



**Planning Committee  
Electronic Meeting**

**Anderson Room, City Hall  
6911 No. 3 Road  
Tuesday, October 7, 2025  
4:00 p.m.**

Pg. #      ITEM

MINUTES

PLN-3      *Motion to adopt the **minutes** of the meeting of the Planning Committee held on September 16, 2025.*



NEXT COMMITTEE MEETING DATE

October 21, 2025, (tentative date) at 4:00 p.m. in the Anderson Room.

PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY SANSTOR FARMS LTD. FOR AN AGRICULTURAL LAND RESERVE NON- FARM USE (SAND STORAGE AND TRUCK PARKING) AT 14671 WILLIAMS ROAD**  
(File Ref. No. AG 25-019652) (REDMS No. 8166569)

PLN-6

**See Page PLN-6 for full report**

*Designated Speakers: Kevin Eng and Joshua Reis*

STAFF RECOMMENDATION

*That authorization to forward an Agricultural Land Reserve Non-Farm Use application to the Agricultural Land Commission for the storage of sand and commercial vehicle truck parking by Sanstor Farms Ltd.be denied.*

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2. **APPOINTMENT OF APPROVING OFFICER**

(File Ref. No. 01-0172-02) (REDMS No. 8140014)

PLN-61

See Page PLN-61 for full report

*Designated Speaker: Joshua Reis*

STAFF RECOMMENDATION

*That Chris Bishop, Manager, Development – East, be appointed as an Approving Officer in accordance with Section 77 of the Land Title Act.*

☐

DEPUTY CAO'S OFFICE

3. **HOUSING AGREEMENT AMENDMENT APPLICATION FOR 7811 ALDERBRIDGE WAY**

(File Ref. No. 08-4057-05) (REDMS No. 8159105)

PLN-63

See Page PLN-63 for full report

*Designated Speaker: Greg Newman*

STAFF RECOMMENDATION

*That Housing Agreement (7811 Alderbridge Way) Bylaw No.10090, Amendment Bylaw No. 10645 be introduced and given first, second, and third readings.*

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4. **MANAGER'S REPORT**

ADJOURNMENT

☐



## Planning Committee

Date: Tuesday, September 16, 2025

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Alexa Loo  
Councillor Chak Au (by teleconference)  
Councillor Carol Day  
Councillor Andy Hobbs

Also Present: Councillor Michael Wolfe (by teleconference)

Call to Order: The Chair called the meeting to order at 4:00 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on September 3, 2025, be adopted as circulated.*

**CARRIED**

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY BOATHOUSE DESIGN GROUP INC. FOR REZONING AT 16960 RIVER ROAD AND PID 005-478-111 FROM THE “AGRICULTURE (AG1)” ZONE TO THE “INDUSTRIAL STORAGE (IS1)” ZONE**

(File Ref. No. RZ 22-013271) (REDMS No. 8154033)

Staff provided an overview of the application.

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Discussion ensued regarding (i) future transportation infrastructure, consistent with the Interim and Long-Term Action Plan for the 16000 Block of River Road and the City's long term transportation objective to establish a dedicated industrial service road, (ii) the proposed commercial truck parking and storage use that would provide parking for 14 commercial trucks, (iii) tree protection, including five trees located off-site on the neighbouring property to the west and 26 untagged trees located in the southern portion of the site, (iv) tree replacement and the replacement ratio as per the Official Community Plan (OCP), and (v) the Riparian Management Area along the subject property and the Environmentally Sensitive Area designation.

In response to a query from Committee, staff advised that should Committee endorse this application and Council grant first reading to the OCP amendment and rezoning bylaws, the bylaws will be forwarded to the October 20, 2025 Public Hearing.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10710, for the rezoning of 16960 River Road and PID 005-478-111 from the "Agriculture (AG1)" zone to the "Industrial Storage (IS1)" zone to permit Commercial Vehicle Parking and Storage, be introduced and given first reading.*

**CARRIED**

**2. HERITAGE ALTERATION PERMIT APPLICATION AT 3580 MONCTON STREET, UNIT 100 (HEPWORTH BLOCK)**

(File Ref. No. HA 24-045011) (REDMS No. 8132435)

Staff provided an overview of the application.

Councillor Loo expressed gratitude to the Richmond Heritage Commission.

It was moved and seconded

*That a Heritage Alteration Permit be issued for the protected heritage building at 3580 Moncton Street (Hepworth Block) which would permit a new sign and exterior painting on unit 100.*

**CARRIED**

**3. APPLICATION BY MAVIC PROPERTIES LTD. FOR REZONING AT 8680, 8700, 8720 NO. 2 ROAD FROM "SMALL-SCALE MULTI-UNIT HOUSING (RSM/L)" ZONE TO "LOW DENSITY TOWNHOUSES (RTL4)" ZONE**

(File Ref. No. RZ 22-021101) (REDMS No. 8115295)

Staff provided an overview of the application.



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In response to queries from Committee, staff advised that (i) when a Statutory Right-of-Way (SRW) and Public Right of Passage (PROP) are registered on a property, they are registered over the common property and once registered, the Land Title Office transfers the SRW and associated entitlements on the common property to each individual strata lot, (ii) registration of a legal agreement on Title is required, which will be identified on the subject property at the time of purchase and reviewed with purchasers by the notary public or lawyer, thereby ensuring that buyers are aware of the SRW/PROP, and (iii) as part of any strata development, there is a required declaration that the developer must file with the registrar that lists all separate titles and charges that would be applicable to the lot.

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10701, for the rezoning of 8680, 8700, 8720 No. 2 Road from “Small-Scale Multi-Unit Housing (RSM/L)” zone to “Low Density Townhouses (RTL4)” zone, be introduced and given first, second and third readings.*

**CARRIED**

**4. MANAGER’S REPORT**

*None.*

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:16 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, September 16, 2025.

