



CITY OF RICHMOND

POLLUTION PREVENTION AND CLEAN-UP BYLAW NO. 8475

EFFECTIVE DATE – _____, 2009

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POLLUTION PREVENTION AND CLEAN-UP BYLAW NO. 8475

WHEREAS the City of Richmond has committed to environmental stewardship and the protection of its **watercourses** and **drainage systems**;

AND WHEREAS pursuant to subsection 8(3)(j) of the *Community Charter* SBC 2003 Chapter 26, a municipality may by bylaw regulate, prohibit and impose requirements in relation to the protection of the natural environment;

AND WHEREAS pursuant to subsections 9(1)(b) and 9(3) of the *Community Charter* SBC 2003 Chapter 26, the Province of British Columbia has concurrent authority with municipalities in connection with protection of the natural environment, a Council may not adopt a bylaw relating to the protection of the natural environment unless one of the conditions of subsection 9(3) has been met (one of which is that the bylaw is in accordance with a regulation enacted pursuant to subsection 9(4)); and

AND WHEREAS the Province of British Columbia has enacted B.C. Reg 144/2004 entitled "Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation" which provides in section 2(1)(a) that for the purposes of section 9(4)(a)(i) of the *Community Charter*, a municipality may, under section 8(3)(j) of the *Community Charter*, regulate, prohibit and impose requirements in relation to polluting or obstructing, or impeding the flow of, a stream, creek, waterway, watercourse, waterworks, ditch, drain or sewer, whether or not it is located on private property.

Accordingly, the Council of the City of Richmond enacts as follows:

PART ONE: INTERPRETATION

1.1 Definitions

1.1.1 In this bylaw, unless the context otherwise requires:

AGREEMENT	means the agreement referred to in section 6.1.1.(b) of this bylaw.
APPLICATION	means the application to the City for an agreement .
CITY	means the City of Richmond as a corporate entity.

CITY OF RICHMOND

means the City of Richmond as a geographic area.

CITY CLERK

means the Municipal Officer appointed by **Council** and assigned responsibility for corporate administration for the **City** under section 148 of the *Community Charter*.

COUNCIL

means the Council of the **City**.

DANGEROUS GOODS

means dangerous goods as defined in the *Transportation of Dangerous Goods Act* 1992, S.C. 1992, c. 34.

DEWATERING

means the extraction of groundwater from temporary excavations and/or during construction activities.

DISCHARGE

means either, according to the context in which such word is used in this bylaw:

- (a) as a verb, the **release** of a substance into any **drainage system** and/or **watercourse** or onto or into any soil; or,
- (b) as a noun, a substance which is **released**.

DRAINAGE SYSTEM

means all storm sewer works and appurtenances owned, controlled, maintained and operated by the **City**, including storm sewers, **watercourses**, storm service connections, ditches, channels, sloughs, detention facilities, pumping stations and outfalls laid within any highway, **City** right-of-way or easement or **City**-owned property.

ENVIRONMENT

means air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.

ENVIRONMENTAL LAWS

means all applicable federal, provincial, and **City** laws, statutes, ordinances, by-laws, codes, regulations, and all policies, guidelines, standards, protocols, orders, directives and decisions rendered or promulgated by any ministry, department or judicial, administrative or regulatory agency or body whatsoever relating to fisheries, public health and safety, occupational health and safety, the protection or preservation of the **environment** or the manufacture, operation, processing, distribution, use, treatment, storage, disposal, **release**, transport, handling or remediation of contaminants, including without limiting the generality of the foregoing, the

Environmental Management Act, S.B.C. 2003, c. 53, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33 and the *Fisheries Act*, R.S.C. 1985, c. F-14, and the principles of common law and equity and whether any of the foregoing comes into force before or after the date of this bylaw.

GENERAL MANAGER

means the person appointed by **Council** to the position of General Manager, Engineering & Public Works or the person appointed by **Council** to the position of General Manager, Law & Community Safety.

INDUSTRIAL PROCESS WATER

means water from any source that is used in, or produced as a waste product of, industrial processes or other industrial activities.

MONITOR/MONITORING

means to observe, record, or detect.

NON-STORMWATER DISCHARGE

means any substance that is **discharged** to the City's **drainage system** and/or any **watercourse** that has not originated from naturally occurring precipitation flowing over the land surface and includes any **discharge** from **dewatering** activities and **industrial process water**.

ORDER TO COMPLY

means an order referred to in Part 7 of this bylaw.

OWNER

means a **person** who is the registered owner of an estate in fee simple.

PARCEL

means a lot, block, or other area in which land is held, or into which land is legally subdivided.

PERSON

includes the **City**, a government body, an individual, corporation, partnership or other party, and the personal or other legal representatives of a person to whom the context can apply according to law.

POLLUTING SUBSTANCE

means any substance, whether liquid or solid, that damages or is capable of damaging the **environment** and includes **dangerous goods** and includes any substance 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 - Canadian 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 *Engineers and Geoscientists Act*, R.S.B.C. 1996, c. 116.

PROPERLY STORE/STORED

means stored and identified so as to prevent the overflow, **release**, or leakage of a **polluting substance** into a **drainage system**, a **watercourse** and/or the **environment**.

