



CITY OF RICHMOND

***CONSTRUCTION ENCROACHMENT***  
***(Formerly Underpinning Works and Construction Fence***  
***Encroachment)***

**BYLAW NO. 9833**

EFFECTIVE DATE – JUNE 11, 2018

**CONSOLIDATED FOR CONVENIENCE ONLY**

This is a consolidation of the bylaws below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

AMENDMENT BYLAW

DATE OF ADOPTION

EFFECTIVE DATE  
(If different from Date of Adoption)

Bylaw No. 10599

October 7, 2024



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**CONSTRUCTION ENCROACHMENT BYLAW NO. 9833**

**WHEREAS** Part 2, Division 1, Section 8 of the *Community Charter* confers upon the City authority to, by bylaw, regulate, prohibit, and impose requirements in relation to public places and buildings and other structures;

**AND WHEREAS** Part 7, Division 2, Section 194 of the *Community Charter* confers upon the City authority to, by bylaw, impose a fee in respect of the exercise of authority to regulate, prohibit or impose requirements;

**AND WHEREAS** the Council deems it desirable to regulate Underpinning Works and Construction Fences during the development and construction of buildings and structures;

**NOW THEREFORE**, the Council enacts as follows:

**PART ONE: UNDERPINNING WORKS AND CONSTRUCTION FENCE AND CRANE SWINGS****1.1 Underpinning Works Permit**

1.1.1 No person shall excavate for, construct, use or maintain for Underpinning Works any encroachment upon, under or over City Property or a City Statutory Right of Way without first making application for and obtaining an Underpinning Works Permit and every such excavation, construction, use or maintenance shall be undertaken in all respects to the requirements and regulations of this Bylaw and the terms and conditions of the Underpinning Works Permit.

**1.2 Construction Fence Permit**

1.2.1 No person shall build, install or maintain a Construction Fence upon or over City Property or a City Statutory Right of Way without first making application for and obtaining a Construction Fence Permit and every such excavation, construction, use or maintenance shall be undertaken in all respects to the requirements and regulations of this Bylaw and the terms and conditions of the Construction Fence Permit.

### 1.3 Crane Swing Permit

- 1.3.1 No person shall erect, construct, install, maintain, use, or permit the use of, a Crane in any manner that results in, or would reasonably be expected to result in, a Crane Swing without first making application for and obtaining a Crane Swing Permit and every such construction, use or maintenance shall be undertaken in all respects to the requirements and regulations of this Bylaw and the terms and conditions of the Crane Swing Permit.
- 1.3.2 Notwithstanding any other provision of this bylaw, no person shall erect, construct, install, maintain, use, or permit the use of, a Crane in any manner that would result in the boom or other parts of the Crane swinging over air space of City Property that is not City Highway, without first entering into an agreement with the City.

## **PART TWO: UNDERPINNING WORKS, CONSTRUCTION FENCE AND CRANE SWING PERMIT APPLICATION PROCESS**

### 2.1 Application Requirements

- 2.1.1 Unless exempted by the General Manager, an application for a Permit must:
- (a) be made in the form provided from time to time by the City for the purpose of excavating for, constructing, using or maintaining Underpinning Works or building, installing or maintaining a Construction Fence, or using, allowing or maintaining a Crane Swing as applicable;
  - (b) be made by the Owner of the Subject Property to, or by an agent of the Owner, provided that such agent has been granted written authority to act on behalf of the Owner;
  - (c) be accompanied by sufficient information, as required or determined as necessary by the General Manager, to adequately review the proposed Underpinning Works, Construction Fence or Crane Swing;
  - (d) include the applicable application fee as specified in the *Consolidated Fees Bylaw No. 8636*;
  - (e) include written confirmation from the Owner that the Owner will waive, remise, release, indemnify and save harmless the City Personnel from and against all claims, demands, losses, costs (including legal costs), damages, actions, suits, or proceedings whatsoever brought by reason of, or arising from, the issuance of a Permit by the City or the proposed Underpinning Works, Construction Fence or Crane Swing by or on behalf of the Owner;

- (f) if applying for an Underpinning Works Permit, include a sealed report from a Professional Engineer containing some or all of the following, as required by the General Manager;
  - (i) depth, length, number and description of Underpinning Works;
  - (ii) area of excavation face abutting City property;
  - (iii) details of which Underpinning Works will be removed, de-tensioned or fully grouted and the time by which they will be removed, de-tensioned or fully grouted; and
  - (iv) such other details as the general manager may require;
- (g) if applying for an Construction Fence Permit, include a sealed report from a Professional Engineer containing some or all of the following, as required by the General Manager:
  - (i) depth, length and description of the Construction Fence;
  - (ii) area where the Construction Fence will be placed; and
  - (iii) such other details as the general manager may require.