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Councillor Bill McNulty  
Chair

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Shannon Unrau  
Legislative Services Associate



# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** September 24, 2025

**From:** Joshua Reis  
Director, Development

**File:** AG 25-019652

**Re:** Application by Sanstor Farms Ltd. for an Agricultural Land Reserve Non-Farm Use (Sand Storage and Truck Parking) at 14671 Williams Road

### Staff Recommendation

That authorization to forward an Agricultural Land Reserve Non-Farm Use application to the Agricultural Land Commission for the storage of sand and commercial vehicle truck parking by Sanstor Farms Ltd. be denied.

Joshua Reis  
Director, Development  
(604-247-4625)

Att. 8

| REPORT CONCURRENCE |                                     |                                |
|--------------------|-------------------------------------|--------------------------------|
| ROUTED TO:         | CONCURRENCE                         | CONCURRENCE OF GENERAL MANAGER |
| Transportation     | <input checked="" type="checkbox"/> |                                |
| Policy Planning    | <input checked="" type="checkbox"/> |                                |

## Staff Report

### Origin

Sanstor Farms Ltd. (Directors – B. Mathers; J. Mathers) has submitted an Agricultural Land Reserve (ALR) Non-Farm Use application to permit the storage of sand on the eastern 5 ha. (12.4 ac.) portion of the subject site. Commercial truck parking is proposed on the remaining western 3.15 ha. (7.8 ac.) portion of the subject site. A location map and air photo of the subject site is provided in Attachment 1. The property is located in the ALR, designated “Agriculture (AGR)” in the Official Community Plan (OCP) and zoned “Agriculture (AG1)”.

The proposed non-farm use application is inconsistent with the applicable land use designations and policies of the City and Metro Vancouver, and the purpose of the Agricultural Land Commission, generally including the following:

- **OCP and Farming First Strategy:** the subject property is designated for agriculture in the City’s OCP and the Metro Vancouver Regional Growth Strategy (RGS). Policies in the City’s OCP and Farming First Strategy also include protecting the ALR, discouraging non-farm uses in the ALR, and encouraging the use of ALR land for farming. The proposal is contrary to the local and regional land use designations and policies.
- **Agricultural Land Commission (ALC) Act:** the subject property is in the ALR and subject to the *ALC Act*. As per the *ALC Act*, the purpose of the Commission is to preserve the ALR, encourage farming, and accommodate farm use. The proposal is contrary to the stated purpose of the ALC.
- **Industrial Land Intensification Initiative:** the City’s Industrial Land Intensification Initiative (ILII) includes policy to protect and strengthen existing industrial zoned and designated land, rather than expanding into non-industrial agricultural areas. The proposal to allow industrial uses on agricultural land is contrary to this policy.

Staff are recommending that authorization to forward the proposed non-farm use application to the ALC be denied. Should City Council deny the application, the application will not be forwarded to the ALC for their consideration.

### Background

#### Previous ALR Non-Farm Use Application (AG 16-734186)

The applicant submitted a previous ALR Non-Farm Use application (AG 16-734186) that proposed using the eastern 5 ha (12.4 ha) portion of the site for sand storage. The remaining areas of the site were proposed to be farmed with various soil and site improvements to be undertaken based on the recommendations of the applicant’s consulting agrologist.

The City staff report dated July 13, 2017 recommended that the application be denied. Council considered the application at its meeting of July 24, 2017 and resolved to forward the application to the ALC for consideration.

On January 16, 2018, the South Coast Panel of the ALC released its decision that the majority of the Panel approved the non-farm use application. However, on January 31, 2018, the City was informed that the ALC Chair had reviewed the decision made by the Panel and had referred the

matter to the Executive Committee of the Commission for reconsideration citing concerns that the Panel's decision may not fulfill the purpose of the ALC in accordance with the *ALC Act*.

On April 17, 2018, the Executive Committee reversed the decision of the South Coast Panel and refused the non-farm use application for sand storage on the subject property. In its decision the Executive Committee indicated that the majority of the Committee found that the proposal does not preserve agricultural land as:

- the proposal is an industrial use and is therefore more appropriately located on land that is available outside of the ALR; and,
- the property would be used indefinitely for an industrial use that is more appropriately located outside of the ALR.

The applicant did not request any further reconsideration of the Executive Committee's decision at that time.

#### History of Activities on the Site

The subject site has an Environmentally Sensitive Area (ESA) designation that applies to a majority of the east portion of the property. A location map of the ESA is provided in Attachment 2. On the west portion of the property, the owner leases this area to a farmer who operates a vegetable farm on the property. Since 2018, the subject property has received Farm Class status in accordance with the site's BC Assessment.

In January 2021, City staff observed land clearing activities on the subject site that involved ESA designated areas and contacted the Owner to request information regarding these activities. In June 2021, the applicant submitted the current notice of assessment from BC Assessment to confirm the Farm Class status of the property. In addition, a letter (Attachment 3) was provided at that time from Sanstor Farms Ltd. confirming the owner's intention to expand the existing agricultural operations onto the recently cleared area. In accordance with Provincial *Farm Practices Protection (Right to Farm) Act* legislation which supersedes the City's ESA Development Permit, a Development Permit is not required for farming activity.

Since the above clearing activities that occurred in 2021, no further on-site activities have been undertaken to further expand agricultural production on the subject site in accordance with the owners previously submitted correspondence and the area cleared remains fallow.

#### **Surrounding Development**

To the North: an Agriculture (AG1) zoned property that is located in the ALR.

To the East: an Industrial (I) zoned property which is proposed to be developed into a multi-phased industrial development (15111 Williams Road). This neighbouring site currently contains the sand storage facility operated by the applicant on land leased from the property owner (Montrose Industries). This area is not in the ALR.

