CITY OF RICHMOND

SOIL DEPOSIT AND REMOVAL

BYLAW NO. 10200

EFFECTIVE DATE – JULY 26, 2021

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed 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)
10681	July 13, 2026	

City of Richmond

Bylaw 10200

Soil Deposit and Removal Bylaw No. 10200

The Council of the City of Richmond enacts as follows:

CITY OF RICHMOND

SOIL DEPOSIT AND REMOVAL BYLAW

NO. 10200

TABLE OF CONTENTS

PART ONE	**APPLICATION**	
1.1	**Application**	1
PART TWO	**DEFINITIONS**	
2.1	**Definitions**	1
PART THREE	**DEPOSITING & REMOVING**	
3.1	**General Permit Requirements**	5
3.2	**Deposit of Other Material**	6
3.3	**General Permit Exemptions**	6
3.4	**Agricultural Land Reserve Permit Exemptions & Requirements**	8
3.5	**Council Resolution**	8
3.6	**Conflict with Provincial Law or Other Permit or Approval**	9
PART FOUR	**PERMIT APPLICATION PROCESS**	
4.1	**Permit Application Requirements**	9
4.2	**Security Deposit**	12
4.3	**Depositing of Soil and Other Material and Removal of Soil**	13
4.4	**Permit Issuance**	15
4.5	**General Provisions**	15
4.6	**Permit Expiry**	16
4.7	**Permit Renewal, Extension, or Modifications**	17
PART FIVE	**REGULATIONS**	
5.1	**Regulations**	17

PART SIX **ADMINISTRATION**
6.1 **Inspections** 18
6.2 **Agricultural Land Commission Notices and Orders** 19

PART SEVEN **ENFORCEMENT**
7.1 **Enforcement** 19

PART EIGHT **COUNCIL RECONSIDERATION**
8.1 **Request for Reconsideration** 22

PART NINE **OFFENCES & PENALTIES**
9.1 **Offences and Penalties** 22

PART TEN **SEVERABILITY, CITATION, & INTERPRETATION**
10.1 **Severability** 23
10.2 **Citation** 23
10.3 **Interpretation** 23

City of Richmond **Bylaw 10200**

Soil Deposit and Removal Bylaw
No. 10200

The **Council** of the City of Richmond enacts as follows:

PART ONE: APPLICATION

1. Application

1.1 This Bylaw applies to all lands located within the City of Richmond.

1.2 Nothing in this Bylaw precludes or relieves a person from complying with any other applicable bylaws of the **City** or all **Applicable Laws**.

PART TWO: DEFINITIONS

2. Definitions

2.1 For the purposes of this Bylaw, the following words have the following meanings:

ALC	means the Provincial Agricultural Land Commission established under the ***ALC Act***.
ALC ACT	means the *Agricultural Land Commission Act*, S.B.C. 2002, c. 36.
ALR	means land designated as an agricultural land reserve under the ***ALC Act***, and includes an agricultural land reserve under a former Act.
ALR PROPERTY	means a **Property** located in the **ALR**.
ALR REGULATIONS	means the *Agricultural Land Reserve General Regulation,* B.C. Reg. 149/2020 and the *Agricultural Land Reserve Use Regulation,* B.C. Reg. 149/220.
APPLICABLE LAWS	means all enactments, regulations, bylaws, standards, ordinances, codes, rules, orders, judgments, directions, directives, and policies enacted, adopted, issued or published by the **City** or a **Governmental Authority** which are applicable in the **City**.

APPLICANT	means a person who has applied for a **Permit**.
BUILDING	has the meaning ascribed to it in the *Building Regulation Bylaw No. 7230.*
BUILDING PERMIT	has the meaning ascribed to it in the *Building Regulation Bylaw No. 7230*.
CITY	means the City of Richmond.
CITY CLERK	means the person appointed by **Council** to the position having that name and includes, his or her designates and authorized agents.
CITY PERSONNEL	means the **City**, its agents, employees, officers and servants.
CONSOLIDATED FEES BYLAW	means the City of Richmond *Consolidated Fees Bylaw No. 8636*.
COUNCIL	means the municipal council of the **City**.
DEPOSIT	means the act of temporarily or permanently placing **Soil** or **Other Material** on a **Property.**
END SITE	means a **Property** approved by the **City** to accept **Soil** or **Other Material**. An **End Site** (also known as a '**Soil Deposit** site' or 'fill site') may also be a **Property** that has accepted **Soil** or **Other Material** without obtaining the necessary approvals from the **City** or **ALC**.
ENVIRONMENTAL LAWS	means all **Applicable Laws** 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 as per 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 any other similar **Applicable Laws**.
ENVIRONMENTALLY SENSITIVE AREA	means those areas designated for the purpose of protecting and enhancing the environmental resources and ecosystem services which are critical components in

	maintaining the **City's** natural attributes and liveability as designated by the *2041 Official Community Plan*.
GENERAL MANAGER	means the General Manager, Community Safety, his or her designates and authorized agents.
GOVERNMENTAL AUTHORITY	means any government, parliament, legislature, court, administrative or regulatory agency, board, tribunal or commission; any other authority or entity charged with the administration or enforcement of legal requirements or any person under the authority of any of the foregoing, other than the **City**.
HIGHWAY	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**.
LANDFILL	means a site approved by **Council** or a **Governmental Authority** authorized to accept the disposal of **Other Material**, **Soil**, or any material approved by a **Governmental Authority**.
OTHER MATERIAL	includes, but is not limited to, **Woodwaste**, construction and demolition waste, masonry rubble, concrete, asphalt, glass, plastic, unchipped lumber, drywall, biological waste, organic waste, including any materials listed in the *Solid Waste and Recycling Regulation Bylaw No. 6803*, but does not include **Soil**.
OWNER	means a person registered in the records of the Land Title Office as the fee simple owner of a **Property**, including the strata corporation in the case of a **Property** under strata ownership.
PERMIT	means the written authority granted by the **General Manager** pursuant to this Bylaw for the **Deposit** of **Soil** or **Other Material**, or the **Removal** of **Soil**.
PERMITTEE	means the holder of a **Permit**.

