

# THE CORPORATION OF THE DISTRICT OF SUMMERLAND

## EARTHWORK CONTROL BYLAW NUMBER 2000-290

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WHEREAS pursuant to the provision of the *Community Charter*, Council may by bylaw regulate or prohibit *earthwork* on land within the *District*, or within any area or areas within the *District*, and may require the holding of a *permit* for such purpose and fix a fee for such *permit*;

AND WHEREAS Council considers that uncontrolled *earthwork* would have a harmful effect upon adjacent *lands*, public highways, and statutory rights of way and may create or cause a hazardous situation;

NOW THEREFORE the Municipal Council of the Corporation of the District of Summerland in open meeting assembled enacts as follows:

### 1. Title

1.1 This bylaw may be cited as the 'Earthwork Control Bylaw No. 2000-290'.

### 2. Application

2.1 This bylaw shall apply to all *land* within the legally defined boundaries of the *District*.

### 3. Interpretation

3.1 In this bylaw unless the content otherwise requires:

'*deposit*' or '*deposite*' means to place, store, stockpile, or release directly or indirectly, soil on any *land*, where the soil did not previously exist;

'*Director*' means the Director of Engineering and Public Works, as appointed by the *Council* of the *District*, and his duly authorized representatives;

'*District*' means the Corporation of the District of Summerland or the *land* lying within its corporate boundaries;

'*earthwork*' means any work carried out on a given parcel or parcels of *land* as it pertains to this bylaw and shall include the excavation, *movement*, *removal*, or *deposit* of *soils* and the *deposit* of *other material*;

'*land*' means any land within the corporate boundaries of the *District*;

'*move*', '*moved*', or '*movement*' means altering surface elevations, or grades of *land* but does not include the *removal* or *deposit* of *soils*.

'*other material*' means:

- a) construction, building, or demolition wastes such as masonry rubble, concrete rubble, asphalt, lumber, metal, shingles, glass, gypsum board, or any other material derived from building demolition or construction;
- b) hog fuel, sawdust, shavings, edgings, or other wood waste that results from the manufacturing of lumber or any other wood product;

- c) land clearing wood waste consisting of stumps, brush, logs, or any other waste derived from land clearing activities; and
- d) waste material derived from commercial, industrial, or manufacturing activities.

'*permit*' means a permit issued under this Bylaw;

'*permit area*' means the area of the *permit land* within which the *earthwork* is restricted;

'*permit land*' means the *land* described in the *permit*;

'*permit holder*' means the person to whom a *permit* has been issued;

'*qualified professional*' means a person who is registered or licensed under the Engineers and Geoscientists Act of BC, Architects (Landscape) Act of BC, or Land Surveyors Act of BC, to perform the work described under the sections of this Bylaw requiring a *qualified professional* and whose interest in the proposed *earthwork* operation is limited to the fee they receive to perform the work described;

'*remove*', '*removed*', or '*removal*' means any *soil* removed or taken from *land* or any *soil* that may temporarily be placed into a *stockpile* or other form of storage on the *land* where it was originally located;

'*soil*' shall mean boulders, gravel, sand, silt, clay, *topsoil*, or any other substance of which *land* is composed or any combination thereof but does not include *other material*;

'*stockpile*' means any accumulation of *soil* that is not located in its natural position;

'*topsoil*' means a growing medium to the quality, gradation, and specifications outlined in the Master Municipal Construction Documents;

'*turf farm*' means a commercial farming operation whose purpose is to grow grass and then excavate the grass and root structure for sale as a landscaping material;

'*utilities*' means all underground infrastructure and appurtenances owned by the *District*, including but not limited to, communication lines, storm sewers, sanitary sewers, and irrigation and domestic water mains; and

'*watercourse*' means any natural depression with visible banks, which contains water at some time, and includes any lake, river, stream, creek, spring, ravine, swamp, gulch, coulee, wetland, or surface source of water, whether containing fish or not, including intermittent streams, and drainage works which contain fish.

