

**DISTRICT OF LAKE COUNTRY**  
**STORMWATER MANAGEMENT BYLAW 1127**

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DISTRICT OF LAKE COUNTRY

BYLAW 1127, 2020

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A BYLAW TO REGULATE THE MANAGEMENT OF STORMWATER

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NOW THEREFORE the **Council** of the **District** of Lake Country, in open meeting, enacts as follows:

**1. APPLICATION AND PURPOSE OF BYLAW**

- 1.1. This Bylaw applies to the management of **stormwater** from all **property** within the **District**.
- 1.2. This Bylaw is intended to complement the provisions of the **District's *Subdivision and Development Servicing Bylaw***. Where specific action is required by the ***Subdivision and Development Servicing Bylaw***, it shall take priority, and where there is a conflict, the more stringent requirement shall apply.
- 1.3. All installations of, or changes to, any part of a **stormwater drainage system** shall be designed and constructed in accordance with the provisions of this Bylaw.
- 1.4. This Bylaw is enacted for the purpose of avoiding, preventing or reducing the risk of:
  - (a) nuisance, disturbance or other objectionable situation, including the accumulation of water on the subject **property** or on any other **property**, flooding or environmental damage;
  - (b) interference with the proper functioning of the **District's stormwater drainage system**, including the introduction of pollution; **and**
  - (c) harm to the public or to private or public property
- 1.5. The purpose of this Bylaw does not extend to:
  - (a) the protection of any person from economic or other loss;
  - (b) providing any person with a warranty that any discharge of water or activity or **works** referred to in paragraph (b) will not cause pollution or other nuisance to any person.

**2. INTERPRETATION AND DEFINITIONS**

- 2.1. In this Bylaw, unless the context requires otherwise, the singular shall also include the plural, and the masculine shall also include the feminine.
- 2.2. Headings contained in this Bylaw are for convenience only and are not to be constructed as defining, or in any way limiting, the scope of the intent of the provisions of this Bylaw.

2.3. Unless otherwise defined in this Bylaw, a word or expression in this Bylaw has the meaning assigned to it in the *Local Government Act, Interpretation Act, Community Charter, Transportation Act* or *Land Title Act* of British Columbia or any of successor legislation.

2.4. Any reference to an enactment in this Bylaw includes any amendments or re-enactments thereto.

2.5. In this Bylaw:

**“alter”** or **“alteration”** means an alteration of **property** or any improvements thereon that changes, impacts or has the potential to change or impact, the **District’s stormwater drainage system** or any portion thereof, including impairing the quality of **stormwater** or altering **stormwater** flow patterns or flow rates.

**“building inspector”** means the person appointed by the **District** as the Chief Building Inspector or designate.

**“Council”** means the elected municipal council of the **District**.

**“District”** means the municipality of the District of Lake Country.

**“District Engineer”** means the Director of Engineering and Environmental Services for the **District** or their designate.

**“oil and grease interceptor”** means an in-ground structure designed specifically to trap oil and grease and silt contained in **stormwater** flows.

**“owner”** means, in respect of **property**, the person registered as an owner of an estate in fee simple, the tenant for life under a registered life estate, or the registered holder of the last registered agreement for sale, and includes their agent duly authorized in writing.

**“owner’s engineer”** means a professional engineer or firm of professional engineers registered in good standing under applicable enactments in British Columbia and retained by the **owner**.

**“pool”** means any water receptacle designed for decorative purposes, or used for swimming or bathing, and includes hot tubs or spas designed to accommodate one or more persons.

**“prohibited waste”** means the substances listed in Schedule C to this Bylaw.

**“property”** means any parcel of land located within the District.

**“security”** means the fees and security required in accordance with Section D.2 of Schedule D to this Bylaw.

**“Statutory Right of Way”** means an easement or right-of-way registered against title to **property** pursuant to Section 218 of the *Land Title Act*.

"**stormwater**" means water resulting from natural precipitation, ground water that has surfaced, agricultural runoff, and street cleaning.

"**stormwater drainage system**" means a system of **works** and facilities for the catchment, containment, retention, conveyance and management of stormwater, whether on private or public **property**, including all **stormwater sewers**, pipes, conduits, drains, roadside ditches, **watercourses**, storage facilities, **stormwater management facilities** and other ancillary equipment and facilities, including infiltration galleries and other works and facilities that ensure water quality.