2.1.2 An application will be deemed to have been abandoned if the Applicant fails to fully and completely respond to a request by the General Manager for documentation or information under this Bylaw within 6 months of the date the request is made. Once abandoned, all application fee(s) collected will be forfeited to the City. If the Applicant wishes to proceed with an Underpinning Works, a Construction Fence or a Crane Swing after any such abandonment, the Applicant must, unless exempted in writing by the General Manager, submit a new application for a Permit and must pay an additional non-refundable application fee as specified in the *Consolidated Fees Bylaw No. 8636*. If the Security Deposit has been forfeited, a Security Deposit in accordance with section 2.2 must also be provided to the City.

2.1.3 If it is determined by the General Manager that any Underpinning Works has been constructed, a Construction Fence has been installed, or a Crane Swing has occurred without a valid Permit, all work must cease and the appropriate Permit application must be immediately submitted with a non-refundable application fee of twice the amount as specified in the *Consolidated Fees Bylaw No. 8636*.

## **2.2 Security Deposit**

2.2.1 Prior to the issuance of a Permit, or the renewal of a Permit, every Applicant must provide a Security Deposit to the General Manager. The amount of the Security Deposit will be equal to the fee specified in the *Consolidated Fees Bylaw No. 8636*.

- 2.2.2 If applying for an Underpinning Works Permit:
- (a) in addition to such amounts as set out in section 2.2.1, the amount of the Security Deposit will be 105% of such amount equal to the Applicant's Professional Engineer's reasonable estimate of the amount required to:
    - (i) remove all Underpinning Works within two meters, or such other depth as determined by the General Manager, of the finished grade; and
    - (ii) de-tension or fully grout all Underpinning Works below two meters, or such other depth as determined by the General manager, of the finished grade; and
  - (b) the Security Deposit will be sealed by a Professional Engineer.
- 2.2.3 If the Security Deposit is not sufficient for the City to rectify any contravention or non-compliance with the Permit, this Bylaw, or any other City bylaw relevant to the matter that is subject to the applicable Permit, the Owner will pay any deficiency to the City within seven days of receiving a written demand for same from the City.
- 2.2.4 If a Security Deposit which takes the form of a letter of credit will expire prior to the Permittee complying with the provisions of this Bylaw, or prior to the performance of all of the terms and conditions expressed in the applicable Permit, the Permittee will deliver to the City, at least 30 days prior to its expiry, a replacement letter of credit on the same terms as the original letter of credit provided to the City, unless otherwise approved by the General Manager. If the Permittee fails to do so, the City may realize the letter of credit and hold the Security Deposit in lieu thereof.
- 2.2.5 Where the Security Deposit is drawn upon for any reason, the Permittee will, within 15 days of receipt of written notice from the City, replenish the Security Deposit to the amount required by section 2.2.1 and section 2.2.2, unless exempted in writing by the General Manager.
- 2.2.6 Subject to section 2.2.7, if the Permittee complies with the provisions of the Bylaw and performs all of the terms and conditions expressed in the applicable Permit, the City will then have up to six months, after the earlier of the expiration of the Permit and the completion and decommissioning of the Underpinning Works or removal of the Construction Fence, as applicable, to return the Security Deposit with no interest to the Permittee, or if the Permittee is no longer authorized by the Owner of the Subject Property, to the Owner of the Subject Property, upon written request by the Owner or the Owner's agent. If, after making reasonable efforts to locate the Permittee, or the Owner if the Permittee is no longer authorized by the Owner of the Subject Property, a non-refundable administrative fee of \$500 will be charged by the City and paid from the Security Deposit for each year that the City retains the Security Deposit commencing six months after the earlier of the

expiration of the Permit completion and decommissioning of the Underpinning Works or removal of the Construction Fence, as applicable.

