCOURSE PROTECTION AND
CROSSING BYLAW***

BYLAW NO. 8441

EFFECTIVE DATE – May 9, 2011

**WATERCOURSE PROTECTION AND
CROSSING BYLAW**

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CITY OF RICHMOND
WATERCOURSE PROTECTION AND
CROSSING BYLAW NO. 8441

The Council of the City of Richmond enacts as follows:

PART ONE: INTERPRETATION

1.0 Interpretation

1.1 In this bylaw, unless the context otherwise requires:

AGREEMENT	means an agreement in the City's prescribed form.
APPLICANT	means an owner or a utility company , as the case may be, that makes an application .
APPLICATION	means the request to the City for a permit in the prescribed form.
APPLICATION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when submitting an application .
CITY	means the City of Richmond as a corporate entity.
CITY DESIGN DRAWINGS	means design drawings prepared by the City .
CITY DESIGN OPTION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when the City design drawings are requested.
CITY LAND	means land owned or in the control of the City .
CITY REPRESENTATIVE	means any one of the following: the City's General Manager of Engineering and Public Works, the City's Director, Engineering or the City's Director, Public Works.
CONSTRUCTION AND MAINTENANCE REQUIREMENTS	means all federal, provincial and municipal laws, bylaws, regulations, policies, codes, ordinances, guidelines and standards, including, without limiting the generality of the foregoing, in accordance with the City's bylaw entitled <i>To Regulate the Provision of Works and Services Upon Subdivision of Land Bylaw No. 6530</i> as the same may be amended or replaced from time to time.

DRAINAGE SYSTEM	means all storm sewer works and appurtenances owned, controlled, maintained and operated by the City , including, without limitation, storm sewers, watercourses , storm service connections, detention facilities, pumping stations and outfalls located on or in City land .
ENVIRONMENT	means air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
INSPECTION FEE	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when submitting an application for a permit .
OWNER	means a person who is the registered owner of a parcel .
PARCEL	means a lot, block, or other area in which land is held, or into which land is legally subdivided.
PERMIT	means permission or authorization in writing from the City representative under this bylaw to construct and use a watercourse crossing regulated by this bylaw.
PERSON	means the City , a government body, a utility company , an individual, corporation, partnership or other legal entity.
POLLUTION	means any substance, whether liquid or solid, that damages or is capable of damaging the environment and includes any substance or combination that does not conform to the British Columbia Water Quality Guidelines for the Protection of Aquatic Life and/or the Canadian Council of Ministers of the Environment Water Quality Guidelines for the Protection of Aquatic Life.
PROFESSIONAL ENGINEER	means a person who is registered or licensed as a professional engineer pursuant to the <i>Engineers and Geoscientists Act</i> , R.S.B.C. 1996, c. 116.
RIPARIAN MANAGEMENT AREA	means an area designated by the City as either a 5 metre or 15 metre Riparian Management Area under the BC Fish Protection Act.
SECURITY DEPOSIT	means the sum of \$5000.00.
UTILITY COMPANY	means a public or private utility company which makes an application .

WATERCOURSE	means a natural or man-made channel through which water flows at any time of the year and includes a ditch, slough, brook, river, stream, creek, lake, pond and any other body of water running through or situated partially or fully on City land .
WATERCOURSE CROSSING	means any bridge, culvert including all appurtenances or any other construction spanning a watercourse located on City land .
WATERCOURSE CROSSING OWNER	means a person who owns a watercourse crossing .

PART 2: APPLICATION AND AGREEMENT

2.0 Application and Agreement

No **person** shall:

- (a) pollute, obstruct or impede the flow of any **watercourse** or waterworks (including drain or sewer) in the **City**; or
- (b) place any fill, concrete, timber or any other structure or material into a **watercourse** in the **City**, except as set out in subsection 2.2.

2.2 No **person** shall construct or cause to be constructed or use any **watercourse crossing** unless the following requirements are met:

- (a) the **applicant** submits an **application** to the **General Manager** as set out in subsection 2.3;
- (b) the **applicant** has paid the City the **application fee**, the **inspection fee**, and, if applicable, the **City design option fee**, and provided to the **City** the **security deposit**;
- (c) the **applicant** enters into an **agreement** with the **City** regarding the proposed **watercourse crossing**; and
- (d) the **applicant** has obtained a **permit** to construct and use the proposed **watercourse crossing**.

2.3 The **application** referred to in subsection 2.2(a) shall include:

- (a) either of the following:
 - i. design drawings prepared for the **applicant**; or
 - ii. **City design drawings** prepared for the **applicant**; and
- (b) any supporting documentation requested by the **City** in connection with the **application**.