PRELOAD	means **Soil Deposited** on a **Property** to increase the substrate's bearing capacity to support the designed loads of a proposed **Building** or **Structure** on the **Property**.
PROFESSIONAL AGROLOGIST	means an agrologist registered and in good standing with the British Columbia Institute of Agrologists.
PROFESSIONAL ENGINEER	means a professional engineer registered and in good standing with the Engineers and Geoscientists British Columbia and maintaining professional liability and errors and omissions insurance in the amount of not less than $5,000,000 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**.
QUALIFIED ENVIRONMENTAL PROFESSIONAL	means an individual who may serve as a primary qualified environmental professional for the purposes of carrying out part of an assessment under the *Riparian Areas Protection Regulation*, B.C. Reg. 178/2019.
REMOVE OR REMOVAL	means to take, excavate, or extract **Soil** from a **Property**.
RIPARIAN MANAGEMENT AREA	has the meaning ascribed to it in the *Zoning Bylaw*.
SECURITY DEPOSIT	means a deposit in the form of cash, cheque or an unconditional, irrevocable letter of credit drawn on a Canadian financial institution, in a form acceptable to the **General Manager**.
SOIL	means topsoil, cobbles, boulders, sand, gravel, rock, silt, clay, peat, or any other substance of which land is naturally composed, above bedrock, but does not include **Other Material**.
SOURCE SITE	means a **Property** in which **Soil** or **Other Material** is excavated or removed from.
STOCKPILE	means a man-made accumulation of **Soil** or **Other Material** held in storage for future use.

STOP WORK ORDER (SWO)	means a written or verbal notification from the **General Manager** ordering the **Owner** and **Permittee** (if different from the **Owner**) to stop the **Deposit** of **Soil** or **Other Material** and/or **Soil Removal** activities until further notification from the **General Manager**.
STRUCTURE	has the meaning ascribed to it in the *Building Regulation Bylaw No. 7230.*
SUBJECT PROPERTY	means: (a) the **Property** upon which the **Deposit** of **Soil** or **Other Material** has occurred or will occur (with or without a **Permit**); or (b) the **Property** from which the **Removal** of **Soil** has occurred or will occur (with or without a **Permit**).
TRAFFIC BYLAW	means the City of Richmond *Traffic Bylaw No. 5870*.
WATERCOURSE	has the meaning ascribed to it in the ***Zoning Bylaw***.
WOODWASTE	means: (a) wood residue, as defined within the *Code of Practice for Agricultural Environmental Management*; (b) sawdust, hog fuel, bark, and bark mulch; (c) woods chips, slabs, shavings, mill ends, trimmings, edgings; or (d) other wood waste which is the result of any manufacturing process involved in the production of lumber or other wood products.
ZONING BYLAW	means the City of Richmond *Zoning Bylaw No. 8500.*

PART THREE: DEPOSITING & REMOVING

3.1 General Permit Requirements

3.1.1 No person shall **Deposit Soil** on or **Remove Soil** from a **Property**, unless:

(a) that person has been authorized to undertake the **Deposit** or **Removal**, as applicable, by a **Permit**; or

(b) the person does not require a **Permit** to undertake the **Deposit** or **Removal** pursuant to section 3.3.1.

3.2 Deposit of Other Material

3.2.1 No person shall **Deposit Other Material** on a **Property** unless:

(a) that person has been authorized to undertake the **Deposit** by a **Permit**; or

(b) the person does not require a **Permit** to undertake the **Deposit** pursuant to section 3.3.1.

3.2.2 The **General Manager** will only issue a **Permit** authorizing the **Deposit** of the following **Other Material**:

(a) concrete rubble which is used to construct roadways and has a maximum diameter of 150 mm;

(b) asphalt rubble which is used to construct roadways and has a maximum diameter of 25 mm; or

(c) any **Other Material** as determined by the **General Manager**.

3.2.3 For **Properties** in the **ALR**, the **General Manager** will only issue a **Permit** authorizing the **Deposit** of **Other Material** as permitted under the ***ALC Act*** and/or **ALR Regulations**.