- 2.2.7 Upon expiry of a Permit (including any renewal thereof), or completion and decommissioning of the Underpinning Works or removal of the Construction Fence, as applicable, whichever occurs earlier, the Permittee, or if no longer authorized by the Owner, the Owner, will undertake any activity required by the General Manager to ensure that the provisions of this Bylaw, and the terms and conditions of the Permit, have been complied with.
- 2.2.8 The City will not be required to release any Security Deposit, or issue a new permit, or renew an existing Permit, until all requirements imposed by the General Manager pursuant to section 2.2.7 have been complied with to the satisfaction of the General Manager.

### **2.3 Permit Issuance**

- 2.3.1 Subject to section 2.3.2, the General Manager may issue an Underpinning Works Permit or a Construction Fence Permit upon being satisfied that:
- (a) the proposed Underpinning Works or Construction Fence, as applicable, complies with this Bylaw and all Applicable Laws;
  - (b) the Underpinning Works or Construction Fence operation, as applicable, can be carried out safely, without undue nuisance or interference to adjacent Properties or the public, or damage or injury to persons or Property;
  - (c) the Applicant has complied with the applicable requirements of section 2.1 [*Permit Application Requirements*] and section 2.2 [*Security Deposit*];
  - (d) the Applicant has paid to the City all applicable encroachment fee and inspection fee required under the *Consolidated Fees Bylaw No. 8636*; and
  - (e) the Applicant has provided proof of general liability insurance coverage in an amount and on terms satisfactory to the General Manager or the City's Risk Manager or their delegates.
- 2.3.2 The General Manager may refuse to issue an Underpinning Works Permit or a Construction Fence Permit if the requirements of section 2.3.1 have not been met or the General Manager is of the opinion that the proposed Underpinning Works or Construction Fence will or is reasonably likely to:
- (a) endanger, damage, or otherwise adversely affect any adjacent Property, structure, Highway, easement, utility works and services or right-of-way, whether privately or publicly owned;

- (b) foul, obstruct, destroy, impede, divert, or otherwise adversely affect any waterway, watercourse, waterworks, ditch, drain, sewer or other established drainage facility, whether privately or publicly owned;
- (c) contravene any Applicable Laws;
- (d) threaten the health, safety, or welfare of the public or be otherwise contrary to the public interest;
- (e) result in the use of the Subject Property in a manner inconsistent with the current zoning for the Subject Property; or
- (f) cause a Governmental Authority to incur excessive costs to provide public utilities, works, or services to the Subject Property, or an adjoining or reasonably adjacent Property.

2.3.3 Subject to section 2.3.4, the General Manager may issue a Crane Swing Permit upon being satisfied that:

- (a) the proposed Crane Swing complies with this Bylaw and all Applicable Laws;
- (b) the Crane Swing operation, as applicable, can be carried out safely, without undue nuisance or interference to the public, or damage or injury to persons or Property;
- (c) the Applicant has complied with the applicable requirements of section 2.1 [*Permit Application Requirements*]; and
- (d) the Applicant has provided proof of general liability insurance coverage in an amount and on terms satisfactory to the General Manager or the City's Risk Manager or their delegates.

2.3.4 The General Manager may refuse to issue Crane Swing Permit if the requirements of section 2.3.3 have not been met or the General Manager is of the opinion that the proposed Crane Swing will or is reasonably likely to:

- (a) endanger, damage, or otherwise adversely affect any structure, Highway, easement, utility works and services or right-of-way, whether privately or publicly owned;
- (b) contravene any Applicable Laws;
- (c) threaten the health, safety, or welfare of the public or be otherwise contrary to the public interest; or
- (d) result in the use of the Subject Property in a manner inconsistent with the current zoning for the Subject Property.