To the South: on the west side of Triangle Road, an Agriculture (AG1) zoned property and located in the ALR with a single detached house, greenhouse farming activity and

soil based agriculture. On the east side of Triangle Road, a Light Industrial (IL) zoned property not in the ALR that is owned by the City of Richmond.

To the West: an Agriculture (AG1) zoned property located in the ALR containing soil based agricultural activities.

### **Findings of Fact**

A Development Application Data Sheet providing details about the development proposal is contained in Attachment 4. A general plan of the proposed land uses and surrounding context is provided in Attachment 5. The applicant's Agrologist Report submitted in support of the ALR Non-Farm Use application is provided in Attachment 6.

The subject site contains an existing single-family dwelling fronting Williams Road which the applicant has noted is occupied. The applicant has indicated that the western 3.15 ha. (7.8 ac.) portion of the property is currently being leased to a vegetable farmer on a year-to-year basis. The eastern 5 ha. (12.4 ac.) of the subject site, has been cleared of existing vegetation and trees and windrowed on the site.

Mathers Bulldozing, which is a subsidiary of Sanstor Farms Ltd., currently operates a dredged river sand storage facility on industrial zoned lands adjacent to the subject property at 15111 Williams Road (owned by Montrose Industries – formerly Ecowaste Industries). Mathers Bulldozing currently leases the land from Montrose Industries. The applicant has indicated that their current year-to-year lease will end in 2026 and has advised that the property owner is not willing to continue this lease as a result of the Montrose Industries industrial redevelopment plans for their lands.

The applicant's current sand storage operations located at 15111 Williams Road rely on the site's close proximity to the south arm of the Fraser River to ensure infrastructure consisting of piping and pumps is capable of transporting the dredged river sand to the site and that the dredged sand meets the criteria that Mathers Bulldozing and their clients requires for both agricultural and construction applications based on the quality and composition of the materials.

### **Proposed Sand Storage Operation**

The proposed sand storage operations would occupy the eastern 5 ha. (12.4 ac.) of the subject site, which would be relocated from their current location on the neighboring site at 15111 Williams Road. Equipment and infrastructure (pumps and piping) to move the dredged sand from the river to the subject site would be required. This existing infrastructure that services current operations at 15111 Williams Road would need to be modified to service the subject site.

The total specific volume of dredged river sand to be stored on the eastern portion of the property or related information about height of potential sand storage piles or their setback from current property lines has not been provided in the application. The application notes that the sand storage activities and amount of materials placed on the subject site is dependent on dredging activities from the river.

Once on-site, the stored sand would then be sold and transported off-site with dump trucks for various agricultural and construction related applications. River sand dredging and storing operations provides a service to the agricultural and construction industry.

The applicant has indicated that the approximate proportion of sand provided for agricultural activities is 25% and the remaining 75% of sand materials is provided to other construction related activities and that these proportions are subject to change as result of market demand and conditions. Additional supporting installations/structures on-site would include use of the existing dwelling as an office and installation of an on-site scale.

#### Proposed Commercial Vehicle (Truck) Parking Operation

Commercial truck parking is proposed on the western 3.15 ha. (7.8 ha.) of the subject property which is currently leased to a vegetable farmer and is actively farmed.

The applicant's proposal indicates that approximately 130 trucks can be accommodated within this area. Site preparation activities would include the placement of a sand base (approximately 1 m depth) that would be capped with 0.3 m of road base gravel for the proposed truck parking area. The applicant has indicated that they will not operate the proposed truck parking facility, nor do they have an agreement in place with a potential operator at this time. Sanstor Farms Ltd. has indicated they would be open to leasing the commercial truck parking area to a qualified operator or to the City of Richmond at a nominal lease cost and to cover annual property taxes. Any future operator would determine the overall operational parameters of the facility.

#### Duration and Future Site Reclamation

The applicant has indicated that proposed duration of the sand storage and truck parking operations is 25 years or sooner in the event that Sanstor Farms Ltd. cease proposed activities on the subject site.

After the 25-year period, the applicant proposes to undertake site reclamation and includes:

- Removal of equipment and infrastructure associated with the sand storage operations (i.e., scale and supporting structures).
- Removal of the gravel road base and retain and/or place sand over the entire site to achieve a finished grade approximately 1.0 m elevation above Geodetic Survey of Canada (GSC).
- Import and place Class A compost to a depth of 0.3 m on top of the sand and cultivate to a depth of 0.6 m.
- Install subsurface drainage and suitable irrigation in accordance with a plan prepared by a professional agrologist.
- The applicant has identified a cost estimate (including contingency) of \$850,000 to undertake these reclamation activities.

In BC, agricultural land capability is classified into seven classes (Classed 1 to 7). Class 1 land is considered the best soil for farming with minimal limitations whereas the limitations increase between Class 2 to Class 5 lands. Class 6 and 7 lands have limitations that preclude arable agricultural activities yet are capable of sustaining native and/or perennial uncultivated agriculture. The applicant's consulting agrologists has assessed the subject site as follows:

- Current condition – Class 5 with soil and drainage limitations.
- Future condition (after reclamation) – Class 2 so long as drainage and irrigation improvements in place.

#### Applicant's Proposal to Include Land into the ALR – Deroche, BC

In the applicant's ALR Non-Farm Use application submission package, reference is made to a separate application to include 12.2 ha. (30.2 ac.) of land into the ALR in Deroche, British Columbia, which is located in the Fraser Valley north of the Fraser River and north east of Chilliwack. There is no operational linkage between the property in Deroche and the subject site at 14671 Williams Road.

The Deroche application for inclusion of land into the ALR was approved by the Fraser Valley Regional District Board and has been submitted and received by the ALC for processing on August 1, 2025. This ALR inclusion application references that it is coincident with the subject ALR Non-Farm Use application submitted by Sanstor Farms Ltd. for the subject property.

While the inclusion of land in Deroche provides an increase in ALR land provincially, the inclusion of these lands does not benefit agricultural activities in Richmond.