"**stormwater management facility**" means a **stormwater** impoundment facility and appurtenant structures, connections and controls for containment, detention or retention of stormwater and its delayed release at a controlled rate to a receiving **stormwater drainage system** within the **District**.

"**stormwater sewer**" means a pipe, conduit, drain, or other equipment and facilities for the collection and transmission of **stormwater** or uncontaminated water.

"**Subdivision and Development Servicing Bylaw**" means the **District's** Subdivision and Development Servicing Bylaw of the day as amended or replaced from time to time.

"**wastewater**" means any substance whether gaseous, liquid or solid, that is or is intended or required to be discharged or discarded, directly or indirectly, to the **District's** sanitary sewer system.

"**watercourse**" means a river, stream, creek, brook, waterway, lagoon, lake, spring, swamp, marsh or other natural body of fresh water or a channel, ditch, reservoir, or other artificial body of water that flows constantly, intermittently, or at any time.

"**work(s)**" means infrastructure and services required under this Bylaw and any part of a **stormwater drainage system**, **stormwater management facility**, and such other infrastructure, systems and any other improvements required to be constructed, erected, or installed, both onsite and offsite, under the provisions of this Bylaw.

### 3. DRAINAGE CONTROL

- 3.1. Every **owner** of **property** in the **District** shall ensure that **stormwater** on the **property** is disposed to the **District's stormwater drainage system** in a manner that ensures such **stormwater** does not result in a nuisance, disturbance or other objectionable situation, including, without limitation, the accumulation of water on the **property** or any other **property**, flooding, environmental damage or damage to, or interference with, the proper functioning of the **District's stormwater drainage system**.
- 3.2. The **District Engineer** may require the treatment of **stormwater** using "best management practices" to remove suspended solids and floatables prior to its discharge from **property**.

- 3.3. Without limiting Section 3.1, every **owner of property** in the **District** shall ensure that any **stormwater drainage system** constructed to serve the **property** is repaired and maintained to the extent necessary to avoid the situations referred to in that section.
- 3.4. If the **District Engineer** determines that a situation referred to in Sections 3.1 or 3.2 exists in respect of **property**, the **District Engineer** may issue a written notice to the **owner** of the **property** requiring the **owner** to take such action as the **District Engineer** considers necessary to remedy the situation, including the preservation or restoration of the **property**, installation, repair, change or maintenance of a **stormwater drainage system** or the installation of **works** to connect the **property** directly to the **District's stormwater drainage system**.
- 3.5. If an **owner** to whom a notice under Section 3.4 has been issued fails to fulfill the requirements specified in the notice within the time for doing so identified in the notice, then the **District** may take such action as is permitted under this Bylaw or otherwise at law.

#### 4. APPLICATION PROCEDURES

- 4.1. Under the procedures set out in this Bylaw, subject to the exemption in Schedule A, Section A.1.2, an **owner of property** must apply to the **District** in accordance with this Bylaw before:
- (a) carrying out any **alteration**; or
  - (b) connecting to the **District's stormwater drainage system**.
- 4.2. An application must:
- (a) be signed by the **owner** of the **property** that is the subject of the application or by a person authorized in writing by the **owner** to act as his or her agent for the purpose of making the application;
  - (b) be in the form required by the **District**;
  - (c) include the information required under this Bylaw; and
  - (d) be accompanied by the applicable fees set out in Schedule D or in the **District's Fees Bylaw**, as amended from time to time.

#### 5. COMPLIANCE

- 5.1. Every person shall comply with the requirements of this Bylaw.
- 5.2. No **property** may be **altered** unless the **alteration** complies with this Bylaw.
- 5.3. The **District Engineer** or the **building Inspector** may issue a compliance order to the **owner** or any other person found to be in contravention of this Bylaw, which may:
- (a) require a person to comply with this Bylaw within a time limit specified in the order;

