



# ***WATERCOURSE PROTECTION AND CROSSING BYLAW***

## **BYLAW NO. 8441**

EFFECTIVE DATE – May 9, 2011

### **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

Bylaw No. 9882

DATE OF ADOPTION

September 4, 2018

EFFECTIVE DATE

(If different from Date of Adoption)

November 5, 2018

**WATERCOURSE PROTECTION AND  
CROSSING BYLAW**

**BYLAW NO. 8441**

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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:

<b>AGREEMENT</b>	means an agreement in the City's prescribed form.
<b>APPLICANT</b>	means an <b>owner</b> or a <b>utility company</b> , as the case may be, that makes an <b>application</b> .
<b>APPLICATION</b>	means the request to the <b>City</b> for a <b>permit</b> in the prescribed form.
<b>APPLICATION FEE</b>	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when submitting an <b>application</b> .
<b>CITY</b>	means the City of Richmond as a corporate entity.
<b>CITY DESIGN DRAWINGS</b>	means design drawings prepared by the <b>City</b> .
<b>CITY DESIGN OPTION FEE</b>	means the fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 required when the <b>City design drawings</b> are requested.
<b>CITY LAND</b>	means land owned or in the control of the <b>City</b> .
<b>CITY REPRESENTATIVE</b>	means any one of the following: the <b>City's</b> General Manager of Engineering and Public Works, the <b>City's</b> Director, Engineering or the <b>City's</b> Director, Public Works.
<b>CONSTRUCTION AND MAINTENANCE REQUIREMENTS</b>	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 <b>City's</b> 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.

<b>DEVELOPMENT</b>	means “development” as defined in section 4.20 of the Zoning Bylaw.
<b>DRAINAGE SYSTEM</b>	means all storm sewer works and appurtenances owned, controlled, maintained and operated by the <b>City</b> , including, without limitation, storm sewers, <b>watercourses</b> , storm service connections, detention facilities, pumping stations and outfalls located on or in <b>City land</b> .
<b>ENHANCEMENT</b>	means “enhancement” as defined in the Zoning Bylaw.
<b>ENVIRONMENT</b>	means air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
<b>INSPECTION FEE</b>	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 <b>permit</b> .
<b>OWNER</b>	means a <b>person</b> who is the registered owner of a <b>parcel</b> .
<b>PARCEL</b>	means a lot, block, or other area in which land is held, or into which land is legally subdivided.
<b>PERMIT</b>	means permission or authorization in writing from the <b>City representative</b> under this bylaw to construct and use a <b>watercourse crossing</b> regulated by this bylaw.
<b>PERSON</b>	means the <b>City</b> , a government body, a <b>utility company</b> , an individual, corporation, partnership or other legal entity.
<b>POLLUTION</b>	means any substance, whether liquid or solid, that damages or is capable of damaging the <b>environment</b> 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.
<b>PROFESSIONAL ENGINEER</b>	means a <b>person</b> 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.

<b>QUALIFIED ENVIRONMENTAL PROFESSIONAL</b>	means a registered professional biologist, geoscientist, engineer, forester and/or agrologist registered in British Columbia, with demonstrated education, expertise, accreditation, and knowledge relevant to sensitive environments, ecosystems and/or riparian management.
<b>RIPARIAN AREA REGULATION</b>	means <i>Riparian Area Regulation</i> , B.C. Reg. 376/2004, as may be amended or replaced.
<b>RIPARIAN MANAGEMENT AREA</b>	means “riparian management area” as defined in the Zoning Bylaw.
<b>RIPARIAN VEGETATION GUIDELINES</b>	means the <b>Riparian Area Regulation</b> re-vegetation guidelines, as amended and replaced from time to time.
<b>SECURITY DEPOSIT</b>	means the sum of \$5000.00.
<b>UTILITY COMPANY</b>	means a public or private utility company which makes an <b>application</b> .
<b>WATERCOURSE</b>	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 <b>City land</b> .
<b>WATERCOURSE CROSSING</b>	means any bridge, culvert including all appurtenances or any other construction spanning a <b>watercourse</b> located on <b>City land</b> .
<b>WATERCOURSE CROSSING OWNER</b>	means a <b>person</b> who owns a <b>watercourse crossing</b> .
<b>ZONING BYLAW</b>	means <i>Richmond Zoning Bylaw 8900</i> , as may be amended or replaced.”