3.3 General Permit Exemptions

3.3.1 Subject to section 3.3.2, a **Permit** is not required to **Deposit Soil** or **Other Material** on a **Property**, or **Remove Soil** from a **Property**, if one or more of the following circumstances apply:

(a) the **Deposit** or **Removal** of **Soil**:

(i) will not exceed 14 cubic metres over the course of the calendar year; and

(ii) is accessory to a permitted residential use of the **Subject Property** on a non-**ALR Property**;

(b) the **Deposit** or **Removal** is undertaken by the **City** or a **Governmental Authority**;

(c) the **Deposit** or **Removal** is specifically authorized by a permit or other approval issued by a **Governmental Authority** in which authority to regulate is granted to that **Governmental Authority** pursuant to **Applicable Laws,** other than a permit or approval granted by the **ALC** pursuant the **ALC Act** and/or **ALR Regulations**;

(d) the **Deposit** or **Removal**:

(i) is, in the opinion of the **General Manager**, necessary to deal with a significant threat to the health, safety, or welfare of the public, on such terms and conditions, as required by the **General Manager**; and

(ii) if required by the **General Manager**, payment has been made to the **City** of some or all of the fees set out in Part 4;

(e) the **Deposit** or **Removal** is required to prepare the bearing capacity of **Soil** for the building of foundations for a **Building(s)** or **Structure(s)** on a non-**ALR Property**;

(f) the **Deposit** or **Removal** is related to works and services for a subdivision on a non-**ALR Property**;

(g) the **Deposit** or **Removal** of **Soil** is required for the construction or maintenance of a private sewage disposal system or septic field for which an approval has been granted by the appropriate **Governmental Authority**;

(h) the **Deposit** or **Stockpiling** of **Woodwaste** is in accordance with the provisions of the *Code of Practice for Agricultural Environmental Management*;

(i) the **Deposit** or **Stockpiling** of fertilizer, manure, compost, soil conditioners or soil amendments is in accordance with **Applicable Laws**;

(j) the **Deposit** or **Removal** is in relation to the sale of **Soil** pursuant to a valid and subsisting business license and is in accordance with **Applicable Laws**;

k) the **Deposit** or **Stockpiling** of sand for berry production, if done so in accordance with **ALR Regulations**;

l) the **Deposit** of **Soil** or **Other Material** for the constructing of berms or dikes for producing cranberries, if done so in accordance with **ALR Regulations**;

(m) the **Deposit** or **Removal** is required to maintain or repair an access road, driveway, paved parking area, berm, or dike on private property;

(n) the **Deposit** or **Removal** involves the movement of **Soil** existing within the boundaries of a single **Property**; or

(o) the **Deposit** is undertaken within a **Landfill** and is in compliance with all **Applicable Laws**.

3.3.2 Notwithstanding any other section of this Bylaw:

(a) a **Deposit** or **Removal** which does not require a **Permit** pursuant to section 3.3.1 must comply with section 4.3.1 and sections 5.1.1(a) through 5.1.1(g);

(b) a **Permit** will be required to **Deposit Soil** or **Remove Soil** to facilitate the **Deposit** of **Preload** on a **Subject Property** within the **ALR**, unless:

(i) a **Building Permit** or development permit for a **Building** or **Structure** to be located on the area of the proposed **Preload Deposit** or **Soil Removal** has been issued by the **City**; and

(ii) such **Building Permit** or development permit has not expired or been revoked before the **Soil Deposit** has been completed and the **Preload** has been removed;

(c) subject to section 3.6.1, general **Permit** exemptions granted under the Bylaw do not apply should the **Deposit** of **Soil** or **Other Material** or **Soil Removal** be undertaken within an **Environmentally Sensitive Area, Riparian Management Area, Watercourse** or violates any **Environmental Laws**;

(d) general **Permit** exemptions granted under the Bylaw do not apply to a **Subject Property** that is non-compliance with this Bylaw or any **City** bylaws; and

(e) general **Permit** exemptions granted under the Bylaw do not apply to a **Subject Property** if the **Deposit** or **Removal** of **Soil** or **Deposit** of **Other Material** requires **Council** authorization as per **Applicable Laws** or any **City** bylaws.

3.4 Agricultural Land Reserve Permit Exemptions & Requirements

3.4.1 A **Permit** is required to **Deposit Soil** on an **ALR Property**, or **Remove Soil** from an **ALR Property**, provided the **General Manager** is of the opinion that the requirement for a **Permit** will not effectively prohibit a **Deposit** or **Removal** which is expressly permitted by the ***ALC Act***, the **ALR Regulations**, or an order or approval granted pursuant thereto.

3.4.2 A **Permit** will not be issued for a **Deposit** or **Removal** that requires the approval of the **ALC** until the **ALC** has granted such approval.

3.4.3 A **Deposit** or **Removal** referred to in section 3.4.2 must be carried out in accordance with any restrictions, limits or conditions specified for the **Deposit** or **Removal** by the **ALC** or its chief executive officer.

3.5 Council Resolution

3.5.1 A **Council** resolution shall be required only for:

(a) a **Soil Deposit** or **Removal** greater than 600 cubic metres on lands within the **ALR** when required as per the ***ALC Act*** and **ALR Regulations**; and

(b) a **Soil Deposit** or **Removal** greater than 600 cubic metres on lands outside the **ALR**.

3.6 Conflict with Provincial or Federal Law or Other Permit or Approval

3.6.1 Notwithstanding anything to the contrary in this Bylaw, a person is exempt from compliance with a section of this Bylaw if compliance would:

(a) effectively prohibit an activity which is expressly permitted by a **Governmental Authority** or **Applicable Laws**; or

(b) cause the person to contravene a **Governmental Authority** or **Applicable Laws**.

For certainty, compliance with this Bylaw will not effectively prohibit an activity which is expressly permitted by a **Governmental Authority** or **Applicable Laws** if the section merely imposes additional requirements, conditions or restrictions on the activity.