- (b) include an order to stop work or otherwise cease construction or development;
  - (c) require a person to remedy a situation, including the preservation or restoration of **property**, installation, repair, change or maintenance of a **stormwater drainage system** or the installation of **works** to connect the **property** directly to the **District's stormwater drainage system**. or
  - (d) require tests and evidence that materials, equipment, devices, construction methods, assemblies, or soil conditions comply with this Bylaw.
- 5.4. If a compliance order under this Bylaw is issued, approval of any resultant action or **works** may not proceed until the **District Engineer** or **building inspector** is satisfied that the required actions or repairs have been completed and are consistent with the standards set out in this Bylaw and that all **security**, fees or charges have been paid.
- 5.5. The **owner** is responsible for all costs associated with complying with a compliance order or any other requirement under this Bylaw.
- 5.6. If the required actions or repairs, or any part thereof, are not completed in accordance with the provisions of this Bylaw, the **District** may draw funds from the **security**, if **security** has been provided for the **works**, and may complete the **works** at the expense of the **owner**. If there is no **security** or if there is insufficient **security**, then the **owner** shall pay such deficiency to the **District** immediately upon receipt of an invoice from the **District**.
- 5.7. Any costs that remain unpaid and outstanding to the **District** under Section 5.6 shall be recoverable and may be collected by the **District** by adding them to the property taxes payable as taxes in arears.
- 5.8. An **owner** shall comply with all requirements of this Bylaw in connection with any **alteration**.
- 5.9. The **owner** shall bear sole responsibility for all costs related to documentation, design, provision of **works** and **security**, fees or charges required under this Bylaw.
- 5.10. No person may hinder or prevent the **District Engineer**, **building inspector** or an employee authorized by the **District** from entering any **property** or from carrying out their duties with respect to the administration of this Bylaw.
- 5.11. Nothing in this Bylaw shall be interpreted as relieving a person from complying with federal, provincial, and local government enactments governing the discharge of **stormwater** into **stormwater drainage systems** and **watercourses**, and in the event of a conflict between the provisions of this Bylaw and federal or provincial enactment, the provisions of the federal or provincial enactment shall prevail.

## **6. RIGHTS AND POWERS OF THE DISTRICT**

- 6.1. This Bylaw does not create any duty on the part of the **District**, its **Council**, **District Engineer**, **building inspector** or any its other officers, employees or other representatives concerning anything contained in this Bylaw.
- 6.2. All **works**, services, improvements and all matters required pursuant to this Bylaw are the responsibility of the **owner** and all persons acting on their behalf. No approval, certificate or permit of any kind, or any review, inspection, or other act or omission by the **District** or any of its representatives, including any enforcement, or lack of enforcement of this Bylaw shall relieve the **owner** and all persons acting on their behalf from this duty and shall not create any cause of action in favour of any person. For greater certainty, the District assumes absolutely no responsibility for the **owner's engineer** or contractors.
- 6.3. The **District Engineer** is hereby delegated the power to establish, execute and amend all forms related to this Bylaw, including:
- (a) applications and drainage **works** permits;
  - (b) Statutory Rights of Way; and
  - (c) Section 219 Covenants.
- 6.4. **District** staff, servants, agents, and contractors may enter upon property at all reasonable times, in a reasonable manner and upon reasonable notice to the **owner** or occupier, for the purposes of inspecting the property and/or **works** to determine whether the property and/or **works** are in compliance with this Bylaw.

## **7. OFFENCES AND PENALTY**

- 7.1. Any person who violates any provision of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, commits an offence and is liable on summary conviction to a penalty not exceeding \$50,000.00 plus the cost of prosecution.
- 7.2. Each day the violation continues to exist shall constitute a separate offence.
- 7.3. Nothing in this Bylaw shall limit the **District** from pursuing any other remedy that would otherwise be available to the **District** at law.

## **8. GENERAL PROVISIONS**

- 8.1. If any portion of this Bylaw is for any reason held to be invalid by any court of competent jurisdiction, the invalid portion shall be severed and the severance shall not affect the validity of the remainder of this Bylaw.

- 8.2. Any Bylaw referred to herein is a reference to an enactment of **Council**, as amended, revised, consolidated or replaced from time to time.
- 8.3. Schedules A through D are attached to and form an integral part of this Bylaw and are enforceable in the same manner as this Bylaw.
- 8.4. Delegation contained with this Bylaw includes the successor, lawful deputy, and any person designated to act in his place.

**9. CITATION**

- 9.1. This Bylaw may be cited as "Stormwater Management Bylaw 1127, 2020".

READ A FIRST TIME this 15<sup>th</sup> day of September, 2020.  
READ A SECOND TIME this 15<sup>th</sup> day of September, 2020.  
READ A THIRD TIME this 15<sup>th</sup> day of September, 2020.

ADOPTED this this 6<sup>th</sup> day of October, 2020.