#### **Related Policies and Studies**

##### 2041 Official Community Plan / Farming First Strategy

The Official Community Plan (OCP) land use designation for the subject property is "Agriculture (AGR)", which comprises of those areas of the City where the principal use is agriculture and food production, but may include other land uses as permitted under the *ALC Act*.

The proposed non-farm use application is inconsistent with the land use designation and applicable policies in the OCP/Farming First Strategy and ILII:

| OCP Policy / Farming First Strategy / ILII                                              | Subject Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maintain the existing ALR boundary and do not support a loss of ALR land.               | <ul style="list-style-type: none"> <li>• The property is located in the ALR and subject to the <i>ALC Act</i>.</li> <li>• The proposal is to use the property for a sand storage facility and commercial truck parking, which are both industrial uses.</li> <li>• Allowing the property to be used for industrial uses undermines the intent of the policy to protect the ALR for farming.</li> <li>• The proposal for the sand storage facility and truck parking would remove the ability for agricultural land in the ALR to be farmed until these activities conclude and the land is reclaimed to a suitable agricultural standard.</li> </ul> |
| Continue to encourage the use of the ALR land for farming and discourage non-farm uses. | <ul style="list-style-type: none"> <li>• The purpose of the application is to use the land for non-farm use (storage of sand and commercial truck parking).</li> <li>• The western 3.15 ha. (7.8 ac.) is currently farmed and the subject property has Farm Class in accordance with the current BC</li> </ul>                                                                                                                                                                                                                                                                                                                                       |



| OCP Policy / Farming First Strategy / ILII                                                                                                                          | Subject Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                     | <p>Assessment for the subject property. Current farming activities on the subject site would be removed as a result of the proposal.</p> <ul style="list-style-type: none"> <li>• The proposal prioritizes use of the subject site for non-farm uses. Farming would not occur until the non-farm uses conclude and agricultural reclamation activities are complete.</li> <li>• Although site specific challenges exist for the subject site that currently limit agricultural capability, the applicant's agrologist has demonstrated a farm reclamation plan that can improve the agricultural capability of the site. Allowing non-farm uses on the subject site is contrary to City land use policies to ensure that agricultural production remains the primary use of agricultural land.</li> <li>• There is appropriately zoned land in the city that accommodate sand storage facilities and commercial truck parking.</li> </ul> |
| Coordinate with Metro Vancouver to support the Regional Growth Strategy, which includes agricultural designations and policies for protection of agricultural land. | <ul style="list-style-type: none"> <li>• The subject property is designated "Agriculture" in the Metro Vancouver Regional Growth Strategy.</li> <li>• The proposal is not consistent with the regional land use designation and does not support agricultural viability.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Industrial Lands Intensification Initiative (ILII) - Policies to protect and strengthen existing industrial zoned and designated land.                              | <ul style="list-style-type: none"> <li>• The proposal to allow industrial uses on agricultural land is contrary to this policy.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

### Subject Site Current Zoning – Agriculture (AG1)

The current zoning of the subject property is Agriculture (AG1). The non-farm uses of sand storage facility operations and commercial truck parking are not permitted in the Agriculture (AG1) zoning for the subject site. If the ALR Non-Farm Use application is endorsed by Council and approved by the ALC, a future rezoning application will be required to amend the zoning that would need to take into account any applicable non-farm use approval conditions. The rezoning application will also involve a comprehensive technical review to be undertaken by applicable City stakeholders to ensure all issues are addressed.

### Current Zones that Allow for Sand Storage and Truck Parking

Sand storage activities are permitted in the Industrial (I) and Industrial Storage (IS) zoning districts. Commercial truck parking is permitted in all of the City's standard industrial zones (Industrial I; Light Industrial IL; Business Park Industrial IB1; Industrial Retail IR; Industrial Storage IS).

Commercial truck parking is also prohibited in the ALR. City Zoning Bylaw regulations only allow for truck parking in the ALR where those vehicles are utilized as part of a farm operation and owned/operated by an owner or occupant of the land. The City's restrictions for truck parking in the ALR are consistent with Provincial restrictions outlined in the *ALC Act* and *Agricultural Land Reserve Use Regulation* legislation.



### Environmentally Sensitive Area Designation and Riparian Management Area

The subject site has an ESA Development Permit Area designation over a majority of the eastern portion of the site and also around the north and west edges of the property. A map of the ESA designation on the subject site is provided in Attachment 2. In addition, a Riparian Management Area (RMA) runs along the south side of the subject property which is part of a watercourse within the Williams Road allowance. Provincial and City regulations restrict activities within the 5 m (16.4 ft.) RMA setback.

The submission of an ESA Development Permit application would be required if the ALC Non-Farm Use application is endorsed by Council and approved by the ALC. An ESA Development Permit application would be processed after but in coordination with a rezoning application. RMA would be part of the ecological and hydrological assessment submitted through the Rezoning and Development Permit applications that would be required if this ALR Non-Farm Use application is approved.

### **Consultation**

#### Food Security and Agricultural Advisory Committee

The subject proposal was reviewed by the City's Food Security and Agricultural Advisory Committee (FSAAC) on July 31, 2025. A majority of the FSAAC supported the following motion with two members opposed (see Attachment 7 for an excerpt of the July 31, 2025 FSAAC meeting minutes):

*That the Food Security and Agricultural Advisory Committee endorse the Non-Farm Use application at 14671 Williams Road.*

#### Applicant Submitted Correspondence

The applicant's submission package includes previous correspondence (2015) from businesses that use dredged river sand supplied by the applicant as part of their operations, some of which involve agricultural production. A letter (2019) from the Port of Vancouver is also submitted in relation to the proposed sand storage facility for the subject site. The correspondence submitted by the applicant as part of their submission is included in Attachment 8 and only references the proposed sand storage activities. No reference or support is communicated toward the proposed commercial truck activities.