PART FOUR: PERMIT APPLICATION PROCESS

4.1 Permit Application Requirements

4.1.1 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 that purpose;

(b) be made by the **Owner** of the **Subject Property**, 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 and assess the proposed **Soil** or **Other Material Deposit** or **Soil Removal**, including information with respect to land ownership, land use, purpose for **Deposit** or **Removal**, site conditions, **Soil** or **Other Material** characteristics, and proposed **Deposit** or **Removal** methodology;

(d) include a non-refundable application fee as specified in the **Consolidated Fees Bylaw**, except that an application fee shall not be required for any application proposing to **Deposit** less than 100 cubic metres of **Soil** or **Other Material** or **Remove** less than 100 cubic metres of **Soil**;

(e) include a Topographic Survey of the **Subject Property**, prepared by a Registered Land Surveyor;

(f) include a certified Drainage/Irrigation Plan prepared by a **Professional Engineer**;

(g) include a certified Geotechnical Report prepared by a **Professional Engineer**;

(h) include, should the **Subject Property** be in the ALR, a report prepared by a **Professional Agrologist** containing some or all of the following, as determined as necessary by the **General Manager**, in relation to the **Subject Property**:

(i) legal description, zoning and current land use;

(ii) site plan/description including site photos and historical land use of the property;

(iii) the **Soil** characteristics/description of the **Subject Property** and current agricultural capability;

(iv) **Soil** management rationale/improved agricultural capability following project completion;

(v) the benefits that the proposed **Soil Deposit** and/or **Removal** project will provide for agricultural productivity and use;

(vi) **Soil** placement plan including an outline of the proposed program for stripping, storing, and redistributing topsoil during and upon completion of the proposed **Deposit** or **Removal** works on the **Subject Property**;

(vii) outline any limitations, conditions or recommendations to ensure agricultural integrity is maintained and improved upon completion of the project;

(viii) proposed duration of the project; and

(ix) Farm Plan, containing the following:

(1) drainage requirements/rationale;

(2) irrigation requirements/rationale and water sources;

(3) proposed agricultural operator;

(4) proposed planting plan with site plan;

(5) agricultural improvement cost estimate; and

(6) project income statement (5-10 years).

(i) include certification from a **Professional Agrologist** that the **Soil** to be **Deposited** meets any and all criteria for the intended land use at the **End Site**;

(j) include the location of the **Source Site(s)** in the case of a **Soil** or **Other Material Deposit**, or the location of the **End Site(s)** to which **Soil** is to be **Removed** to, in the case of **Soil Removal**;

(k) include an environmental assessment and independent monitoring plan of the operation at the **Subject Property**;

(l) include a Traffic Management Plan for trucking of **Soil** or **Other Material** to be **Deposited** at or **Removed** from the **Subject Property**;

(m) include evidence, satisfactory to the **General Manager**, that all requirements have been met under the *Boulevard and Roadway Protection and Regulation Bylaw No. 6366* and *Tree Protection Bylaw No. 8057*;

(n) include an Erosion and Sediment Control Plan prepared by a **Qualified Environmental Professional** showing sediment control works to be implemented on the **Subject Property** to control the run-off of sediment laden water and to prevent the **Deposit** of **Soil** or **Other Material** onto **Properties** adjacent to the **Subject Property** or into nearby **Watercourses**;

(o) include copies of any permits and approvals issued by **Governmental Authorities**, and required by **Applicable Laws**, in connection with the proposed **Soil** or **Other Material Deposit** or **Soil Removal** operation at the **Subject Property**;

(p) include written confirmation from the **Owner** of the **Subject Property** 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 **Deposit** of **Soil** or **Other Material** or **Removal** of **Soil**, by or on behalf of the **Owner**;

(q) with respect only for an application for a **Permit** to **Deposit Other Material**, include:

(i) information satisfactory to the **General Manager** addressing possible concerns regarding the effect of the **Deposit** of **Other Material** on:

(1) the health, safety, or welfare of the public;

(2) the short and long term impact (whether positive or negative) on the use of the **Subject Property**;

(3) the short and long term impact (whether positive or negative) on the use of **Properties** adjacent to the **Subject Property**; and

(r) include any other information, reports, and certifications reasonably required by the **General Manager** to consider an application.

4.1.2 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 six (6) months

of the date the request is made. If the **Applicant** wishes to proceed with the **Deposit** of **Soil** or **Other Material**, or the **Removal** of **Soil**, 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**.

4.2 Security Deposit

4.2.1 Prior to the issuance 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**, based on the approved volume, up to a maximum of two-hundred thousand dollars ($200,000.00) or a lesser amount as determined by the **General Manager** to be adequate in the circumstances, provided the amount of **Security Deposit** will not be less than fifteen thousand dollars ($15,000.00) to ensure full and proper compliance with the provisions of this Bylaw and all terms and conditions of the **Permit**.

4.2.2 If the **Security Deposit** is not sufficient for the **City** to rectify any contravention of this Bylaw or with the **Permit**, or any other **City** bylaw relevant to the **Deposit** or **Removal** that is the subject of the **Permit**, the **Owner** of the **Subject Property** will pay any deficiency to the **City** within seven (7) days of receiving a written demand for same from the **City**.

4.2.3 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 **Permit**, the **Permittee** will deliver to the **City**, at least thirty (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.

4.2.4 Where the **Security Deposit** is drawn upon for any reason, the **Permittee** will, within fifteen (15) days of receipt of written notice from the **City**, replenish the **Security Deposit** to the amount required by section 4.2.1, unless exempted in writing by the **General Manager**.