#### **4. Compliance**

- 4.1 The *permit holder* is responsible for ensuring that his agents, workers, contractors, or any other person involved in the *earthwork* operation comply with the provisions of this bylaw. The *permit holder* will be held accountable for any offence of this bylaw committed by his agents, workers, contractors, or any other person involved in the *earthwork* operation.

#### **5. Permit**

- 5.1 No person shall engage in *earthwork* without first obtaining a *permit* in accordance with the provisions of this bylaw.
- 5.2 A *permit* constitutes written authority to conduct only those activities described in the *permit*.
- 5.3 The *Director* may only issue a *permit* when an application has been submitted and the application complies with all the provisions of this bylaw.

- 5.4 *Permits* will be issued in the form set out in Schedule 'A' – Application for Earthwork Permit, attached to and forming part of this bylaw.
- 5.5 The maximum duration of a *permit* will be one year.
- 5.6 A *permit* will cease to authorize *earthwork* upon the earlier of:
- a) the volume of *earthwork* authorized by the *permit* to be *moved, removed, or deposited* has been *moved, removed, or deposited*; or
  - b) the expiry date expressly stated in the *permit* is reached.

## **6. Restrictions**

- 6.1 No *permit* will be issued for those portions of *land* exceeding a 30% slope unless the *permit* is necessary for the installation of private or public infrastructure, including driveways, and the work is supported by a report prepared by a geotechnical engineer.
- 6.2 No *permit* will be issued for *earthwork* on *land* designated within the Agricultural Land Reserve, as defined pursuant to the *Agricultural Land Commission Act*, unless prior written approval, if required, has been obtained from the Agricultural Land Commission
- 6.3 No *permit* will be issued if the application, reports, or plans provided pursuant to this Bylaw indicate that the *earthwork* may not comply with this, or any other, *District* Bylaws or if the information provided with the application, reports, or plans is incorrect, incomplete, or misleading.

## **7. Exclusions**

- 7.1 Notwithstanding the exemptions set out in this section, the *Director*, at his sole discretion, may require that a *permit* be obtained if he deems the *earthwork* to be a potential hazard to an occupant of the *permit land* or a hazard or nuisance to adjacent public or private properties, including *utilities*.

This Bylaw shall not apply to any person engaged in *earthwork* that meets any of the following conditions:

The *earthwork* is:

- a) restricted to a maximum volume of 300 cubic metres in any twelve month period and is confined to an area of not more than 1200 square metres;
- b) for normal maintenance of underground *utilities* by the *District*;
- c) for the construction of parks, roadways, lanes, or *utilities* by the *District*;
- d) within a commercial gravel pit or quarry permitted pursuant to the *Mines Act*;
- e) for the creation or maintenance of a public trail or recreation facility;
- f) for the processing or disposal operations of a solid waste facility which has approval pursuant to Federal, Provincial, or Municipal regulations and bylaws;
- g) for the cleanup or remediation of contaminated *soils* as subject to Part 4 of the Environmental Management Act.;
- h) for emergency measures related to flood control;
- i) on a commercial *turf farm*, landscape supply, or nursery provided that the *earthwork* is directly related to, and necessary for, the operation of the

commercial enterprise and is conducted on the *land* upon which the person lawfully carries on such trade, purpose, or use;