Original signed by James Baker  
Mayor

Original signed by Reyna Seabrook  
Corporate Officer

I hereby certify the foregoing to be a true and correct copy of the Bylaw cited as "Stormwater Management Bylaw 1127, 2020 as adopted by Council on the 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Dated at Lake Country, BC

\_\_\_\_\_  
Corporate Officer



## SCHEDULE A - APPLICATION REQUIREMENTS

### A.1 General

- A.1.1 A person who is required to apply to the **District** under Section 4.1 of this Bylaw shall:
- (a) complete and submit an application in the form approved by the **District Engineer**;
  - (b) if required by the **District Engineer**, have plans for the proposed **works** prepared by the **owner's engineer** and submit the plans to the **District Engineer** for review;
  - (c) complete the **works** in accordance with the reviewed plans; and
  - (d) pay all **security**, and inspection fees and other fees required by the **District's Fees Bylaw** as amended from time to time or Schedule D of this Bylaw.
- A.1.2 The **District Engineer** may issue a drainage **works** permit for the application upon being satisfied that the proposed **works**:
- (a) will not impair the quality of **stormwater**; and
  - (b) will not change **stormwater** flow patterns or flow rates in a manner that is likely to create or increase the risk of a nuisance, disturbance or other objectionable situation, including the accumulation of water on the subject **property** or on any other **property**, increase the risk of flooding or environmental damage or interfere with the proper functioning of the **District's stormwater drainage system**.
- A.1.3 The **owner's engineer** shall ensure that all inspections and testing of the **works** are done in accordance with the provisions of this Bylaw.
- A.1.4 The **owner** must ensure that the **works** are completed in accordance with all applicable enactments and approval procedures. Where the standards and specifications of other agencies having jurisdiction conflict with this Bylaw, the more stringent standards and specifications shall apply.
- A.1.5 Unless exempted by the **District Engineer** the **owner** must retain, at the **owner's** sole expense, the **owner's engineer** who shall:
- (a) prepare a design and associated engineering drawings for the **works** under the provisions of this Bylaw and co-ordinate all design work and quality assurance/quality control required for the **works** under the provisions of this Bylaw;
  - (b) ensure the **works** are constructed in accordance with all applicable enactments, of the **District** or other authorities having jurisdiction; and
  - (c) ensure all permits, licences, approvals and certificates required for the **works** are obtained.

## **A.2 Exemptions**

A.2.1 **Works**, development and **alterations** carried out under the **District's Subdivision and Development Servicing Bylaw** and Highway Access and Driveway Regulation Bylaws, as amended or replaced from time to time, are exempted from the provisions of this Bylaw.

## **A.3 Statutory Rights of Way**

A.3.1 Unless otherwise exempted by the **District Engineer**, **works** approved pursuant to this bylaw must be located within a dedicated highway or a **Statutory Right of Way** granted to the **District** and the **District Engineer** may require an **Owner** to grant a **Statutory Right of Way** to the **District** over **works** approved under Section A.1.1, unless such **works** are located within a dedicated highway.

A.3.2 Where the **owner** is required to grant a **Statutory Right of Way** in favour of the **District**, the **owner** must enter into and register the **Statutory Right of Way** with the Land Title and Survey Authority of British Columbia in accordance with all applicable requirements of Section 218 of the *Land Title Act*. All Statutory Rights of Way must be in a form acceptable to the **District Engineer**, duly signed by authorized signatories of the **District** and registered in priority to all financial and other charges as required by the **District**.

A.3.3 Upon registration of the **Statutory Right of Way** and before release of any **security** being held by the **District**, the **owner** must submit a copy of the registered **Statutory Right of Way** and accompanying plan to the **District**.

A.3.4 The minimum width for a **Statutory Right of Way** shall be 4.5 meters for the first system of **works**, plus 1.5 meters for each additional system of **works**, provided that the **District Engineer** may require the **owner** to provide additional width in order to comply with WorkSafeBC regulations or to accommodate other **works**, infrastructure or appurtenances.

A.3.5 All costs pertaining to the acquisition, surveying, and registration of all **Statutory Rights of Way** shall be at the expense of the **owner**.

A.3.6 Upon completion of **works** installed under this Bylaw within a **Statutory Right of Way** granted to the **District**, the **works** within the **Statutory Right of Way** become the property of the **District**.

## **A.4 Construction of Works**

A.4.1 Upon approval of the plans by the **District Engineer** submitted under Section A.1.1, the **owner** shall demonstrate to the satisfaction of the **District Engineer** that the **owner** has or shall retain the services of one or more qualified contractors to undertake the construction of the **works**. The **owner** shall provide the **District Engineer** with the name and address of their contractor(s) together with a summary of the projects that the contractor(s) has undertaken that are similar in scope, nature, and value to the **works** and such other information as the **District Engineer** may require prior to awarding the contract(s) to the contractor(s).