QUALIFIED ENVIRONMENTAL PROFESSIONAL

means an applied scientist or technologist registered and in good standing in British Columbia with an appropriate professional organization acting under that association's code of ethics and subject to disciplinary action by that association.

RELEASE

means **spill**, **discharge**, leak, pump, pour, emit, empty, inject, migrate, escape, leach, dispose, dump, deposit, spray, bury, abandon, incinerate, seep, place, or any other similar action.

REPOSIBLE PERSON

means the **person** who had possession, charge or control of a **polluting substance** at the time a **spill** occurs.

SPILL

means the introduction of a **polluting substance** into the **environment**, either intentionally or unintentionally, other than as authorized under the *Environmental Management Act*.

WATERCOURSE

means a channel through which water flows at any time of the year and includes a brook, river, stream, creek, lake, pond and any other body of water running through or situated partially or fully within the **City of Richmond**.

WATER QUALITY MONITORING AND RESPONSE PLAN

means a written plan prepared by a **Qualified Environmental Professional** that includes:

- (a) an outline of the steps to be taken to ensure that the proposed **discharge** complies at all times with this bylaw, other **City**

requirements and all **environmental laws**;
and

- (b) details the mitigation, remediation, and communication responses to be undertaken by the **owner** if there is noncompliance with this bylaw.

PART TWO: BYLAW EFFECT

2.1 Bylaw Effect

2.1.1 This bylaw applies to any **polluting substance**:

- (a) being handled or stored within the **City of Richmond**; or
- (b) **released** onto soil or into any **drainage system** and/or **watercourse** within the **City of Richmond**.

2.1.2 This bylaw applies to all **persons** except that subsection 6.1.1 of this bylaw does not apply to the **City**.

2.1.3 Part 6 of this bylaw does not apply to agricultural activities.

PART THREE: PROHIBITION AGAINST RELEASE OF POLLUTING SUBSTANCE

3.1 Prohibition Against Release of Polluting Substance

3.1.1 No **person** shall **release** or allow to be **released** a **polluting substance** into any **drainage system**, **watercourse** or onto or into the soil, other than as authorized by all applicable **environmental laws**.

PART FOUR: OBLIGATIONS REGARDING THE STORAGE AND HANDLING OF A POLLUTING SUBSTANCE AND OF DANGEROUS GOODS

4.1 Obligations Regarding the Storage and Handling of a Polluting Substance

4.1.1 Every **person** storing or handling any **polluting substance** must ensure that such **polluting substance** is **properly stored**.

4.2 Obligations Regarding the Storage and Handling of Dangerous Goods

4.2.1 In addition to complying with the provisions of section 4.1, any **person** storing or handling **dangerous goods** must ensure that such **dangerous goods** are **properly stored** in an impervious containment system which is of sufficient capacity to hold the larger of:

- (a) 110% of the largest volume of free liquid **dangerous goods** in any given container or tank, or
- (b) 25% of the total volume of free liquid **dangerous goods** in storage.

PART FIVE: SPILL RESPONSE AND CLEAN-UP REQUIREMENTS

5.1 Obligation to Clean-Up Spill

5.1.1 Where a **spill** has occurred, the **responsible person** shall in accordance with all **environmental laws**:

- (a) immediately contain such **spill** and clean-up:
 - (i) any residue of the **polluting substance**;
 - (ii) any absorbent materials which have come into contact with, and have, in the opinion of the **City**, become contaminated by such **polluting substance**; and
 - (iii) any areas impacted by the **spill**, including without limitation, the **drainage system**, any **watercourse** and any soil, to the satisfaction of the **City**; and
- (b) if required by the **General Manager**, complete any necessary remediation to the satisfaction of the **City** or to the applicable standards set out in the **environmental laws**.

PART SIX: NON-STORMWATER DISCHARGE MANAGEMENT

6.1 Provisions for Dewatering

6.1.1 Application and Agreement

No **person** shall allow any **discharge** from **dewatering** to enter any **drainage system** or any **watercourse** unless such **person** has complied with the following requirements:

- (a) the **owner** of the source **parcel** submits an **application** to the **General Manager** as set out in subsection 6.1.2; and
- (b) the **owner** of the source **parcel** enters into an **agreement** with the **City** regarding the proposed **discharge** as set out in subsection 6.1.3.

6.1.2 Application Requirements

6.1.2.1 The **application** referred to in subsection 6.1.1.(a) shall include:

- (a) either of the following:
 - i. written confirmation satisfactory to the **City** from a **Qualified Environmental Professional** that the quality of the proposed **discharge** from the **dewatering** complies with the British Columbia Water Quality Guidelines for the Protection of Aquatic Life and/or the Canadian Council of Ministers of the Environment - Canadian Water Quality Guidelines for the Protection of Aquatic Life; or
 - ii. a copy of the written approval of the proposed **discharge** from the applicable federal or provincial regulatory authority as required by the applicable **environmental laws**; and
- (b) if required by the **City**, a **water quality monitoring and response plan** satisfactory to the **City**; and
- (c) a capacity analysis of the **drainage system** and, based on the capacity analysis, a letter signed and sealed by a **Professional Engineer** confirming that the **drainage system** has capacity to accommodate the flow rate of the proposed **discharge**; and
- (d) if required by the **City**, evidence satisfactory to the **City** that the **owner** has been denied a permit to **discharge** the substance resulting from the **dewatering** into the sanitary waste disposal system servicing the **parcel**, if any; and
- (e) any supporting documentation requested by the **City** relevant to the matters referred to in subsections (a), (b), (c) and/or (d) above.