### **Analysis**

The proposal is not consistent with land use policies for OCP designated Agricultural areas within the ALR. These land use policies support use of land that prioritizes active farming and agricultural production. The proposal includes a plan to undertake agricultural reclamation work on the subject property after conclusion of the non-farm uses proposed on the site and does not provide a more immediate benefit to agriculture.

Outdoor storage of sand and commercial truck parking are industrial in nature and support industrial activities and operations. Outdoor storage of sand would be permitted in the City's existing Industrial (I) and Industrial Storage (IS) zones across the City. Commercial truck parking is permitted in all standard industrial zones (Industrial I; Light Industrial IL; Business

Park Industrial IB1; Industrial Retail IR; Industrial Storage IS) across the City. These uses should be located on land that is designated and zoned for industrial purposes and not located in agricultural areas.

#### Locational Factors and Considerations

The sand storage component of the proposal is permitted in the Industrial (I) and Industrial Storage (IS) zones in the City. The current sand storage activities operated by the applicant (through Mathers Bulldozing) are located on leased land on the neighboring site to the east (15111 Williams Road) with appropriate Industrial (I) zoning. Due to the nature of the operations, the applicant notes specific locational criteria of being in close proximity to the south arm of the Fraser River that they need to consider when examining potential alternative locations. This is due to their operations involving dredging and pumping river sand directly onto their sand storage site. Furthermore, the applicant notes that the sand dredged from the south arm of the Fraser River meets the specific criteria (i.e., limited salinity levels and material composition) for the customers that purchase and use the sand.

Commercial truck parking is a permitted use in all standard industrial zones. The proposed use of the subject site for commercial truck parking is not based on the site's location or proximity to other uses. Proposals to use farmland for commercial truck parking are not supported and are not consistent with OCP land use policy for agricultural areas.

#### Future Development Applications Required if Non-Farm Use Application Approved

Should Council choose to endorse the ALR Non-Farm Use application, it will be forwarded to the ALC for review and consideration of the application. If the ALC approves the application a rezoning application and ESA Development Permit application would be required to be submitted to the City. Through these applications, a comprehensive technical review by City staff will be undertaken including, but not limited to, consideration of the following:

- any conditions associated with the City or ALC's decision or the separate ALR Inclusion application proposed in Deroche, BC;
- regulations on the height and volume of the sand piles, in addition to establishing minimum setbacks;
- review of all necessary private infrastructure necessary for the transportation of dredged river sand to the subject property to ensure City infrastructure is protected and any impacts are fully addressed;
- the road and transportation infrastructure surrounding this area is not designed for increased industrial traffic resulting from this proposal and as a result, the review and approval of a traffic management plan and assessment of transportation impacts and any necessary off-site road improvements to support increased commercial vehicle activity and maintain public safety will be required;
- for the proposed commercial truck parking activity, information to confirm who will be operating this facility (including applicable lease terms), operational information (hours; staffing requirements), required site installations and improvements to address matters related to site access/security, lighting, restroom and other driver amenity facilities and required site servicing (drainage and water service).

- secure appropriate mechanisms and bonding to ensure all associated agricultural remediation activities are implemented on the property once the proposed non-farm uses cease/conclude on the property;
- an ecological and hydrological assessment of the impact of the land use proposal on the areas designated as an ESA or RMA and identify how those impacts could be mitigated, managed and/or compensated and taking into account the previously described land clearing activities in 2021;
- securing a 5m RMA buffer along the south property line; and,
- dust mitigation measures.

**Financial Impact**

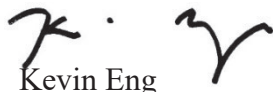
None.

**Conclusion**

Sanstor Farms Ltd. has submitted an Agricultural Land Reserve (ALR) Non-Farm Use application for the site at 14671 Williams Road that proposes a sand storage operation the eastern 5 ha. (12.4 ac.) portion of the site and commercial truck parking on the remaining western 3.15 ha. (7.8 ac.) portion of the site.

The subject application has been reviewed and is not consistent with the City's OCP and associated land use policies to preserve and protect agricultural land for farming purposes.

Staff recommend that ALR Non-Farm Use application at 14671 Williams Road be denied.



Kevin Eng  
Planner 3  
(604-247-4626)

KE:cas

Att. 1: Location Map

2: Environmentally Sensitive Area Map

3: Sanstor Farms Ltd. – Farming Letter (2021)