## **PART THREE – REGULATIONS**

### **3.1 General Regulations**

- 3.1.1 In addition to any terms and conditions contained in a Permit, no person shall perform any Underpinning Works, install a Construction Fence, or allow a Crane Swing except in accordance with the following requirements, unless exempted in writing by the General Manager:
- (a) when acting pursuant to the terms and conditions of a Permit, the Permittee shall at all times act reasonably and with due consideration for the interests of the City and the users of City Property and shall cause as little disturbance to the City and the users of City Property as is reasonably possible;
  - (b) that neither the Owner nor any of its partners, directors, officers, employees, agents or contractors shall deviate in a material way from the materials submitted to the City as part of the application package, or the construction and construction monitoring methods and procedures set out by a Professional Engineer and accepted by the City unless any plans and specifications or other information with respect to any deviation are first approved by the City;
  - (c) the design, construction and installation of the Underpinning Works or the Construction Fence, or the use of the Crane Swing, as applicable, occurs at all times in accordance with sound engineering and construction practices and is carried out in accordance with the terms of this Bylaw, the applicable Permit and all Applicable Laws;
  - (d) the installation of the Underpinning Works or the Construction Fence, as applicable, will not interfere with or cause damage to any existing underground utilities or services, whether such utilities or services are owned by the City, by the Greater Vancouver Regional District or by any private or public utility. The use of the Crane Swing will not interfere with or cause damage to any existing utilities or services, whether such utilities or services are owned by the City, by the Greater Vancouver Regional District or by any private or public utility. The Owner shall be solely responsible for all costs of determining the location of any and all such relevant utilities and services;
  - (e) the construction of Underpinning Works and the installation of Construction Fence will be designed and supervised by a Professional Engineer who shall be insured against professional liability arising from errors and omissions occurring in the performance of professional services rendered in relation to the construction of the Underpinning Works or installation of a Construction Fence, as applicable, including such policy limits as are reasonably required by a prudent engineer in such circumstances;



- (f) the Underpinning Works and installation of a Construction Fence will be carried out expeditiously with reasonable diligence and in a good workmanlike manner by competent tradesmen, skilled in this particular work and at all times having consideration for the interests of the City, and will at times ensure the City has free and unobstructed use and access to all City Property;
- (g) the Owner shall obtain any and all approvals and authorizations required by any applicable governmental authority, public utility or other governmental agency in connection with the construction, installation and commissioning of the Underpinning Works, or the installation of a Construction Fence, or the installation, use, maintenance and operation of a Crane that is the subject of the Crane Swing;
- (h) the Owner will take all proper precautions to secure and protect the City streets and City infrastructure and buildings from structural or superficial damage and injury arising out of or in any way connected with the Underpinning Works, the Construction Fence or the Crane Swing;
- (i) the Owner will be solely responsible throughout the construction of the Underpinning Works, the installation of the Construction Fence or the use of the Crane Swing to protect persons and property in the vicinity of the Underpinning Works, Construction Fence or Crane Swing from injury, loss or damage;
- (j) the Owner will be responsible for the prompt payment of all fees, permits and construction expenses of the Underpinning Works, Construction Fence or Crane Swing of any kind whatsoever including, without limitation, reasonable legal fees and disbursements incurred by the City in connection with or arising out of the preparation and interpretation of this Bylaw or a Permit and any dispute or enforcement in connection therewith;
- (k) the Owner will call for such inspections by the City as are required pursuant to the terms of the Permit, and will pay the additional inspection fee as set out in the *Consolidated Fees Bylaw No. 8636* if an additional inspection is required as a result of there being deficiencies identified during a required inspection.

## **3.2 Underpinning Works Regulations**

**3.2.1** In addition to any terms and conditions contained in a Permit or listed in section 3.1, no person shall perform any Underpinning Works except in accordance with the following requirements, unless exempted in writing by the General Manager:

- (a) the Owner will ensure that upon completion and decommissioning of the Underpinning Works:

- (i) all anchor rods comprising components of the Underpinning Works:
    - (I) within two metres, or such other depth as determined by the General Manager, of finished ground surface will be removed; and
    - (II) below two metres, or such other depth as determined by the General Manager, of finished ground surface will be de-tensioned or fully grouted for their entire length after the lock-off load has been applied, which removal, de-tensioning and grouting will be completed concurrently with any backfill placement undertaken by the Owner;
  - (ii) no part of the Underpinning Works will be located within 1.5 metres horizontally of the any existing or currently proposed service or utility;
  - (iii) all of the Underpinning Works will be least one metre below any existing or currently-proposed services or utilities; and
  - (iv) all components of the Deep Soil Mix Wall are removed to a depth of at least two metres, or such other depth as determined by the General Manager, below the projected finished street grade specified by the City;
- (b) prior to the commencement of construction of the Underpinning Works, and at regular intervals during the course of excavation and construction of the foundation walls in connection with the development of the Subject Property, and upon completion and decommissioning of such work, the Owner shall carry out such inspections and surveys of the Subject Property and any adjacent Properties as are reasonably required at reasonable times to monitor and evidence the effect of the Underpinning Works;
- (c) within 30 days after the completion and decommissioning of the excavation phase of construction of the Underpinning Works, the Owner shall deliver to the General Manager a certificate prepared by a Professional Engineer evidencing that the Underpinning Works have been completed and identifying any movement, damage or adverse effects on any improvements caused by the Underpinning Works. The Owner shall promptly repair any such movement, damage or adverse effects after notifying the General Manager in writing of the Owner's proposed corrective action and obtaining the General Manager's acceptance of such action;