## 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 all other regulatory permits and approvals required to undertake the work, including wildlife salvage for aquatic species performed by a **Qualified Environmental Professional**.

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 31<sup>st</sup> 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: PROTECTION OF RIPARIAN MANAGEMENT AREAS**

### **8.0 Riparian Management Areas**

- 8.1 No person shall commence or conduct, or cause to be commenced or conducted, any **development** on land situated in a **riparian management area**, unless:
- (a) it is for the purposes of **enhancement**, satisfactory to the **City representative**; or

- (b) is authorized by a **City** permit and is in accordance with the **Riparian Area Regulation**, and any other applicable Federal or Provincial legislation and **City** bylaw.

8.2 A person who applies, under the **City's Building Regulation Bylaw No. 7230**, for a permit to authorize the construction of, demolition of, or addition to a single or two family dwelling, accessory building and/or structure, and/or any ancillary **development** (such as services permitted by the City) on property that contains all or a portion of a **riparian management area**, must include in, or submit with, the application:

- (a) a survey of the property and delineation of the **riparian management area** on all site plans and site surveys;
- (b) a description of how fill will be contained outside of the **riparian management area**, including but not limited to, showing the location of a retaining wall on the building site plan, and/or providing a site level grading plan showing proposed and existing elevations;
- (c) inclusion of the following **riparian management area** site note on all site plans and site surveys:

*“City of Richmond Riparian Management Area (RMA)*

- *The RMA must not be altered except in accordance with a City approved permit, or authorized enhancement. No tree, shrub or ground cover removal; no storage of materials; no building, structure or surface construction including retaining walls can occur in an RMA.*
- *A brightly coloured, temporary fence of a minimum height of 1.2 m must be erected at least 2 m outside of the RMA. An erosion and sediment control fence must be installed on the property side of the brightly coloured fence. All additional RMA protection measures, as defined by the City must also be installed/completed.*
- *All protective fencing and erosion and sediment control measures must be in place before development begins, and remain in place until development is complete and final approval received.*
- *The landowner is responsible to restore to the satisfaction of the City any unauthorized development within the RMA.”;*

- (d) a **riparian management area** building permit application review fee above in the amount set out from time to time in the *Consolidated Fees Bylaw No. 8636*.

8.3 The **City representative** is authorized to enter on property at any time to:

- (a) determine whether or requirements of this or any applicable **City** bylaw, or Federal and Provincial statutes or regulations, are being met and
- (b) undertake an inspection to determine the work and measures required to restore the **riparian management area** affected by such contravention, in accordance with **riparian vegetation guidelines** and all applicable best management practices;

- 8.4 If **development** occurs in a **riparian management area** in contravention of Section 8.1 above, the **City representative**:
- (a) may order in writing the owner and/or occupant of the property to, at their sole expense, restore any portion of **riparian management area** on or adjacent to the property affected by such contravention, and may require such restoration work and measures to be overseen by a **Qualified Environmental Professional**, and may require such restoration work and measures to be completed within a specified period of time. Upon receipt, the owner and/or occupant shall take whatever action is specified in the order within the time period specified therein; and
  - (b) may require additional inspections to confirm the undertaking and completion of restoration work and measures ordered pursuant to subsection (a) above, and compliance with **City** bylaws, and Federal and Provincial statutes and regulations.
- 8.5 The owner of the property must pay the non-refundable **riparian management area** inspection fees for the inspections referred to in sections 8.3 and 8.4 above in the amount set out from time to time in the *Consolidated Fees Bylaw No. 8636*.

## PART NINE: TERMINATION

### 9.0 Termination

- 9.1 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 TEN: LOCAL AREA SERVICES PROGRAM

### 10.0 Local Area Services Program

- 10.1 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 ELEVEN: VIOLATIONS AND PENALTIES

### 11.0 Offences and Penalties

- 11.1 (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

- (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.

- 11.2 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 TWELVE: PREVIOUS BYLAW REPEAL**

### **12.0 Previous Bylaw Repeal**

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

## **PART THIRTEEN: SEVERABILITY AND CITATION**

### **13.0 Severability and Citation**

- 13.1 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.
- 13.2 This bylaw is cited as “**Watercourse Protection and Crossing Bylaw No. 8441.**”