6.1.3 Agreement Requirements

6.1.3.1 The **agreement** shall be in the **City's** prescribed form. It must be an **agreement** between the **owner** and the **City** and must include, without limitation, provisions that the **owner** shall, on terms and conditions satisfactory to the **General Manager**:

- (a) indemnify and release the **City** from any loss or damage caused directly or indirectly by:
 - (i) contravention of the **agreement**; and/or
 - (ii) any **discharge**;

- (b) maintain adequate insurance coverage for that indemnity, include the **City** as an additional insured, contain a waiver of subrogation, and require that at least 30 days' notice be given to the **City** prior to cancellation or expiry;
- (c) conduct **water quantity monitoring** to confirm that the **discharge** does not exceed the allowable flow rate set out in the capacity analysis referred to in subsection 6.1.2.1.(c) of this bylaw, and, if requested by the **City**, provide a copy of the monitoring results signed and sealed by a **Professional Engineer** to the **City**;
- (d) comply with the **water quality monitoring and response plan** and, if requested by the **City** provide a copy of the **monitoring results** to the **City**; and
- (e) comply with all **environmental laws** and, without limitation, ensure that the **discharge** does not exceed the British Columbia Water Quality Guidelines for the Protection of Aquatic Life and/or the Canadian Council of Ministers of the Environment - Canadian Water Quality Guidelines for the Protection of Aquatic Life.

6.1.4 Authority to Execute Agreements

6.1.4.1 The **General Manager** is authorized to execute **agreements** on behalf of the **City** if the **General Manager** is satisfied that the requirements of subsections 6.1.1, 6.1.2, and 6.1.3 of this bylaw have been met and that no reason exists why the **City** should not enter into an **agreement**.

6.1.5 Term of Agreements

6.1.5.1 Every **agreement** shall expire twenty-four (24) months from the date of execution by the **City** or upon such earlier date as may be specified in the **agreement**.

6.2 Industrial Process Water Restrictions

6.2.1. No **person** shall **release industrial process water** into any **drainage system** and/or **watercourse** unless in accordance with all applicable **environmental laws**.

PART SEVEN: ORDER TO COMPLY

7.1 Order to Comply

7.1.1 If a **person** fails to comply with any provision of this bylaw and/or any **agreement**, the **General Manager** may order pursuant to an **Order to Comply** served on such **person**, the cessation and remedy of any action

which contravenes this bylaw and/or any **agreement**, within such period of time as the **General Manager** stipulates in the **Order to Comply**. The **General Manager** may, when the remedy ordered has been completed, authorize continuation of any action which was ceased or ordered remedied.

7.2 Appeal Against an Order to Comply

7.2.1 A **person** upon whom an **Order to Comply** has been served may appeal to **Council** against such **Order to Comply** by giving notice in writing to the **City Clerk** at least 72 hours prior to the expiration of the time given in the **Order to Comply**.

7.2.2 Upon hearing the appeal against an **Order to Comply**, **Council** must either uphold, amend, or cancel the **Order to Comply**.

PART EIGHT: EMERGENCY SITUATIONS

8.1 Emergency Situations

8.1.1 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.

PART NINE: AUDIT

9.1 Audit

9.1.1 The **City** may, in its sole discretion, conduct an audit of the compliance with the obligations contained in the **agreement** and this bylaw. The **City** shall conduct the audit on the basis that it is for the **City's** own information and the **City** shall not be obliged to share the results of the audit with the **owner** or any other **person**. The **City** shall not be responsible to the **owner** or any other **person** in any way if the audit is inadequate or otherwise wrongly performed.

PART TEN: OFFENCES AND PENALTIES

10.1 Offences and Penalties

10.1.1 Any **person** who:

- (a) violates or who causes or allows any of the provisions of this bylaw to be violated;

- (b) fails to comply with any of the provisions of this bylaw;
- (c) neglects or refrains from doing anything required under the provisions of this bylaw; or
- (d) makes any false or misleading statement in connection with 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 \$10,000.00 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 ELEVEN: PREVIOUS BYLAW REPEAL

11.1 Previous Bylaw Repeal

- 11.1.1 Pollution Prevention and Clean-up Regulation Bylaw 7435 (adopted February 10th, 2003) is repealed.

PART TWELVE: SEVERABILITY AND CITATION

12.1 Severability

- 12.1.1 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 Citation

- 12.2.1 This bylaw is cited as "Pollution Prevention and Cleanup Bylaw No. 8475".

FIRST READING

SEP 28 2009

SECOND READING

SEP 28 2009

THIRD READING

SEP 28 2009

ADOPTED



MAYOR

CITY CLERK