- (d) after the partial reduction, de-tensioning and/or grouting of the Underpinning Works as contemplated in section 3.2.1(a), the Owner shall provide to the City the As-Built Drawings and the Completion Certificate;
- (e) title to the Underpinning Works shall remain in the Owner until completion and decommissioning of the Underpinning Works whereupon the title to that part of the Underpinning Works located on or under City Property shall pass to and vest in the City automatically; and
- (f) the City makes no representations or warranties as to:
  - (i) the subsurface soil conditions within any Property adjacent to the Subject Property, including as to whether the soil or ground water within the License Area contains any contamination, special waste or prescribed substance in a quantity or concentration which exceeds the standards permitted under the relevant provisions of the *Environmental Management Act* and Regulations thereto; and
  - (ii) the accuracy of any plans or documentation provided by the City.

### **3.3 Expiry**

3.3.1 Every Permit issued under this Bylaw shall expire and cease to authorize any Underpinning Works, Construction Fence or Crane Swing 12 months following the date of issue or upon such earlier date as may be specified in the Permit unless an expiry date for a different term is specified in the Permit or a renewal for the Permit has been issued in accordance with section 3.4.

### **3.4 Renewal, Extension, or Modification**

3.4.1 If the Underpinning Works operations are not completed before the Underpinning Works Permit expires, or if a Construction Fence is still required at the time the Construction Fence Permit expires, or if a Crane Swing is still required at the time the Crane Swing Permit expires, then the General Manager may renew, extend, or modify the Permit upon written request of the Permittee, subject to the following:

- (a) there is no obligation on the City to renew any Permit;
- (b) the Permittee shall pay the appropriate non-refundable Permit renewal fee as specified in the *Consolidated Fees Bylaw No. 8636*;
- (c) if the renewal is for an Underpinning Works Permit or a Construction Fence Permit, and the encroachment fee specified in the *Consolidated Fees Bylaw No. 8636* has increased since such Permit was issued, the Permittee shall pay an amount equal to the difference between the current encroachment fee and the encroachment fee paid for the original Permit;

- (d) the application for a renewal, extension, or modification is received no later than 30 days before the expiry date of the existing Permit;
- (e) the General Manager may require that the Permittee provide additional information authorized by this Bylaw as a pre-condition to considering an application for a Permit renewal, extension or modification.

## **PART FOUR: ENFORCEMENT**

**4.1 Suspension of a Permit** The General Manager may suspend any Permit where, in the opinion of the General Manager there is a contravention of or non-compliance with the terms and conditions of the Permit, this Bylaw, or any other City bylaw relevant to Underpinning Works, Construction Fence or Crane Swing that is the subject of the Permit. The Permit shall remain suspended and will cease to authorize the Underpinning Works, Construction Fence or Crane Swing that is the subject of the Permit until, in the opinion of the General Manager, compliance is obtained. During a Permit suspension, the General Manager may require an Owner to remove the Construction Fence which the Owner will do within five days of notice.

4.1.2 Where a Permit is suspended, the General Manager will cause written notice of suspension to be delivered to the Owner of the Subject Property by registered mail and to be posted on the Subject Property where possible.

4.1.3 Sections 4.1.1 and 4.1.2 are without prejudice to any other remedies available to the City under this Bylaw, any other law, or in equity.

## **4.2 Enforcement**

4.2.1 If a Permittee or the Owner of the Subject Property contravenes a provision of this Bylaw or a term of a Permit, or if the Underpinning Works, Construction Fence or Crane Swing contravenes any provision of this Bylaw, the General Manager may notify the Permittee or the Owner in writing of such contravention and may instruct the Permittee or the Owner to correct the contravention by a date specified in the notice. If the correction of the contravention will not be completed by the date specified in the notice, the Permittee or the Owner as instructed by the General Manager must:

- (a) immediately take all reasonable steps to begin to correct the contravention;
- (b) provide the General Manager with a schedule acceptable to the General Manager for such correction; and
- (c) complete the correction in accordance with such schedule.