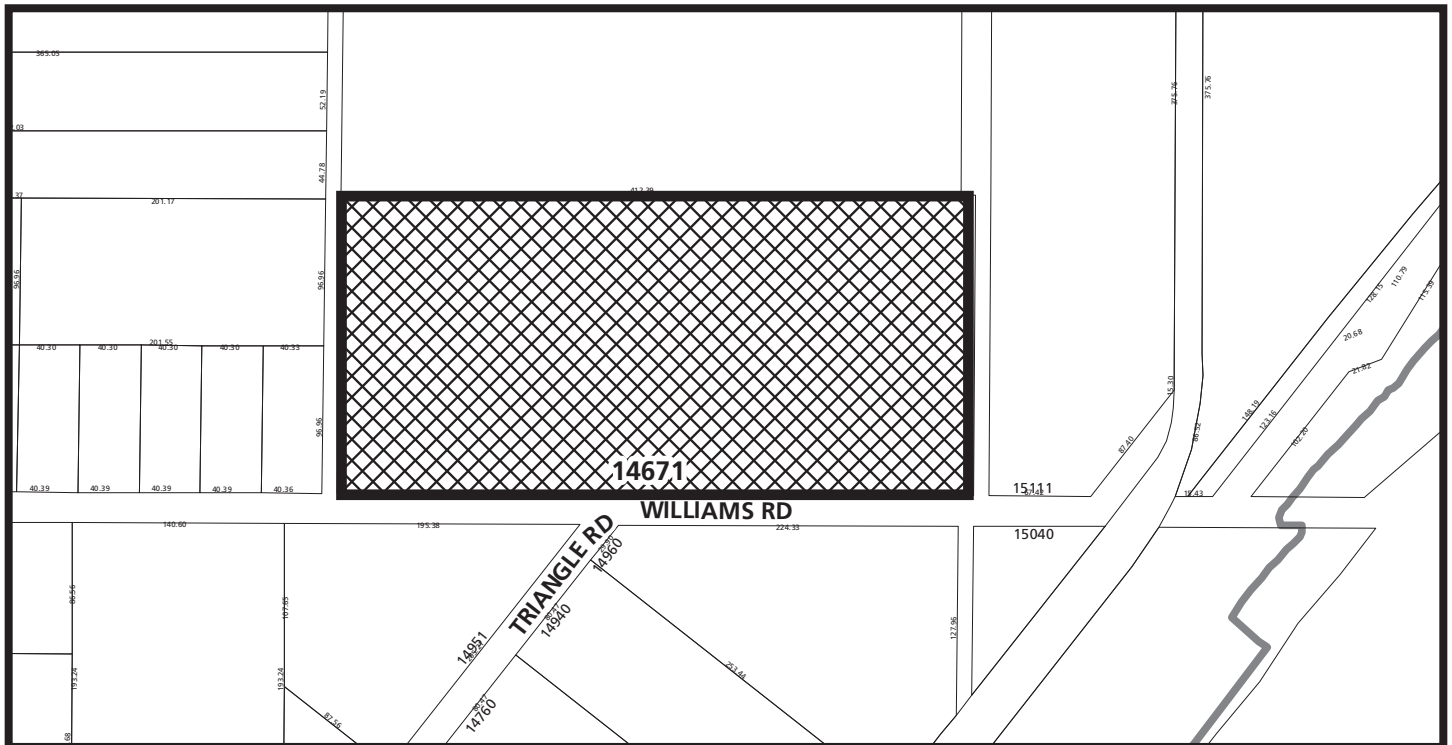
4: Development Applications Data Sheet

5: 14671 Williams Road – Proposed Land Uses

6: Submitted Agrologist Report (Excludes Appendices)

7: Excerpt of Food Security and Agricultural Advisory Committee July 31, 2025 meeting minutes

8: Applicant Submitted Correspondence



AG 25-019652

**PLN – 16**

Original Date: 07/17/25  
Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



AG 25-019652

PLN - 17

Original Date: 07/17/25  
Revision Date:

Note: Dimensions are in METRES





## Legend

-  Subject Site - 14671 Williams Road
-  ESA

### Note:

The information shown on this map is compiled from various sources and the City makes no warranties, expressed or implied, as to the accuracy or completeness of the information.

Users are reminded that lot sizes and legal description must be confirmed at the Land Title office in New Westminster.

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1:2,615

0 5 10 20  
**PLN - 18**



City of  
Richmond

September 19, 2025  
Prepared by Onkar Buttar





Sanstor Farms Ltd.  
11700 No. 5 Road  
Richmond, BC  
V7A 4E7

May 31, 2021

City of Richmond  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

Attn; Edwin Lee – City of Richmond

Sanstor farms Ltd. owns the farm located at 14671 Williams road. We have recently cleared all of the trees and placed into windrows to be mulched. The stand of trees consisted predominantly of European Birch with nearly all of the trees being dead due to the bronze birch borer.

It is Sanstor's farms goal to utilize this portion of land that the City of Richmond deemed and ESA as farmland. The 8 acres on the property which is currently being farmed will be increase to include the newly cleared area for the purpose of growing vegetables. Currently the farm has been producing Egg plants, Tinda, Squash and pumpkins.

Respectfully;



Bruce Mathers  
Sanstor Farms Ltd.



**AG 25-019652**

**Attachment 4**

Address: 14671 Williams Road

Applicant: Sanstor Farms

|                            | Existing                                                                                          | Proposed                                                                                                                                                                         |
|----------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Owner:</b>              | Sanstor Farms Ltd                                                                                 | No change                                                                                                                                                                        |
| <b>Site Size:</b>          | 8.4 ha (20.6 ac.)                                                                                 | No change                                                                                                                                                                        |
| <b>Land Uses:</b>          | West portion – farming field<br>East portion – fallow field<br>Existing house along Williams Road | West 3.15 ha. (7.8 ac.) – commercial truck parking<br>East 5 ha. (12.4 ha) – sand storage                                                                                        |
| <b>OCP Designation:</b>    | Agriculture (AGR)                                                                                 | No change                                                                                                                                                                        |
| <b>Zoning:</b>             | Agriculture (AG1)                                                                                 | Rezoning would be required to allow commercial truck parking and sand storage operations                                                                                         |
| <b>Other Designations:</b> | Agricultural Land Reserve (ALR)<br><br>Environmentally Sensitive Area (ESA) Designation           | Non-farm use for commercial truck parking and sand storage operations.<br><br>ESA Development Permit application required to address impacts, mitigation and compensation to ESA |





## Legend

-  Subject Property - 14671 Williams Road
-  ALR Boundary

**Note:**  
The information shown on this map is compiled from various sources and the City makes no warranties, expressed or implied, as to the accuracy or completeness of the information.  
Users are reminded that lot sizes and legal description must be confirmed at the Land Title office in New Westminster.  
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1:4,508

**PLAN - 21**



City of  
Richmond

September 17, 2025  
Prepared by Onkar Buttar





***C&F LAND RESOURCE CONSULTANTS LTD.***

*4383 Happy Valley Road, Victoria, B.C. V9C 3Z3  
(250)474-5072; fax:(250)474-5073; email: cflrc@shaw.ca*