A.4.2 In the case where the contractor has not performed similar **works** within the Regional **District** of Central Okanagan, the **District** may require that the **owner** provide a list of developments and

references from other municipalities and such other information as the **District Engineer** may require that demonstrates that the contractor(s) is qualified to undertake the **works**.

A.4.3 The **owner** shall ensure that their contractor(s) constructs the **works** in accordance with the design, drawings, plans, and specifications reviewed for construction by the **District Engineer** and the provisions of this Bylaw.

A.4.4 The **owner** is responsible for making any applications required by other governments or authorities in respect of **works** required under this Bylaw.

## SCHEDULE B GENERAL REQUIREMENTS

### B.1 Considerations in the Design of Stormwater Drainage Systems

B.1.1 The design of any facilities for **stormwater drainage systems** must specifically address and provide recommendations based on Professional Practice Guidelines - Legislated Flood Assessments in a Changing Climate in BC – August 28, 2018 EGBC - V2.1 and any other applicable enactments.

### B.2 Obstructing Watercourses

B.2.1 No person shall foul, obstruct, redirect, or impede the flow of any **watercourse, stormwater drainage system** or the **District's stormwater drainage system**, whether or not it is situated on private property.

B.2.2 The **owner** of **property** must:

- (a) maintain the proper flow of water in a **watercourse** or **stormwater drainage system** on the **property**; and
- (b) reclaim or protect the **property** from erosion by any cause.

### B.3 Enclosure of Water Course

B.3.1 No person shall enclose any **watercourse** without the prior written permission of the **District Engineer**.

B.3.2 The **District Engineer** shall not grant permission under Section B.3.1 unless the enclosure has been designed by the **owner's engineer** and reviewed by the **District Engineer**, provided that the **District Engineer** may waive this requirement if the **District Engineer** considers the proposed **works** to be of a minor nature. The **District Engineer** shall consider the effect of the proposed **works** on the natural environment of the **watercourse**.

### B.4 Work on Municipal Drainage System

B.4.1 No person shall, repair, remove, fill in, reconstruct, divert or carry out any other **works** on any part of the **stormwater drainage system** without the prior written approval of the **District Engineer**.

### B.5 Discharges to Stormwater Drainage System and Watercourses

B.5.1 No person shall discharge or allow or cause to be discharged into a **stormwater drainage system, watercourse** or the **District's stormwater drainage system** any **prohibited waste**.

B.5.2 No person shall discharge or allow or cause to be discharged, water from a **pool** unless:

- (a) disinfection chemicals have been removed, including chemicals such as chlorine and bromine;

- (b) water is discharged onto a ground surface to an area that can absorb water, unless prohibited by a covenant; and
- (c) discharge will not cause the trespass of surface water or contaminants onto a Property or interest; and
- (d) water is released in a controlled manner so as not to cause flooding, erosion or sediment transfer – the water should run clear and contain no debris.

B.5.3 Notwithstanding the prohibition contained in Section B.5.1, a person may discharge into a **stormwater drainage system, watercourse** or the **District's stormwater drainage system** water resulting from domestic activities customarily incidental to a residential use of **property** including:

- (a) water resulting from natural precipitation, and drainage of such water;
- (b) water resulting from garden and lawn maintenance, non-commercial car washing, and building washing;

B.5.4 Notwithstanding the prohibition contained in Section B.5.1, a person may discharge into a **stormwater drainage system, watercourse** or the **District's stormwater drainage system** water resulting from the following non-domestic activities:

- (a) street, hydrant and water main flushing; and
- (b) firefighting activities.

## **B.6 Roof Drainage**

B.6.1 An **owner** of **property** shall not permit roof drainage or foundation drainage from a building to be discharged:

- (a) directly to a **stormwater drainage system** without the permission of the **District Engineer**;
- (b) directly onto a pervious ground surface within one metre of the building;
- (c) within 500 millimeters of adjacent **property**;
- (d) within 300 millimeters of a **District Statutory Right of Way**;
- (e) to a location where the water has the potential to adversely impact:
  - (i) the stability of a slope,
  - (ii) a ravine, or
  - (iii) a portion of the ground surface where there exists a threat to the instability; or

- (f) to a location or in such a manner that the discharge causes or has the potential to cause a nuisance, hazard, or damage.