## 8. Applications

- 8.1 Applications for a *permit* shall be made in the form set out in Schedule 'A' of this bylaw.
- 8.2 All information required to be submitted in support of an application shall be at the expense of the owner.
- 8.3 Metric units shall be used in all applications.
- 8.4 Every application for a *permit* shall be made in writing and shall include the following:
- a) the name, address, and signature of the applicant and the registered owner;
  - b) the legal description and the area of the *land* upon which the *earthwork* will take place;
  - c) a current Land Title search for all the *land* referred to in the application;
  - d) the purpose for which the *earthwork* will be carried out;
  - e) a copy of all right of way plans, easement plans, covenants, and documents registered against the *land* on which the *earthwork* will take place;
  - f) commencement and completion date of the *earthwork*;
  - g) the written consent of the landowner if the landowner is not the applicant;
  - h) an itemized breakdown of the quantity of *soils* to be excavated, *removed, deposited, or moved*;
  - i) the proposed haul routes planned for transporting material to and from the site;
  - j) a letter and plans of the proposed *permit area* summarizing how the proposed *earthwork* will be conducted in compliance with each of the regulations and operating standards set out in this Bylaw; and
  - k) a dust control mitigation plan.
- 8.5 The *Director* may, at his sole discretion, require the owner to provide the following additional information to assist the *Director* in the evaluation of an application:
- a) excavation of holes to a 3.0 metre depth for the inspection and recording of existing ground composition prior to *earthwork*;
  - b) detailed plans, data, and specifications prepared by a *qualified professional*. Plans shall be drawn at a scale of 1:500, use *District* datum as control, and contain the following information:
    - (i) all pertinent topographic features, buildings, structures, lanes, roads, bridges, and tree cover;
    - (ii) pre and post *earthwork* contours at maximum intervals of 1.0 metre;
    - (iii) pre and post *earthwork* strategies for managing, controlling, and treating drainage;
    - (iv) pre and post *earthwork* driveway locations and other points of access that may be used temporarily during the *earthwork*;

- (v) the proposed type and location of fencing and signage to protect against any hazards as identified by a *qualified* professional or the *Director*;
  - (vi) a comprehensive remediation and restoration plan showing all vegetation, plantings, trees, and groundcover that is required to ensure the *permit area* is safe, stable, and free of erosion following the completion of the *earthwork* and any interim measures that may be required to protect the site over the winter;
  - (vii) a detailed sediment, erosion, and dust control plan;
  - (viii) a detailed plan of all underground *utilities* that are located within the *permit land*; and
  - (ix) such other information as required by the *Director*;
- c) an Assurance of Qualified Professional and Commitment for Field Review prepared by a *qualified professional* in the form set out in Schedule 'B', attached to and forming part of this bylaw;
  - d) proof of Comprehensive General Insurance for bodily injury and/or property damage with policy limits of not less than two million dollars (\$2,000,000) per claim for the *qualified professional*. The aforementioned insurance shall be in a form and with insurers acceptable to the *Director* and evidence of Renewal and Notice of Termination shall be provided to the *District* not less than thirty (30) days prior to the expiry dates or cancellation of the policies as the case may be;
  - e) a report prepared by a *qualified professional* that includes plans of the proposed *permit area* and recommendations detailing how the proposed *earthwork* will be conducted in compliance with each of the regulations and operating standards set out in this Bylaw. The *qualified professional* must certify that their report has identified all risks and has identified all reasonable measures to protect against these risks.
  - f) a security to ensure full compliance;
  - g) a non-refundable *permit* application fee as set out in the *District's* Fees and Charges Bylaw 98-001, as amended; and
  - h) additional geotechnical, environmental, or other reports or studies that the *Director* deems necessary to evaluate an application. All reports and studies shall be prepared by a *qualified professional*. Two copies of all reports and studies shall be submitted to the *Director* for his review. The *Director* may require that the reports and studies be registered on the title of the *permit lands*.

## 9. Regulations and Operating Standards

9.1 Each *permit* issued pursuant to this Bylaw shall be subject to the following regulations and operating standards:

- a) **Bylaw Compliance:** *Earthwork* may only take place on the *land*, in the area, and for the duration identified in the *permit*, in accordance with the provisions of this bylaw, in accordance with the terms and conditions set out in the *permit*, and in accordance with all other bylaws of the *District*.
- b) **Sight Lines:** No equipment, *soils*, or anything else associated with the *earthwork* shall be *deposited*, *stockpiled*, stored, or parked in any location that may block or obscure sight lines at adjacent intersections or on adjacent roads.