4.2.5 Upon expiry of the **Permit** (including any renewal thereof), or completion of the project which is the subject of the **Permit**, whichever occurs earlier, the **Permittee**, or if no longer authorized by the **Owner**, the **Owner** of the **Subject Property**, 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. Such activities may include, but not be limited to, providing the following within thirty (30) days after the earlier of the expiration of the **Permit** or the completion of the project which is the subject of the **Permit**:

(a) a topographical survey prepared by a Registered Land Surveyor identifying the finished elevations to determine the total quantity of **Soil** or **Other Material Deposited**, or **Soil Removed**, from the **Subject Property**;

(b) a final lot grading plan signed and sealed by a **Professional Engineer**;

(c) a final report from a **Professional Agrologist** confirming that the **Soil Deposit and/or Removal** project has been completed as per the conditions of the **Permit**;

(d) a final report(s) from a **Qualified Environmental Professional** and/or **Professional Engineer**, confirming that the **Soil Deposit** and/or **Removal** project has been completed as per the conditions of the **Permit**; and

(e) when applicable, written confirmation from the **ALC** that the project has been completed as per the **ALC** approval.

4.2.6 Subject to sections 4.2.7 and 4.2.8, upon final completion of the **Soil Deposit** and/or **Removal** project which is the subject of the **Permit,** the **City** will have up to six (6) months after the earlier of the expiration of the **Permit** and the completion of the **Deposit** and/or **Removal** project covered by the **Permit**, to return the **Security Deposit** with no interest attached. If, after making reasonable efforts, the City is unable to locate the individual who provided the **Security Deposit**, a non-refundable administrative fee of $1,000 will be charged by the **City** and paid from the **Security Deposit** for each year that the **City** retains the **Security Deposit** commencing six (6) months after the earlier of the expiration of the **Permit** and the completion of the **Deposit** or **Removal** project covered by the **Permit**.

4.2.7 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 4.2.5 have been complied with to the satisfaction of the **General Manager**.

4.2.8 At the discretion of the **General Manager**, a **Security Deposit** may not be required for a **Permit** issued for the **Deposit** of **Soil** or **Other Material** or **Soil Removal** of less than 100 cubic metres.

4.3 Depositing of Soil and Other Material and Removal of Soil

4.3.1 In addition to any terms and conditions contained in a **Permit**, no person shall **Deposit Soil** or **Other Material**, or **Remove Soil**, except in accordance with the following requirements, unless exempted in writing by the **General Manager**:

(a) the slope or any part of an exposed face of any **Deposited Soil** or **Other Material** will not be greater than the angle of repose necessary for stability of the **Soil** or **Other Material** in question;

(b) the **Deposited Soil** or **Other Material**, or the **Removed Soil**, will not, in any way, interfere with the hydrological function and drainage pattern or capacity of any adjoining or reasonably adjacent **Properties** or **Highway** so as to cause flooding of those **Properties**, **Highway** or malfunctioning of any private sewage disposal system;

(c) the **Deposited Soil** or **Other Material**, or the **Removed Soil**, will not, in any way, foul, obstruct, destroy, impede, divert, or otherwise adversely affect any **Watercourse**, groundwater aquifer, waterworks, drain, sewer or other established drainage facility, whether privately or publicly owned;

(d) the **Deposited Soil** or **Other Material** shall be graded in such a manner that positive gravity drainage is assured throughout, and a drainage system will be installed which is of sufficient capacity and extent to ensure that groundwater and surface run-off will not drain into adjoining **Properties** at greater rates after commencement of the **Deposit** operation than prior to the commencement of the **Deposit** operation;

(e) where **Soil** or **Other Material** is **Deposited** within six (6) metres of a **Property** line, the **Deposited Soil** or **Other Material** will be graded in such a manner so that the slope of the **Deposit** closest to the **Property** line is not steeper than one (1) metre vertical to four (4) metres horizontal;

(f) no **Soil** or **Other Material** will be **Deposited** within three (3) metres of a **Property** line unless otherwise authorized by the **General Manager**;

(g) no **Soil** or **Other Material** will be **Deposited** over or **Removed** from a **City**-owned **Property** or a **Highway** without written authorization from the **General Manager** or, if applicable, from the **City** or **Governmental Authority** with jurisdiction over the **Highway**;

(h) no **Soil** or **Other Material** will be **Deposited** within three (3) metres of any utilities, railway right-of-way or services which may be damaged by any settlement resulting from such **Deposit**, without first providing the **General Manager** with written authorization to do so from the owner or operator of such utilities, railway right-of-way or services;

(i) no **Soil** or **Other Material** will be **Deposited** over wells or private sewage disposal systems;

(j) no **Depositing** of **Soil** or **Other Material** or **Removal** of **Soil** may be carried out between the hours of 7:00 p.m. and 7:00 a.m. on any day;

(k) no **Depositing** of **Soil** or **Other Material** or **Removal** of **Soil** may be carried out on a Saturday, Sunday, or any statutory holiday unless specifically exempted in the **Permit**; and

(l) no **Soil** or **Other Material** will be **Deposited** within or **Removed** from an **Environmentally Sensitive Area** or **Riparian Management Area** except in accordance with all **City** bylaws and all **Applicable Laws**.

4.4 Permit Issuance

4.4.1 The **General Manager** may issue a **Permit** upon being satisfied that:

(a) the proposed **Soil** or **Other Material Deposit** or **Soil Removal** complies with all **City** bylaws and all **Applicable Laws**;

(b) the **Deposit** or **Removal** operation 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 **Deposit** or **Removal** operation will not 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**;

(d) the **Applicant** has paid the **City** the non-refundable volume fee required under the **Consolidated Fees Bylaw**;

(e) the **Applicant** has provided proof of general liability insurance coverage in an amount and on terms satisfactory to the **General Manager**; and

(f) the **Deposited Soil** or **Other Material**, or the **Removed Soil**, will not threaten the health, safety, or welfare of the public or be otherwise contrary to the public interest.