## **B.7 Stormwater Management Facilities**

- B.7.1 Where an existing **stormwater drainage system** downstream from a proposed development has insufficient capacity to accommodate the projected increase in **stormwater** run-off from the proposed development, a **stormwater management facility** will be provided on the **owner's property** as part of the development.
- B.7.2 The **owner** of **property** shall maintain the **stormwater drainage system** located on the **property** in good operating condition. At the request of the **District Engineer**, the **owner** of the **property** shall provide satisfactory proof of service by a qualified contractor satisfactory to the **District**.

## **B.8 Oil and Grease Interceptor**

- B.8.1 Where a paved or impervious motor vehicle parking lot is constructed as part of any **development**, other than a single-family dwelling or duplex, the **owner** shall install an in-line **oil and grease interceptor**, satisfactory to the **District Engineer**, to intercept the **stormwater** run-off from the parking lot before it reaches the **District's stormwater drainage system**.
- B.8.2 The **owner** of the **property** shall keep the **oil and grease interceptor** in good operating condition. At the request of the **District Engineer**, the **owner** of the **property** shall provide satisfactory proof of service by a qualified contractor approved by the **District**.

## SCHEDULE C PROHIBITED WASTE

### C.1 Prohibited waste includes the following:

- (a) gasoline, benzene, naphtha, alcohol, fuel, oil, solvents, acetone or flammable or explosive liquid, solid or gas;
- (b) water from a pool where disinfection chemicals have not been neutralized;
- (c) any pesticides, insecticides, herbicides or fungicides save and except chemicals contained in **stormwater** emanating from trees or vegetation treated in accordance with the *Integrated Pest Management Act*, RSBC 2003, and amendments thereto;
- (d) any corrosive, noxious, or malodourous gas, liquid, substance which either singly or by interaction with other waste, is capable of:
  - (i) creating a public nuisance or hazard to human, animal or plant life;
  - (ii) preventing human entry into a **stormwater drainage system**;
  - (iii) causing damage to a **stormwater drainage system**;
- (e) radioactive material – except within such limits as are permitted by license issued by the Atomic Energy Control Board of Canada;
- (f) any material from a cesspool;
- (g) any solid or viscous substance capable of obstructing water flow or interfering with the operation of a **stormwater drainage system**, including, but not limited to ashes, cinders, grit sand, mud, straw, grass clippings, insoluble shavings, metal, glass, rags, feathers, tar, asphalt, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and waste, fish or fowl head, shrimp, crab or clam shells, fish scales, entrails, lard, mushrooms, tallow, baking dough, chemical residues, cannery or wine waste, bulk solids, hair and fleshings, spent grain and hops, whole or ground food or beverage containers, garbage, paint residues, cat box litter, slurries of concrete, cement, lime or mortar;
- (h) trucked liquid waste, septage, sewage or **wastewater**; and
- (i) any waste, liquid or material classified as a 'Hazardous Waste' pursuant to the provisions of the *Environmental Management Act*, S.B.C., 2003, and amendments thereto.

## SCHEDULE D FEES AND SECURITY

### D.1 Fees and Deposits

- D.1.1 The application fees payable by an **owner** under this Bylaw shall be as set out in the **District's** Fees Bylaw as amended or replaced from time to time.
- D.1.2 For any work in a **District Statutory Right of Way**, the **owner** shall provide all security deposits and pay all fees required under any applicable **District** bylaws, including but not limited to, this Bylaw and the **District's** Fees Bylaw as amended or replaced from time to time.
- D.1.3 An owner shall also pay to the **District** the sum of \$2000 per sheet for drafting deficiencies.

### D.2 Security Deposits

- D.2.1 Unless otherwise permitted by the District Engineer, **security** must be provided to the District for all **works** or other work required under this Bylaw.
- D.2.2 Security must be provided to the **District** in the form of cash, bank draft, irrevocable letter of credit, or another form acceptable to the **District Engineer**, as follows:
  - (a) 125% of the estimated value for the engineering, design, quality assurance, contingency, construction and installation of the **works** as determined by the **District Engineer**; plus
  - (b) 150% of the **owner's engineer's** fee for the design and inspection of the **works** as estimated by the **owner's engineer**.

### D.3 Maintenance Security Deposit

- D.3.1 In addition to the security described in Section D.2 above, a maintenance security deposit must be provided to the **District** in the form of cash, bank draft, irrevocable letter of credit or another form acceptable to the **District Engineer**, in the amount 5% of the value of the works or work as determined by the **District Engineer** for a period of eighteen months from substantial completion of the work.