- c) **Qualified Professional:** The *Director* may require a *qualified professional* to supervise the *earthwork* and provide certification of quality assurance as a condition of the *permit*.
- e) **Drainage:** Except for approved settling ponds or other treatment structures, *earthwork* shall be conducted in such a manner to ensure positive gravity drainage to a *watercourse*, public drainage facility, or other point of discharge approved in the *permit*.
- f) **Drainage Treatment:** The quality of all drainage leaving the site must meet or exceed the quality of drainage that was leaving the site prior to the commencement of the *earthwork* operation. Settling ponds and other treatment structures must be located and maintained as outlined in the *permit*.
- g) **Damage or Obstruction:** Anything associated with *earthwork* that may damage or cause an obstruction to a *watercourse*, public drainage facility, or other point of discharge must be prevented from entering the *watercourse*, public drainage facility, or other point of discharge. This includes, but is not limited to, *soil*, rubble, debris, and any form of vegetation.
- h) **Repair:** All damage resulting from the *earthwork* shall be immediately repaired at the expense of the owner. This includes, but is not limited to, municipal or privately owned drainage facilities, roads, *utilities*, statutory rights of way, lanes, *watercourses*, or any other municipally or privately owned property.
- i) **Stockpiles:** *Stockpiles* shall be confined to the area of the *permit lands* identified in the *permit* and shall be maintained so they do not adversely affect or damage adjacent properties or sight lines. *Stockpiles* shall not exceed 5.0 metres in height above natural ground elevation unless otherwise approved by the *Director*.
- j) **Encroachment:** *Earthwork* shall not encroach upon, undermine, or physically damage any public or private property or works. Unless approved by the *Director*, no *earthwork* may occur where the *earthwork* may encroach beyond the *permit land* boundaries or into a statutory right of way or an easement. *Earthwork* in these areas shall not encroach into the natural repose of the insitu *soil* as determined by a *qualified professional*.
- k) **Subdivision or Development:** No *earthwork* may take place that will make future subdivision or development of the *permit land* or neighbouring *land* impractical.
- l) **Permit Area Security:** All excavations, stockpiling, and any other hazards shall be fenced and signage erected for the duration of the *permit* to protect the public. Signage shall be water-proof and contain wording that identifies the hazard, the nature of the *earthwork*, the presence of any excavations, and prohibits the public entry. The signs shall be securely mounted, maintained by the owner, and located no more than one hundred fifty metres apart. Consideration shall be given to control access at all times by gate to minimize hazards to human and animal life and to prevent unauthorized entry and *earthwork*.
- m) **Restoration:** Within thirty days of the completion of the *earthwork*, the *permit holder* shall restore all undeveloped areas of the *permit land* that were disturbed as part of the *earthwork* operation back to their natural state.
- n) **Dust Control:** All *earthwork* shall be subject to a continuous program of dust control to the satisfaction of the *Director*. The *permit holder* shall control the escape of dirt, dust, and smoke so as to prevent private or public nuisance affecting any public or private property, highway, or right of way.
- o) **Road Cleaning:** Measures shall be incorporated into all operations to ensure that *soil* is not spilled or tracked onto public or private roads and to ensure that any *soil* spilled or tracked onto public or private roads is promptly cleaned.

## **10. Right to Enter and Inspect**

- 10.1 The *Director* has the right, at all reasonable times, to enter on and inspect any *land*:
- a) to determine whether the site conditions are compatible with the proposed *earthwork*;
  - b) to determine the completeness and accuracy of an application;
  - c) to administer and enforce this bylaw.

## **11. Security**

- 11.1 A *permit* can not be issued until the applicant submits a security in the form of an irrevocable letter of credit, bank draft, or cash. The security shall be in the amount of \$500 dollars plus \$2.00 for each cubic metre of *earthwork* in excess of 300 cubic metres proposed in the application up to a maximum of \$10,000. Letters of credit are required to be in the form as set out in Schedule 'C' – Letter of Credit, attached to and forming part of this bylaw.
- 11.2 The District will not return the security, or any portion thereof, until the *permit holder* has paid all fees and penalties and has completed the *earthwork*, restoration, and all other *permit* requirements in accordance with the *permit* and this Bylaw.

## **13. Topsoil**

- 13.1 *Topsoil* shall not be *removed* from any *land* unless the *removal* is approved by the *Director* and only after restoration has been completed and sufficient topsoil has been placed to support the growth of vegetation.