**AGRICULTURAL LAND ASSESSMENT REPORT**

**FOR**

**14671 WILLIAMS ROAD, RICHMOND, B.C.**

**NON-FARM USE APPLICATION**

**Prepared for: Mr. Bruce Mathers  
Sanstor Farms Ltd.  
11700 No. 5 Road  
Richmond, B.C. V7A 4E7**

**Prepared by: Brian M. French, P.Ag.**

**Report date: July 28, 2025**

**Version: Revised from April 20, 2016**

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Appendix H: Letter from Bruce Richardson for Alternative Site Search

Appendix I: C&F Report on Search for Alternative Sites in Richmond

Appendix J: Letter from Tom Corsie, Vancouver Fraser Port Authority

### References

1. The Canadian System of Soil Classification; Soil Classification Working Group, Research Branch, Agriculture and AgriFood Canada; Publication 1646, Third Edition, 1998.
2. Soil Inventory Methods for BC (1995); Resource Inventory Committee; Province of British Columbia.
3. Land Capability Classification for Agriculture in British Columbia; MOE Manual 1; Ministry of Environment, Surveys and Resource Mapping Branch and Ministry of Agriculture and Food, Soils Branch; Kelowna British Columbia, April 1983
4. Criteria for Agricultural Capability Assessments; ALC Policy P-10, February 2024.
5. Expert Opinions In Agricultural Land Commission Matters; ALC Policy P-11, February 2024.
6. RAB Bulletin 18, Soils of the Langley - Vancouver Map Area; Report No. 15, British Columbia Soil Survey; Volume 1, Soil Map and Legend, Lower Fraser Valley (Scale 1:25,000); H.A. Luttmerding, Kelowna, 1980.
7. RAB Bulletin 18, Soils of the Langley - Vancouver Map Area; Report No. 15, British Columbia Soil Survey; Volume 3, Description of the Soils; H.A. Luttmerding, Kelowna, 1981.
8. Land Capability for Agriculture Langley - Vancouver Map Area; Surveys and Resource Mapping Branch, Ministry of Environment, Victoria, British Columbia, 1985



## **EXECUTIVE SUMMARY**

E. Mathers Bulldozing has operated a dredged sand site on land owned by Ecowaste Industries at the east end of Williams Road for decades. As Ecowaste transitions this site to industrial warehouse use, it is unwilling to continue the lease with Mathers and the year to year lease will terminate in 2026. Dredging of the Fraser River east of Massey Tunnel is critical to maintaining a safe channel in the river for mariners. The Mathers site has been used for decades as a depository for the dredged sand and it is important to find an alternative site. The Vancouver Fraser Port Authority is concerned that it will lose this critical river maintenance infrastructure unless the Sanstor site is approved because there are no other sites available in the local area.

A detailed survey of all sites along the Fraser River in Richmond determined that there are no unoccupied sites in Richmond which could support the sand storage facility and, in particular, no sites within a reasonable dredge pumping distance from the critical shipping channel site currently serviced by the Mathers site at Ecowaste.

Mathers, under a subsidiary company, Sanstor Farms Ltd., purchased the adjacent property to the west, the subject of this application with the intent to seek permission to move its sand storage operation onto the eastern 5 hectares of this property. Sanstor is requesting approval to carry out the sand storage operation for a period of 25 years and then decommission the site and reclaim it to Class 2 agricultural capability. Sanstor is also asking for approval to allow a commercial truck parking facility to be developed on the western 3.15 hectares of the site for a period of 25 years. This facility would help alleviate serious illegal truck parking which occurs on farmland in the ALR in Richmond.

A detailed soil survey and agricultural capability assessment was carried out in 2016 and it was determined that the property has severe soil and drainage based limitations at the Class 5 level which would be difficult to improve due to perennial high water tables and periodic flooding which damages or kills crops on the site. An unimproved Class 5 capability rating was applied because this problem is a regional drainage issue which the land owner cannot control.

The proposed sand storage site is well buffered from any agricultural activity and is a low impact use which does not produce significant dust or noise in this heavy industrial area. Similarly, truck parking is a low impact use on this heavily used truck route. The traffic volume would not change from the current operation except for a marginal increase due to the truck parking use. Williams - Triangle Road is a heavily used truck route.

Sanstor intends to offer inclusion of 12.2 hectares of high quality land in Deroche into the ALR to offset the temporary non-farm use on the Williams Road property. The property in Deroche is part of a large dairy operation on Nicomen Island and is used for forage production and dry cow-heifer pasture. This is very high quality land with 8.3 hectares of Class 1 to 3 capability on Marble Hill soils, the best in the Fraser Valley and sought after by farmers growing high value crops like raspberries, blueberries and vegetables. The land owners in Deroche are prepared to include a total 25.8 hectares of land into the ALR.

Allowing the sand storage facility to move to the Sanstor site and allowing the truck parking facility would not result in any significant loss of agricultural opportunity because the rented 3.15ha is suffering serious problem from flooding and high water tables during the growing season. The 5.0ha has not been farmed in recent memory. At the end of the 25 year term, the land would be reclaimed to Class 2 improved capability and brought into agricultural production.

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## **Update of April 20, 2016 Assessment of Land Use, Soils and Agricultural Capability for 14671 Williams Road, Richmond, B.C. as at July 28, 2025**

### **1. INTRODUCTION**

#### **1.1 Terms of Reference**

In 2015, you asked C&F Land Resource Consultants Ltd. (C&F) to carry out a soil survey and agricultural capability assessment and prepare a technical report on the property owned by Sanstor Farms Ltd. (Sanstor) legally described as: SOUTH HALF OF THE SOUTH EAST QUARTER SECTION 28 BLOCK 4 NORTH RANGE 5 WEST EXCEPT: SOUTH 33 FEET, NEW WESTMINSTER DISTRICT; PID: 003-464-504; civic address: 14671 Williams Road; +/-8.35 hectares. The purpose of this report was to support an application to the Agricultural Land Commission (ALC) to use the eastern +/- 5.0 hectares portion of the property for storage and processing of sand dredged from the Fraser River south arm.