4.4.2 A volume fee may be waived at the discretion of the **General Manager**:

(a) if the transporting of **Soil** or **Other Material** is undertaken between adjoining **Properties** without impact or utilization of a **Highway**; or

(b) if a **Permit** to **Deposit Soil** or **Other Material** or **Remove Soil** is less than 100 cubic metres.

4.4.3 A **Permit** may authorize the processing of **Other Material** on the **Subject Property**, provided this activity is permitted by **Applicable Laws**.

4.5 General Provisions

4.5.1 No person will make a false statement in relation to an application for a **Permit** or with respect to any reports or information provided to the **General Manager** or the **City** pursuant to this Bylaw.

4.5.2 No **Permit** or any interest in a **Permit** will be transferred or assigned, without the advance written approval of the **General Manager**. Unless such advance approval is provided by the **General Manager**, where an **Owner** sells, transfers, or otherwise disposes of a **Subject Property**, the **Permit** will be revoked and returned to the **General Manager**, and no further **Deposit** or **Removal** will be permitted on the **Subject Property** unless and until a new **Permit** is issued for the **Subject Property**.

4.5.3 The **Permittee**, or if the **Permittee** is no longer authorized by the **Owner** of the **Subject Property**, the **Owner** of the **Subject Property**, as applicable, will remove all signage from the **Subject Property** that displays or references the **Permit** within two (2) weeks of the earliest of:

(a) completion of the **Deposit** or **Removal** as provided for in the **Permit**;

(b) expiration or revocation of the **Permit**; or

(c) a written request by the **General Manager** to remove the signage,

failing which, the **Permittee**, as applicable, and the **Owner** of the **Subject Property** irrevocably grants the **General Manager** permission to enter upon the **Subject Property** and remove and dispose of all such signage at the **General Manager's** sole discretion and will indemnify and hold harmless the **City Personnel** from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings whatsoever by whomsoever brought against the **City Personnel** by reason of the **General Manager** taking such action.

4.5.4 The **General Manager** is authorized to specify conditions consistent with the **Traffic Bylaw**, for traffic control, haul routes, and utilization of a **Highway** in connection with a **Permit**. Without limiting the generality of the foregoing, a **Permittee** or **Owner** may be required to maintain a truck log detailing:

(a) each date upon which there is a **Deposit** or **Removal**; and

(b) the number of trucks and amount of **Soil** or **Other Material Deposited**, or **Soil Removed**, on each such date.

The **Permittee** or **Owner** will provide the truck log to **City Personnel** upon request by the **General Manager**.

4.6 Permit Expiry

4.6.1 Subject to section 4.7.1, every **Permit** issued shall expire and cease to authorize any **Deposit** or **Removal** twelve (12) months following the date of issue or such date as may be specified in the **Permit** or such date as may be specified in a renewal or extension of a **Permit**.

4.7 Permit Renewal, Extension, or Modifications

4.7.1 If the **Deposit** or **Removal** operations authorized by a **Permit** are not completed before the **Permit** expires, the **General Manager** may renew, extend, or modify the **Permit** upon written request of the **Permittee** or **Owner**, subject to the following:

(a) there is no obligation on the **City** to renew any **Permit** upon expiry of the **Permit**, except where the **Deposit** or **Removal** is being carried out pursuant to an approval issued by the province, in which case the **Permit** may be extended (annually or otherwise) for the period of time necessary to allow for the completion of the **Deposit** or **Removal** authorized by the provincial permit or other approval;

(b) the **Permittee** shall pay a non-refundable **Permit** renewal fee as specified in the **Consolidated Fees Bylaw**;

(c) the application for a renewal, extension, or modification is received no later than thirty (30) days before the expiry date of the existing **Permit** unless another date is specified by the **General Manager**;

(d) subject to section 4.7.1(a), the **General Manager** may renew or extend a **Permit** for an additional period of not more than one (1) year at a time; and

(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 FIVE: REGULATIONS

5.1 Regulations

5.1.1 Every **Deposit** or **Removal** and every **Permit** issued under this Bylaw is subject to the observance or fulfilment of the following requirements, restrictions and regulations, to the satisfaction and approval of the **General Manager**:

(a) all damage to drainage facilities, **Watercourses**, **Highways**, or other public or private **Property** shall be promptly and properly repaired to the satisfaction of the **General Manager** at the expense of the **Owner**;

(b) all **Watercourses**, groundwater aquifers, waterworks, drains, sewers, or other established drainage facilities shall be kept free of all **Soil** or **Other Material** arising from or caused by the **Deposit** or **Removal** operations;

(c) any **Structure** erected or excavations made in connection with a **Deposit** or **Removal** operation shall be temporary in nature and shall be removed upon completion of the operation or upon request of the **General Manager**;

(d) all hazards or potential hazards arising from the **Deposit** or **Removal** operation shall be adequately fenced or otherwise protected for the safety of the public;

(e) during and upon completion of every **Deposit** or **Removal** operation, the boundaries of all adjacent **Properties**, **Highways**, rights-of-way, and easements shall be protected from erosion or collapse and from run-off of water or mud;

(f) all **Deposit** or **Removal** operations shall be limited only to the area specified in the **Permit** which the **General Manager** may require to be clearly marked at the **Subject Property** and such markings maintained for the duration of the **Permit** and not encroach upon, undermine, damage, or endanger any adjacent **Properties** or any setback area prescribed in the **Permit** or the Bylaw;

(g) a **Stockpile(s)** of **Soil** or **Other Material** shall be confined to the locations prescribed in the **Permit** and shall be maintained so that they do not adversely affect or damage adjacent **Properties** or cause a nuisance to any person;

(h) every **Permittee** shall post a **Permit** placard in the form provided by the **General Manager** at the entrance of the **Subject Property** in a location visible to the adjacent **Highway**;

(i) must not, in any way, interfere with the hydrological function and drainage pattern or capacity of any adjoining **Property** or **Highway** so as to cause flooding of an adjoining **Property, Highway** or the malfunctioning of any private sewage disposal system; and

(j) must not, in any way, interfere with existing underground, surface, and aerial services and utilities.

5.1.2 The **General Manager** may issue a **Permit** subject to the observance or fulfilment of additional conditions specified in the **Permit** which in the opinion of the **General Manager** are necessary to achieve the purposes of this Bylaw.

PART SIX: ADMINISTRATION

6.1 Inspections

6.1.1 The **General Manager** is authorized to, at all reasonable times, enter upon and inspect:

(a) any **Property** to determine if the **Owner** of a **Property** upon which a proposed **Deposit** or **Removal** operation is situated is required to obtain a **Permit**;

(b) any **Property** to determine if a **Deposit** or **Removal** has occurred in contravention of this Bylaw or any other **City** bylaws; and

(c) a **Subject Property** to ascertain whether the provisions of this Bylaw, the **Permit** issued pursuant thereto, or any of the **City's** bylaws, are being complied with.

6.1.2. Every **Permittee** or, if the **Permittee** is no longer authorized by the **Owner** of the **Subject Property**, the **Owner**, will maintain current records sufficient to allow the progress of the **Deposit** or **Removal** operation to be monitored by the **City** for compliance with the provisions of this Bylaw, the terms and conditions of the **Permit**, and any **City** bylaws relevant to the **Deposit** or **Removal**, and such records will be made available to the **General Manager** upon request.

6.2 Agricultural Land Commission Notices and Orders

6.2.1 Every person who is required to provide any notice to the **ALC** pursuant to the ***ALC Act*** or **ALR Regulations** concerning a **Deposit** or **Removal** will, within five (5) days of providing such notice and any subsequent amended notice, as may be applicable, provide to the **General Manager** a copy of such notice, along with any supporting documentation provided to the **ALC**.

6.2.2 Every person who receives an order from the **ALC** pursuant to the ***ALC Act*** or **ALR Regulations** concerning a **Deposit** or **Removal** will, within five (5) days of receiving such order and any subsequent amended order, as may be applicable, provide to the **General Manager** a copy of such order from the **ALC**, along with any supporting documentation provided by the **ALC**.

PART SEVEN: ENFORCEMENT

7.1 Enforcement

7.1.1 If an **Owner** of a **Subject Property** or a **Permittee** contravenes a provision of this Bylaw or a **Permit** condition, or if a **Deposit** or **Removal** has occurred at a **Subject Property** in contravention of any provision of this **Bylaw** or a **Permit**, the **General Manager** may issue a **Stop Work Order** notifying the **Owner** and/or **Permittee** of such a contravention and may instruct the **Owner** and/or **Permittee** to correct the contravention. Such order may include, but not be limited to, a requirement for one or more of the following:

(a) immediately ceasing all **Soil** or **Other Material Deposit** or **Soil Removal** activities;

(b) addressing any contravention of the **Permit** as specified by the **General Manager** by a date specified by the **General Manager**;

(c) removal of unauthorized **Soil** and/or **Other Material** from the **Subject Property** by a date specified by the **General Manager**;

(d) remediating the **Subject Property** to a standard suitable to the **General Manager** by a date specified by the **General Manager**;

(e) if requested by the **General Manager**, submission of a completed **Soil** or **Other Material Deposit** and/or **Soil Removal** application with a non-refundable application fee twice the amount specified within the **Consolidated Fees Bylaw** to the City within five (5) business days, unless specified otherwise by the **General Manager**. Unless exempted by the **General Manager**, the **Applicant** would be required to meet all other requirements within the **Bylaw** or **Permit**, should one be issued. If an application is not submitted within the specified period, the **General Manager** is authorized to stipulate the means to correct the contravention; and

(f) complying with an order, notice or direction of the **General Manager.**

7.1.2 If the **Owner** of the **Subject Property** or a **Permittee** fails to correct a contravention referenced in section 7.1.1, by the date specified in the **Stop Work Order**, or as otherwise instructed by the **General Manager**, then:

(a) the **City** or its appointed agents may enter upon the **Subject Property** or any part thereof and may carry out such works and undertake such actions as the **City** deems necessary to correct or remedy the contravention; and

(b) the **General Manager** may revoke the relevant **Permit**, which will then cease to authorize any **Deposit** or **Removal** at the **Subject Property**.

7.1.3 Other than in case of emergency (as determined by the **General Manager**), in which case notification from the **City** is not required, the **City** will give ten (10) days' written notice to the **Owner** of the **Subject Property** of the **City's** intention to carry out works pursuant to section 7.1.2.

7.1.4 If the **City** carries out works pursuant to section 7.1.2, the **Owner** of the **Subject Property** will reimburse the **City** for the **City's** cost of carrying out such works, plus a 20% administrative fee, within ten (10) days of receiving a written request by the **City** for such reimbursement. If not paid within ninety (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 or as per section 7.1.5.

7.1.5 The **City** may cash and use the **Security Deposit** provided pursuant to section 4.2.1, 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 **Deposit** or **Removal** 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 **Deposit** or **Removal** that is the subject of the **Permit**, and requires immediate action; and

(c) to satisfy any outstanding fee payable under this Bylaw, including but not limited to, any outstanding volume fee as determined by a final topographical survey.

7.1.6 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 **Deposit** or **Removal** of any material, or any other action by the **City** under this Bylaw.

7.1.7 In the event of damage to **City** or privately-owned drainage facilities, **Watercourses**, **Highways**, lands, utilities, or other **City** or privately-owned **Property** or facilities, resulting from a **Deposit** or **Removal** operation, the **Owner**, or an agent of the **Owner**, will promptly and properly repair the damage to the satisfaction of the **General Manager**.

7.1.8 All drainage facilities, **Watercourses**, and ground water aquifers will be kept free of **Soil** and **Other Material** originating from the **Deposit** of **Soil** or **Other Material** upon a **Subject Property**, and every obstruction or damage caused to such drainage facilities, **Watercourses**, or ground water aquifers will constitute an offence under this Bylaw.

7.1.9 Dirt, mud, debris, and other substances, which as a result of a **Deposit** or **Removal** operation, are **Deposited** on a **Highway**, will be removed on a daily basis by the **Permittee**. Where the dirt, mud, debris, and other substances cause a hazard or nuisance, they are to be removed immediately by the **Owner** or **Permittee** unless otherwise directed by the **General Manager**.

7.1.10 Where **Soil** or **Other Material** is to be **Deposited**, or **Soil** is to be **Removed**, and is to be transported over a **Highway** or portion in the **City** that is restricted to truck traffic, as defined in the **Traffic Bylaw**, the **Permittee** will be responsible for any damage occurring to that **Highway** as a result of the transportation of the **Soil** or **Other Material**.

7.1.11 Section 7.1 is without prejudice to any other remedies available to the **City** under this Bylaw, under other **City** bylaws, under other **Applicable Laws**, or in equity.

7.1.12 The **Stop Work Order** referred to in section 7.1.1 must remain posted on the **Subject Property** until full compliance with the required standards have been achieved.

7.1.13 A person must not reverse, alter, deface, cover, remove or in any way tamper with a **Stop Work Order** posted or affixed to a building, structure, or **Subject Property** pursuant to this bylaw, unless authorized in writing by the City.

PART EIGHT: COUNCIL RECONSIDERATION

8.1 Request for Reconsideration

8.1.1 Where an **Owner** of a **Property** or **Applicant** is subject to a requirement under this Bylaw, a decision made by the **General Manager** under this Bylaw to refuse, suspend, or revoke a **Permit**, or a decision to take remedial action pursuant to section 7.1.2, the **Owner** or **Applicant** may appeal to **City Council** for reconsideration of the matter within thirty (30) days of the requirement or decision being communicated to them.

8.1.2 An application for reconsideration must be delivered in writing to the **City Clerk** and must set out the grounds upon which the **Applicant** considers the requirement or decision of the **General Manager** inappropriate and what, if any, requirement or decision the **Owner** or **Applicant** considers **City Council** ought to substitute.

8.1.3 **City Council** may either confirm the requirement or decision of the **General Manager** or substitute its own requirement or decision.

PART NINE: OFFENCES & PENALTIES

9.1 Offences and Penalties

9.1.1 A violation of any of the provisions of this Bylaw or any **Permit** shall:

(a) result in liability for penalties and late payment amounts established in Schedule A of the Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122;

(b) 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; and

(c) be subject to such fines as may be prescribed in Municipal Ticket Information Authorization Bylaw No. 7321.

9.1.2 Every person who contravenes any provision of this Bylaw or any **Permit** issued under this Bylaw is considered to have committed an offence against this Bylaw and is liable on summary conviction, to a fine of not less than One Thousand Dollars ($1,000) and not more than Fifty Thousand Dollars ($50,000), and each day that such violation is caused, or allowed to continue, constitutes a separate offence.

PART TEN: SEVERABILITY, CITATION, & INTERPRETATION

10.1 Severability

10.1.1 If any part, section, subsection, clause or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of any Court of competent jurisdiction, it will be severed and the validity of the remaining provisions of this Bylaw will not be affected.

10.2 Citation

10.2.1 This Bylaw is cited as **"Soil Deposit and Removal Bylaw No. 10200"**.

10.3 Interpretation

10.3.1 In this Bylaw:

(a) words importing the singular number include the plural and vice versa;

(b) words importing the neutral gender include the masculine and the feminine genders;

(c) the definitions include the past, present, and future tense as applicable;

(d) headings given to sections are for convenience of reference only and do not form part of this Bylaw;

(e) unless expressly stated otherwise, a reference to a "section" is a reference to a section in this Bylaw and a reference to a "Part" is a reference to a Part in this Bylaw; and

(f) unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia, as amended, revised, consolidated or replaced from time to time, and a reference to a bylaw or policy is a reference to a **City** bylaw or policy, as amended, revised, consolidated or replaced from time to time.

FIRST READING	_____	CITY OF RICHMOND
SECOND READING	_____	APPROVED for content by originating dept.
THIRD READING	_____	APPROVED for legality by Solicitor
ADOPTED	_____	

_____ _____

MAYOR CORPORATE OFFICER