4.2.2 If a Permittee or the Owner of the Subject Property fails to correct a contravention referenced in section 4.2.1 by the date specified in the notice, or otherwise instructed by the General Manager:

- (a) the City may carry out such works and undertake such actions as the City deems necessary to correct the contravention;
  - (b) the General Manager may revoke or suspend the relevant Permit; and
  - (c) in the event that any person having received notice fails to correct a contravention within the time specified in the notice, the City or its appointed agents may enter upon the Property or any part thereof and carry out the works required to remedy the contravention, and the expense of doing so, plus a reasonable sum as determined by the General Manager as a charge for the City's overhead, shall be paid by the Owner. If not paid within 90 days, the expense, with interest at the prescribed rate and costs, shall be recovered in the same manner and with the same remedies as municipal taxes.
- 4.2.3 Other than in case of emergency (in the opinion of the General Manager), in which case no notice is required, the City will give ten days' written notice to the Permittee of the City's intention to carry out works pursuant to section 4.2.2.
- 4.2.4 If the City carries out works pursuant to section 4.2.2, the Permittee or the Owner of the Subject Property will reimburse the City for the City's cost of carrying out such works, within ten days of receiving a written request by the City for such reimbursement.
- 4.2.5 The City may cash and use the Security Deposit for one or more of the following purposes:
- (a) to remedy a contravention of this Bylaw, a Permit or any other City bylaws relevant to the Underpinning Works, Construction Fence or Crane Swing that is the subject of the Permit;
  - (b) to remedy any emergency condition which, in the opinion of the General Manager, is associated with, arises from, or is the result of a contravention of this Bylaw, a Permit, or any other City bylaw relevant to the Underpinning Works, Construction Fence or Crane Swing that is the subject of the Permit, and requires immediate action; and
  - (c) to satisfy any outstanding fee payable under this Bylaw.
- 4.2.6 The City will not be liable for any damage, loss or expense of any nature or kind whatsoever, arising out of or in connection with the issuance of a Permit, or the Underpinning Works, Construction Fence or Crane Swing, or any other action by the City under this Bylaw or a Permit.
- 4.2.7 In the event of damage to City or privately-owned drainage facilities, watercourses, Highways, lands, or other City Property or privately-owned Property or facilities, resulting from Underpinning Works, Construction Fence or Crane Swing operation, the Permittee, or an agent of the Permittee, will promptly and properly repair the damage to the satisfaction of the General Manager.

## **PART FIVE – OFFENCES AND PENALTIES**

### **5.1. Offences and Penalties**

- 5.1.1 Any person who contravenes or violates any provision of this Bylaw, or who suffers or allows any act or thing to be done in contravention or violation of this Bylaw, or who fails or neglects to do anything required to be done under this Bylaw, commits an offence and upon conviction shall be liable to a fine of not more than \$50,000.00, in addition to the costs of the prosecution, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.
- 5.1.2 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*, as amended or replaced from time to time.
- 5.1.3 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*, as they may be amended or replaced from time to time.
- 5.1.4 Any person who gives false information required under this Bylaw is deemed to have committed an infraction of, or an offence against, this Bylaw, and is liable on summary conviction to a penalty of not more than \$2,000 in addition to the costs of the prosecution, and each day that such violation is caused or allowed to continue constitutes a separate offence.

## **PART SIX: INTERPRETATION**

- 6.1** In this bylaw, unless the context requires otherwise:

**APPLICABLE LAWS**

means all enactments, regulations, bylaws, standards, ordinances, codes, rules, orders, judgments, directions, directives, guidelines, and policies enacted, adopted, issued or published by a Governmental Authority which are applicable in the City, other than this Bylaw.

**APPLICANT**

means the person who has applied for a Underpinning Works Permit or a Construction Fence Permit.