- 2.4 The **City representative** is authorized to execute **agreements** on behalf of the **City** if the **City representative** is satisfied that the requirements of this bylaw have been met and that no reason exists why the **City** should not enter into an **agreement**.

PART THREE: PERMIT

3.0 Permit

- 3.2 The **City representative** is authorized to execute **permits** on behalf of the **City** if the **City representative** is satisfied that the **application** has been approved, an **agreement** has been entered into, and all required fees have been paid and the **security deposit** has been provided.

PART FOUR: CONSTRUCTION OF WATERCOURSE CROSSING, SECURITY DEPOSIT AND INSURANCE

4.0 Construction of Watercourse Crossing, Security Deposit and Insurance

- 4.1 The **applicant** must construct the **watercourse crossing**:
- (a) as contemplated by this bylaw and the **application**;
 - (b) in accordance with the design approved by the **City**;
 - (c) in accordance with **construction and maintenance requirements**;
 - (d) so that it does not materially interfere with the **City's drainage system** or any **City land**;
 - (e) so as to protect water quality within the **watercourse** from sediment and other potential **pollution**, and to minimize the impact on **watercourse** and riparian ecology; and
 - (f) only after receiving written approval from Fisheries and Oceans Canada if the **watercourse crossing** is within a **Riparian Management Area**.
- 4.2 After completion of construction of the **watercourse crossing**, the **applicant** must:
- (a) in accordance with **construction and maintenance requirements**, clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing**, as determined by the **City**;
 - (b) re-instate all legal survey monuments and property pins removed or displaced by the construction of the **watercourse crossing**;

- (c) re-instate any disturbed **watercourse** bank or riparian areas such that sediment erosion is controlled and plantings provide equal or better riparian protection as existed prior to construction to the satisfaction the **City** and (if applicable) Fisheries and Oceans Canada;
 - (d) complete As-Constructed drawings; and
 - (e) if the **application** is for the construction of a bridge, after completion of construction of the bridge, provide a certification letter signed and sealed by a **professional engineer** stating that a **professional engineer** has inspected the bridge, that the bridge was constructed in accordance with the design forming part of the **application**, and that the bridge can service the **parcel** without any detrimental impact to other nearby **parcels**, properties and/or the **City's drainage system**.
- 4.3 As security for the performance of the **applicant's** obligations in sections 4.1 and 4.2, the **applicant** must provide the **City** with a **security deposit**.
- 4.4 The **City** may utilize all or any portion of the **security deposit** if the **applicant** breaches its obligations contained in sections 4.1 and 4.2. If the **City**, without obligation to do so, remedies any breach of this bylaw and the cost of such undertaking exceeds the amount of the **security deposit**, the **applicant** shall pay to the **City** any amount exceeding the amount secured.
- 4.5 During the course of construction of the **watercourse crossing**, the **applicant** must maintain, and provide to the **City** evidence of, comprehensive general liability insurance with a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage. The insurance must be endorsed to add the **City** as an additional insured and contain a provision requiring that at least 30 days' notice be given to the **City** prior to cancellation or expiry.

PART FIVE: OWNERSHIP OF WATERCOURSE CROSSING

5.0 Ownership of Watercourse Crossing

- 5.1 Subject to section 5.2, despite the **watercourse crossing** being on **City land**, the **owner** of the **parcel** fronting the **watercourse crossing** shall be deemed to be the **watercourse crossing owner**.
- 5.2 If the **applicant** for the **permit** is a **utility company**, the **utility company** shall be deemed to be the **watercourse crossing owner**.
- 5.3 The **watercourse crossing owner** must provide to any prospective owner of the **watercourse crossing** a copy of the **permit** relating to the **watercourse crossing**.

PART SIX: MAINTENANCE OF WATERCOURSE CROSSING

6.0 Maintenance of Watercourse Crossing

- 6.1 During the lifetime of the **watercourse crossing**, the **watercourse crossing owner** must, to the **City's** satisfaction, maintain, repair and replace the **watercourse crossing** as necessary to ensure that it is in a safe condition for all purposes, does not hinder, impede or interfere with the **drainage system**, does not cause undue damage to the **watercourse** ecology or cause the introduction of **pollution** to the **watercourse**, and, without limiting the generality of the foregoing, ensure that the **watercourse crossing** complies with **construction and maintenance requirements**.
- 6.2 The **watercourse crossing owner** must notify the **City** in writing five (5) business days in advance of any work described in section 6.1 which the **watercourse crossing owner** intends to perform.
- 6.3 If the **watercourse crossing** is within an area designated as a **Riparian Management Area**, written approval from Fisheries and Oceans Canada and the City must be received prior to maintenance or modification of the **watercourse crossing** or the **watercourse**.

PART SEVEN: REMEDIAL ACTION

7.0 Remedial action

- 7.1 If a **watercourse crossing** is:
- (a) not in accordance with this bylaw, the **application** and/or the **permit**;
 - (b) causing a detrimental impact to other **parcels**, properties, the **drainage system**, or structures;
 - (c) causing a detrimental impact to the aquatic environment or causing the introduction of **pollution** to the **watercourse**;
 - (d) affecting public safety; or
 - (e) not permitting adequate drainage,
- the **City representative** may require the **watercourse crossing owner** at its own expense to remove, repair or replace a **watercourse crossing** in accordance with **construction and maintenance requirements** and clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing**, as determined by the **City** and to the satisfaction of Fisheries and Oceans Canada (if applicable).
- 7.2 If an event referred to in section 7.1 has occurred, the **City representative** shall notify the **watercourse crossing owner** in writing, specifying:
- (a) the work to be undertaken; and
 - (b) the period of time within which the work must be completed.

- 7.3 Where the **City** has determined that the **watercourse crossing owner** has failed to construct, install, remove, repair or replace a **watercourse crossing** in accordance with **construction and maintenance requirements** and/or clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing** within a reasonable period of time, all as determined by the **City**, the **City** may take whatever action the **City** considers necessary to remedy the situation without the necessity of full compliance with the provisions of this bylaw at the time it is undertaken. The **watercourse crossing owner** will pay to the **City**, on demand by the **City**, all expenses incurred by the **City** exercising its rights pursuant to this section 7.3.
- 7.4 Where the **City** has determined that there has been a possible contravention of this bylaw which poses a possible threat to the **environment** or the health or safety of individuals, and immediate action is required to remedy the situation, the **City** may immediately take whatever action the **City** considers necessary to remedy the situation without the necessity of full compliance with the provisions of this bylaw at the time it is undertaken. The **watercourse crossing owner** will pay to the **City**, on demand by the **City**, all expenses incurred by the **City** exercising its rights pursuant to this section 7.4.
- 7.5 If the **watercourse crossing owner** has failed to pay the costs incurred by the **City** in exercising its rights pursuant to section 7.3 and/or section 7.4 before the 31st day of December in the year that the corrective action was taken, the **City's** costs may, at the **City's** discretion, be added to and from part of the taxes payable in connection with the **parcel** fronting the **watercourse crossing** as taxes in arrears.

PART EIGHT: TERMINATION

8.0 Termination

- 8.1 The **City representative** may terminate a **permit** at any time and for any reason upon providing the **watercourse crossing owner** with a written notice of the same. If the **watercourse crossing owner** receives such a notice, the **watercourse crossing owner** shall at its own expense remove the **watercourse crossing** and restore the **City land** affected by such removal within the time specified in the notice and to the satisfaction of the **City** and Fisheries and Oceans Canada (if applicable), and in accordance with **construction and maintenance requirements**, clean and restore any portion of **City land** affected by the construction of the **watercourse crossing** to the condition in which it existed prior to the construction of such **watercourse crossing**, as determined by the **City**.

PART NINE: LOCAL AREA SERVICES PROGRAM

9.0 Local Area Services Program

- 9.1 A **watercourse crossing** is not a permanent component of any **drainage system**. If a Local Area Services Program becomes effective in the area in which a **parcel** fronting the **watercourse crossing** is located, the **City** will remove the **watercourse crossing** as part of the Local Area Services Program and the **owner** will be required to pay the **owner's** portion of the Local Area Services Program fees.

PART TEN: VIOLATIONS AND PENALTIES

10.0 Offences and Penalties

- 10.1 (a) A violation of any of the provisions identified in this bylaw shall result in liability for penalties and late payment amounts established in Schedule A of the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*; and
- 10.1 (b) A violation of any of the provisions identified in this bylaw shall be subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122* in accordance with the *Local Government Bylaw Notice Enforcement Act, SBC 2003, c. 60*.
- 10.2 Every **person** who contravenes any provision of this bylaw is considered to have committed an offence against this bylaw and is liable on summary conviction, to the penalties provided for in the *Offence Act, RSBC 1996, c. 338*, and each day that such violation is caused, or allowed to continue, constitutes a separate offence.

PART ELEVEN: PREVIOUS BYLAW REPEAL

11.0 Previous Bylaw Repeal

- 11.1 *Ditch and Watercourse Protection and Regulation Bylaw No.7285* (adopted December 17, 2001) is repealed.

PART TWELVE: SEVERABILITY AND CITATION

12.0 Severability and Citation

- 12.1 If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 12.2 This bylaw is cited as “ **Watercourse Protection and Crossing Bylaw No. 8441**”.

FIRST READING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CITY CLERK

CITY OF RICHMOND
APPROVED
for content by originating dept.
APPROVED for legality by Solicitor