## **14. Tracking of Soil**

- 14.1 A *permit* holder shall ensure that no *soil* adheres to vehicles leaving the *permit lands* and shall *remove* any such *soil deposited* on *District* roads as a result of such *earthwork* within the timeframe outlined on the written notice. Failure to comply with the said notice may result in the *District* attending to the necessary cleanup and assessing a charge to the owner of the *permit lands*.

## **15. Suspension, Cancellation, or Amendment**

- 15.1 The *Director* may suspend or cancel all or portions of a *permit* if:
- a) there has been a contravention of any term, condition, or requirement of the *permit* or this Bylaw;
  - b) the application, plans, or reports provided, pursuant to this Bylaw, are found to be misleading, false, or omitted to state a material fact, the omission of which made the information or plans provided false or misleading; or
  - c) the *Director* is notified that the *qualified professional's* contract in relation to the *permit* has been terminated, changed, or limited.
- 15.2 The *Director* will notify the *permit holder* of the suspension or cancellation through a Stop Work Order.
- 15.3 The Stop Work Order will be provided in writing and will contain a written description of the reasons for the suspension or cancellation.

- 15.4 The Stop Work Order will be posted on the *permit land* and once posted all *earthwork* operations identified in the Stop Work Order shall immediately stop and shall not recommence until the suspension is rescinded in writing by the *Director*.
- 15.5 The Stop Work Order shall remain in effect until the reasons for the suspension or cancellation are addressed to the satisfaction of the *Director*.
- 15.6 If the scope or nature of the *earthwork* operations authorized by the *permit* change, the *Director* may require that the *permit* be amended and the *permit holder* may be required to submit:
- a) amended plans, data, and specifications;
  - b) a new application for a *permit* with revised *permit* fees and securities.

## **16. Completion**

- 16.1 Upon completion of the *Earthwork* the *permit holder* shall submit to the *Director* a report that confirms the *earthwork* was carried out and completed in accordance with the conditions of the *permit*. The *Director* may require this report to be prepared by a *qualified professional*.

## **17. Offences**

- 17.1 An offence is committed against this Bylaw by every person who:
- a) conducts any *earthwork* without a *permit* where a *permit* is required;
  - b) violates any provisions of this Bylaw;
  - c) fails to comply with any of the terms or conditions of a *permit*;
  - d) allows any act or thing to be done in contravention or violation of this Bylaw or any part of the *permit*;
  - e) in the case of the owner or occupier of the *permit land*, fails to prevent any other person from contravening any part of this Bylaw or a *permit*, or
  - f) fails to comply with any order or notice given under this Bylaw.

## **18. Penalties**

- 18.1 Any person who commits an offence under this Bylaw or a *permit* is:
- a) liable upon summary conviction to a fine of not less than five hundred dollars and not more than ten thousand dollars or in default of payment thereof, imprisonment for a term not exceeding six months;
  - b) required to compensate the *District* for any damage to *District* drainage facilities, *utilities*, rights of way, or other *District* property or facilities which occurs as a result of the *earthwork* operation.
- 18.2 Each day any violation, contravention, or breach of this Bylaw continues shall be deemed to be a separate and distinct offence.
- 18.3 Nothing in this Bylaw shall limit the *District* or any other jurisdiction from pursuing any other remedy that would otherwise be available for the contravention of this Bylaw.

## **19. Enforcement**



- 19.1 If a *permit holder* does not comply with this Bylaw or the *permit*, the *District*, its agents or contractors may enter upon the *permit lands* and carry out any action required to remedy such non-compliance, or repair any resulting damage and the *District* may deduct all costs of such action from the security.
- 19.2 Notwithstanding anything herein to the contrary, failure to comply with any of the terms and conditions of this Bylaw shall be considered an offence against this bylaw, for which the security, or parts thereof, may be forfeited.
- 19.3 This Bylaw is designated as a bylaw that may be enforced by means of Municipal Ticket Information under the Community Charter or a Bylaw Notice under the *Local Government Act Bylaw Notice Enforcement Act*.

## **20. Severability**

- 20.1 If any section, subsection, clause, or phrase of this bylaw is for any reason held to be invalid or illegal by a decision of any Court of competent jurisdiction it shall be severable. Such a decision shall not affect the validity of the remaining sections subsections, clauses, or phrases of this bylaw.

## **21. Indemnity**

- 21.1 In consideration of the *District* issuing a *permit* to conduct *earthwork*, the *permit holder* agrees to indemnify and save harmless, the *District* and its officials, employees, agents, successors, and assigns from all loss, damage, cost, actions, suits, debts, accounts, claims, and demands which the *District* or any of its elected officials, employees, agents, successors, and assigns may suffer or incur or be put to arising out of or in connection with anything done or admitted to be done on the *permit land* by the *permit holder* or by any person for whom the *permit holder* is responsible in law.

## **22. Schedules**

Schedules 'A' – Application for Earthwork Permit, 'B' – Assurance of Qualified Professional and Commitment for Field Review, and 'C' – Letter of Credit are attached to and form part of this Bylaw.

## **23. Headings**

- 23.1 The headings to the provisions of this bylaw are inserted for convenience and do not form part of this bylaw.

## **24. Effective Date**

- 24.1 This Bylaw shall come into full force and effect upon adoption.

Read a first, second, and third time this 12<sup>th</sup> day of May, 2008.

Adopted by the Municipal Council of the District of Summerland this 14<sup>th</sup> day of December, 2009.

'Janice Perrino'

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Mayor

'Gillian D. Matthews'

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Corporate Officer



# District of Summerland

*"Building a Unique Community with Quality, Efficiency and Respect"*



## Engineering and Public Works Bylaw 2000-290 - Schedule 'A'

### Application for Earthwork Permit

Name of Applicant: \_\_\_\_\_  
(if applicant is not the owner of the property, written consent of the Land Owner is required—Agency Agreement)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

It is understood that the completion of this form constitutes an application only, and the works applied for will not commence until this *permit* has been approved by the *District* and *permit* approval signs have been posted. In consideration of the *District* issuing a *permit* to conduct *earthwork*, the *permit holder* agrees to indemnify and save harmless, the *District* and its officials, employees, agents, successors, and assigns from all loss, damage, cost, actions, suits, debts, accounts, claims, and demands which the *District* or any of its elected officials, employees, agents, successors, and assigns may suffer or incur or be put to arising out of or in connection with anything done or admitted to be done on the *permit land* by the *permit holder* or by any person for whom the *permit holder* is responsible in law.

Date of Application: \_\_\_\_\_ Signed: \_\_\_\_\_

#### Location of Earthwork:

Civic Address: \_\_\_\_\_ Legal Description: \_\_\_\_\_

Description and Purpose of Proposed Earthworks: \_\_\_\_\_

Copy of all Right-of-Way and Easement Plans and Documents over the *land* attached:

Start Date of Proposed Works: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Completion Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year day month year

Quantity of soils to be removed, *deposited*, or moved: \_\_\_\_\_ m<sup>3</sup>

Is number of arable hectares changing? Yes \_\_\_\_\_ No \_\_\_\_\_

Depth of excavation or fill: \_\_\_\_\_ m \_\_\_\_\_ m  
(maximum) (average)

Non-refundable fee in the amount of \$200.00 (minimum) is payable to the District of Summerland.  
(*permit* application fee as specified in the Fees and Charges Bylaw No. 98-001 as amended from time to time)





# District of Summerland

*"Building a Unique Community with Quality, Efficiency and Respect"*

## Engineering and Public Works Bylaw 2000-290 - Schedule 'B'



### Assurance of Qualified Professional and Commitment for Field Review

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Re: **Application for Soil Removal / Soil Deposit at**

\_\_\_\_\_  
(civic address and legal description)

I, the undersigned registered professional engineer / landscape architect / land surveyor hereby give assurance that:

1. I am familiar with the environmental protection policies of the District of Summerland as expressed in the District of Summerland Official Community Plan.
2. I have considered and informed the owner and/or the applicant of alternative designs for the proposed work that may reduce the environmental impacts and transportation requirements of the proposed works.
3. The development of the property described above in compliance with the applicable land use regulations of the District of Summerland cannot be reasonably achieved without the removal / *deposit* of soil in the quantities and manner as shown on the plans, specifications, and supporting documents prepared and signed by me and attached to this letter.

I give further assurance that the design, location, quality, nature, depth, volume, and configuration of the removal of soil / *deposit* of soil or other material and works to be constructed and undertaken in support of and in relation thereto, all as shown on the plans, specifications, and supporting documents prepared and signed by me and attached to this letter:

4. Are consistent with the regulations and operating standards of the District of Summerland Bylaw No. 2000-290, a bylaw to control the removal and *deposit* of soil within the District of Summerland.
5. Constitute sound, reasonable soil removal and *deposit* practice.
6. When, and if, carried out in conformance with such plans, specifications and supporting documents, will not constitute any reasonably foreseeable risk or hazard to persons or property.

The undersigned undertakes to conduct such supervision, testing and field review as is necessary to ensure the soil removal / soil *deposit* complies with the plans, specifications and supporting documents attached hereto.

I assure you that I have been given the authority by the owner of the lands on which the soil is to be removed / *deposited* and by the applicant for the *permit* (if different from the owner) to stop, remove or

redirect the removal of soil / *deposit* of soil as required in my judgment and as required to comply with the plans, specifications, and supporting documents attached hereto and Bylaw No. 2000-290.

I will notify you in writing immediately if my contract for field review, testing or supervision is terminated or limited at any time before the completion of soil removal / soil *deposit* described in the plans, specifications and supporting documents attached hereto.

(Affix professional seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address  
\_\_\_\_\_

I, the applicant for the Soil Removal / Soil Deposit Permit for the removal of soil / *deposit* of soil including the authority to stop the removal of soil / *deposit* of soil, or redirect it as set out in this letter. I acknowledge and understand that all authority and permission to remove soil / *deposit* soil under any *permit* issued to me pursuant to any application will automatically cease and be suspended if the *qualified professional's* services are terminated or limited and will not be reinstated until such time as another *qualified professional* submits to you a signed and completed letter in this form.

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant for Permit

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address  
\_\_\_\_\_

or:

The Corporate Seal of \_\_\_\_\_

was hereto affixed in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



# District of Summerland

*"Building a Unique Community with Quality, Efficiency and Respect"*

## Engineering and Public Works Bylaw 2000-290 - Schedule 'C'



### Letter of Credit

(Date)

(Financial Institution)  
(Address of Financial Institution)

District of Summerland  
P.O. Box 159  
Summerland, BC V0H 1Z0

Dear Madam / Sir:

**RE: Enter permit number or Address of Permit Land**

At the request of \_\_\_\_\_ (the owner / customer), we hereby establish in your favour our irrevocable credit for a sum not exceeding \$ \_\_\_\_\_. This credit shall be available to you by sight drafts drawn on the

\_\_\_\_\_  
(Name and Address of Financial Institution)

when supported by your written demand for payment upon us.

This letter of credit is required in connection with an undertaking by the Owner to pay for \_\_\_\_\_ required in connection with an Earthwork Permit.

We specifically undertake not to recognize any notice of dishonour of any sight drafts that you shall present to us for payment under this Letter of Credit.

You may make partial drawings or full drawings at any time.

We shall honour your demand without inquiring whether you have a right as between yourself and our customer. This Letter of Credit will expire on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ subject to the condition hereinafter set forth.  
day month year

It is a condition of this Letter of Credit that it shall be deemed to be automatically renewed and extended without amendment for one year from the present or any future expiry date hereof, unless thirty days prior to such expiry date, we notify the Director of Engineering and Public Works of the District of Summerland in writing, by registered mail, that we elect not to consider this Letter of Credit to be renewed for an additional period. Upon receipt of such notice, you may draw hereunder by means of your written demand for payment.

Our reference for this Letter of Credit is \_\_\_\_\_

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Signature)