**AS-BUILT DRAWINGS**

means a set of engineered drawings, prepared by a Professional Engineer which will identify, in cross sections and plan

	views, the completed locations of all of the Underpinning Works.
<b>CITY</b>	means the City of Richmond.
<b>CITY PERSONNEL</b>	means the City, its elected officials, agents, employees, officers and servants.
<b>CITY PROPERTY</b>	means all Property owned by the City including, without limitation, City owned streets, roads, grassed areas, access sidewalks, steps, fences, rockeries, hedges or garden areas, water mains, sewer conveyance systems, pipes and street lighting.
<b>CITY STATUTORY RIGHT OF WAY</b>	means any statutory right of way, as defined in the <i>Land Title Act</i> , [RSBC 1996] Ch. 250, granted in favour of the City.
<b>COMMUNITY CHARTER</b>	means <i>Community Charter</i> , SBC 2003, c. 26, as amended or replaced from time to time.
<b>COMPLETION CERTIFICATE</b>	means a letter, prepared by a Professional Engineer and bearing the Professional Engineer's professional seal, certifying that the Underpinning Works have been installed in accordance with the As-Built Drawings and that all anchor rods comprising a portion of the Underpinning Works have been de-tensioned and grouted or removed as required by this Bylaw.
<b>CONSTRUCTION FENCE</b>	means a fence built, installed or enacted for the purpose or effect of enclosing an area under construction or development.
<b>CONSTRUCTION FENCE PERMIT</b>	means an authorization by the City to install a Construction Fence issued under this bylaw.
<b>COUNCIL</b>	means the Council of the City.
<b>CRANE</b>	means a fixed construction crane, including tower cranes, used to move materials vertically and/or horizontally, but does not include a wheel-mounted crane or crawler crane.

<b>CRANE SWING</b>	means the swing of the boom or other parts of a Crane over air space of City Highway.
<b>CRANE SWING PERMIT</b>	means an authorization by the City to allow a Crane Swing issued under this bylaw.
<b>DEEP SOIL MIX WALL</b>	means the below grade retaining wall that is to be constructed by a property owner by mixing grout and/or cement into the soil that is located on the lands with an auger or cutting head in such a manner that so as to create a continuous wall of columns that are comprised of the soil grout/cement mixture and other structural supports all as approved by the City.
<b>GENERAL MANAGER</b>	means the General Manager, Engineering and Public Works, his or her designates and authorized agents.
<b>GOVERNMENTAL AUTHORITY</b>	means any government, parliament, legislature, administrative or regulatory agency, board, tribunal or commission; any other authority charged with the administration or enforcement of legal requirements or any person under the authority of any of the foregoing, other than the City.
<b>HIGHWAY</b>	includes a street, road, lane, bridge, viaduct and any other way open to public use, other than a private right of way on private Property.
<b>OWNER</b>	means a person registered in the records of the Land Title Office as the fee simple owner of the Property to which the Underpinning Works, Construction Fence or Crane Swing, as applicable, relate.
<b>PERMIT</b>	means, as applicable, any or all of an Underpinning Works Permit, a Construction Fence Permit or a Crane Swing Permit issued under this Bylaw.
<b>PERMITEE</b>	means the holder of a Permit.



**PROFESSIONAL ENGINEER**

means a professional engineer registered and in good standing with the Association of Professional Engineers and Geoscientists of British Columbia and maintaining professional liability and errors and omissions insurance in the amount of not less than \$2,000,000 per occurrence during the term of his or her engagement.

**PROPERTY**

means any lot, block or other area in which land is held or into which it is subdivided, including unopened road allowances but excluding a Highway.

**SECURITY DEPOSIT**

means a security deposit in the form of cash or an unconditional, irrevocable letter of credit drawn on a Canadian financial institution, in a form acceptable to the General Manager.

**SUBJECT PROPERTY**

means “Property” to which an Underpinning Works Permit, a Construction Fence Permit or a Crane Swing Permit relates.

**UNDERPINNING WORKS**

means any tie-back rods, steel sheet piles, anchor rods, soldier piles and any related anchors, plates and underpinnings, concrete facing and other necessary structural supports and the Deep Soil Mix Wall required in connection with the development and construction of lands, buildings and structures.

**UNDERPINNING WORKS PERMIT**

means an authorization by the City to perform Underpinning Works issued under this bylaw.

- 6.2** References in this Bylaw to enactments, bylaws of the City, include those enactments, bylaws, and plans as they may be amended or replaced from time to time.

**PART SEVEN: SEVERABILITY AND CITATION**

7.1 If any section, section, paragraph, clause or phrase 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.

7.2 This Bylaw is cited as “**Construction Encroachment Bylaw No. 9833**”.

**PART EIGHT: FEES BYLAW**

8.1 The *Consolidated Fees Bylaw* No. 8636, as may be amended from time to time, applies to this bylaw.

FIRST READING

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SECOND READING

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THIRD READING

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ADOPTED

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER