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**GARDEN CITY LANDS SOILS DEPOSIT FEES BYLAW NO. 9900**

**WHEREAS** Council resolution dated May 14, 2018 (the “Council Resolution”) granted the authority upon the Chief Administrative Officer and the General Manager, Community Services to enter into Soil Deposit Agreements with private contractors for the placement of soil on the Garden City Lands required for the development of the Garden City Lands;

**AND WHEREAS** the Council Resolution stipulated that all net revenues generated through tipping fees on the Lands be reinvested into the Lands to offset any future project costs that are not eligible for Development Cost Charge funding;

**AND WHEREAS** Part 7, Division 2, Section 195 of the *Community Charter* confers upon the City authority to, by bylaw, impose fees for the deposit of soil on the Garden City Lands;

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

**PART ONE: SOIL DEPOSIT AGREEMENTS**

**1.1** The Chief Administrative Officer and the General Manager, Community Services may enter into Soil Deposit Agreements with private contractors for the placement of soil on the Garden City Lands provided such Soil Deposit Agreements contain provisions substantially similar to those set out in Schedule A, which is attached and forms part of this Bylaw.

**PART TWO: TIPPING FEES FOR SOIL DEPOSITS ON THE LANDS**

**2.1** Every person who enters into a Soil Deposit Agreement with the City must pay to the City the applicable fees as specified in the *Consolidated Fees Bylaw No. 8636*.

**PART THREE INTERPRETATION**

**3.1** In this bylaw, unless the context requires otherwise:

**CITY** means the City of Richmond.

**COMMUNITY CHARTER** means *Community Charter*, SBC 2003, c. 26, as amended or replaced from time to time.

**GARDEN CITY LANDS**

means the property located in the City between Westminster Highway, Alderbridge Way, Garden City Road and No.4 Road and commonly referred to as the Garden City Lands.

**SOIL**

means topsoil, sand, gravel, rock, silt, clay, peat or any other substance of which land is composed, or any combination thereof.

**SOIL DEPOSIT AGREEMENT**

means an agreement entered into between private contractor and the City for the supply and placement of soil on the Garden City Lands.

**PART FOUR: SEVERABILITY AND CITATION**

- 4.1 If any section, section, paragraph, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 4.2 This Bylaw is cited as “Garden City Lands Soil Deposit Fees Bylaw No. 9900”

**PART FIVE: FEES BYLAW**

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

FIRST READING

JUL 23 2018

SECOND READING

JUL 23 2018

THIRD READING

JUL 23 2018

ADOPTED

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

\_\_\_\_\_  
MAYOR

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CORPORATE OFFICER

## **SCHEDULE A TO BYLAW 9900**

### **SOIL DEPOSIT AGREEMENTS**

Each Soil Deposit Agreement will contain provisions to address the following:

- Environmental provision – each private contractor will deliver to the City all reports as determined appropriate by the City verifying that the soil being deposited meets BC Contaminated Sites Regulation (BC CSR) – Schedule 3.1, Column 4 standards for Agricultural Lands and is suitable for use on landscape and agricultural sites, a Phase 1 Environmental Site Assessment and additional relevant reports verifying that soil adheres to the ALC guidelines for soil quality.
- Inspection – the soil will be subject to inspection by the City and a Qualified Environmental Professional (QEP) designated by the City and in the case that the deposited soil is not in keeping with the terms of the Soil Deposit Agreement the private contract shall be responsible, at its own cost, for removing the soil and remediating any portions of land and/or groundwater affected as a result these actions.
- Insurance –the private contractor will be required to provide proof of general liability insurance coverage in an amount and on terms satisfactory to the City.
- Indemnity and Release – each private contractor will be required to indemnify and release the City from all claims, losses, damages, costs, actions and other proceedings occasioned by damage arising from any act or omission of the private contractor.
- Other provisions deemed necessary – the Soil Deposit Agreements will contain such other provisions as the Chief Administrative Officer and General Manager, Community Services deems appropriate.