The property is wholly located within the Agricultural Land Reserve (ALR) and any non-farm use is prohibited unless an approval from the ALC is secured to allow that use. Storage and processing of sand and commercial truck parking are proposed for this site and these are non-farm uses which would require an application under Section 25.1 of the ALC Act. An application made under Section 25.1 must be considered by the local government, City of Richmond (Richmond) and endorsed by a resolution of Council prior to it being considered by the ALC. The local government may refuse to endorse the application and this ends the application.

Sanstor intends to make a new application to Richmond and the ALC and this updated Report addresses any changes which have occurred in the intervening ten years.

#### **1.2 History of Application**

An application for a non-farm use to accommodate the non-farm use was submitted to the ALC and Richmond in 2016. The application was considered by Richmond and forwarded to the ALC for its consideration. Upon consideration by the South Coast Panel of the ALC, the non-farm use was approved with conditions. Subsequently, the ALC Chair, citing Section 33.1(1), decided to require reconsideration of the approval by the Executive Committee of the ALC which decided to reverse the Panel decision and refuse the application. A request for reconsideration under Section 33(1) was refused by the ALC.

### 1.3 **Current Situation**

Sanstor wishes to make a new application in support of a non-farm use to accommodate the sand storage facility on the eastern 5.0 hectares of the property and commercial truck parking on the western 3.15 hectares. Sanstor has asked that we review our April 20, 2016 report and describe any changes which may have occurred in the intervening eight years and note any changes which may be required to bring the report up to date. We have reviewed the 2016 report and found some changes which needed to be addressed but found that in the main, few significant technical changes needed to be made. However additional and new information has been developed in the interim period as follows:

- a) in 2017, C&F prepared an extensive review of possible sites in Richmond outside the ALR that might be used as an alternative to the Williams Road site for sand storage. C&F has reviewed this report and found that it is still relevant; details are discussed in Section 7.2;
- b) the western +/-3.15 hectares is rented to a local farmer who is growing ethnic vegetables. The annual rent is \$4,000.00/year or \$1,270/hectare. Sanstor provides a 50HP 4 wheel drive tractor and loader at no cost and Sanstor is responsible for repairs and pulling the farmer out of the muck, on a regular basis, when he gets stuck. The farmer suffers regular crop loss due to flooding during the growing season;
- c) a re-evaluation of the feasibility of carrying out agricultural capability improvements has been made based on observation of the field conditions over the intervening 10 years;
- d) the eastern wooded area of invasive European Birch had been cleared and the trees windrowed; the land is lying fallow due to severe soil and drainage limitations;
- e) a letter to Bruce Mathers from Tom Corse, Vice President, Real Estate, Vancouver Fraser Port Authority outlined the critical need for a dredge sand storage site near Williams Road upstream of the Massey Tunnel. This has been provided for decades by the Mathers site on Ecowaste land which will cease in 2026. Dredging the river is important to maintain safe passage for Mariners on the river;
- f) Sanstor has been asked by several City of Richmond councillors to consider making the western 3.15 hectares available for development of a legal commercial truck parking facility;
- g) an offer to include 12.2 hectares of land into the ALR in Deroche, B.C. to offset any loss of agricultural opportunity resulting from the temporary sand storage and truck parking non-farm uses has been added to the application and is described in Section 8.



#### 1.4 **Qualifications and Field Protocols**

A soils on site inspection of the subject lands and a review of surrounding lands was carried out on July 9, 2015 and this report summarizes the findings. The fieldwork and reporting was carried out by Brian M. French, P.Ag. an agricultural soil specialist with 46 years of professional experience and fully qualified to carry out soil survey and land capability classification. A resume of experience is included as Appendix A.

This report has been prepared under procedures and guidelines of the following documents: Canadian System for Soil Classification, Publication 1646 (1998)<sup>1</sup>; Soil Inventory Methods for British Columbia 1995<sup>2</sup>; the Land Capability Classification for Agriculture in British Columbia, M.O.E. Manual 1 (April 1983)<sup>3</sup>; Criteria for Agricultural Capability Assessments, ALC Policy P-10<sup>4</sup>; and Expert Opinion in Agricultural land Commission Matters<sup>5</sup>.

Soil conditions were determined by exposing a series of test pits using a mini-excavator equipped with a clean-out bucket. The pits were exposed to a depth which penetrated the unweathered parent material. A total of six test pits were exposed on the subject property.

This report has ten sections: Introduction, Location and Land Use, Soils, Agricultural Capability, Agricultural Suitability, Proposed Non-farm Use, Alternative Sites in Richmond Not in ALR, Inclusion of Land Into ALR, Impact Analysis and Summary of Findings.

## 2. **LOCATION AND LAND USE**

### 2.1 **Subject Property** (See Figure 2.1, 1:10,000 scale Air Photo)

The subject property located at 14671 Williams Road is +/-8.35 hectares in area.

### 2.2 **Zoning**

The Richmond zoning is AG1, Agriculture. The OCP designation is Agricultural. The land is completely within the ALR as shown on Figure 2.2.

### 2.3 **Surrounding Land Use** (See Figure 2.3: 1:5,000 scale air photo)

North: Radio towers and grounding field, in the ALR;

East: Ecowaste Industries inert industrial landfill, YVR fuel storage depot and E. Mathers Bulldozing sand storage; all out of the ALR and slated for industrial development;

South: Plastic greenhouses to the southwest, in the ALR and industrial land out of the ALR to the southeast;



Figure 2.1: 1:10,000 scale air photo



7/29/2025, 1:27:15 PM



City Hall



Fire Stations



Ambulance Stations



Police Stations

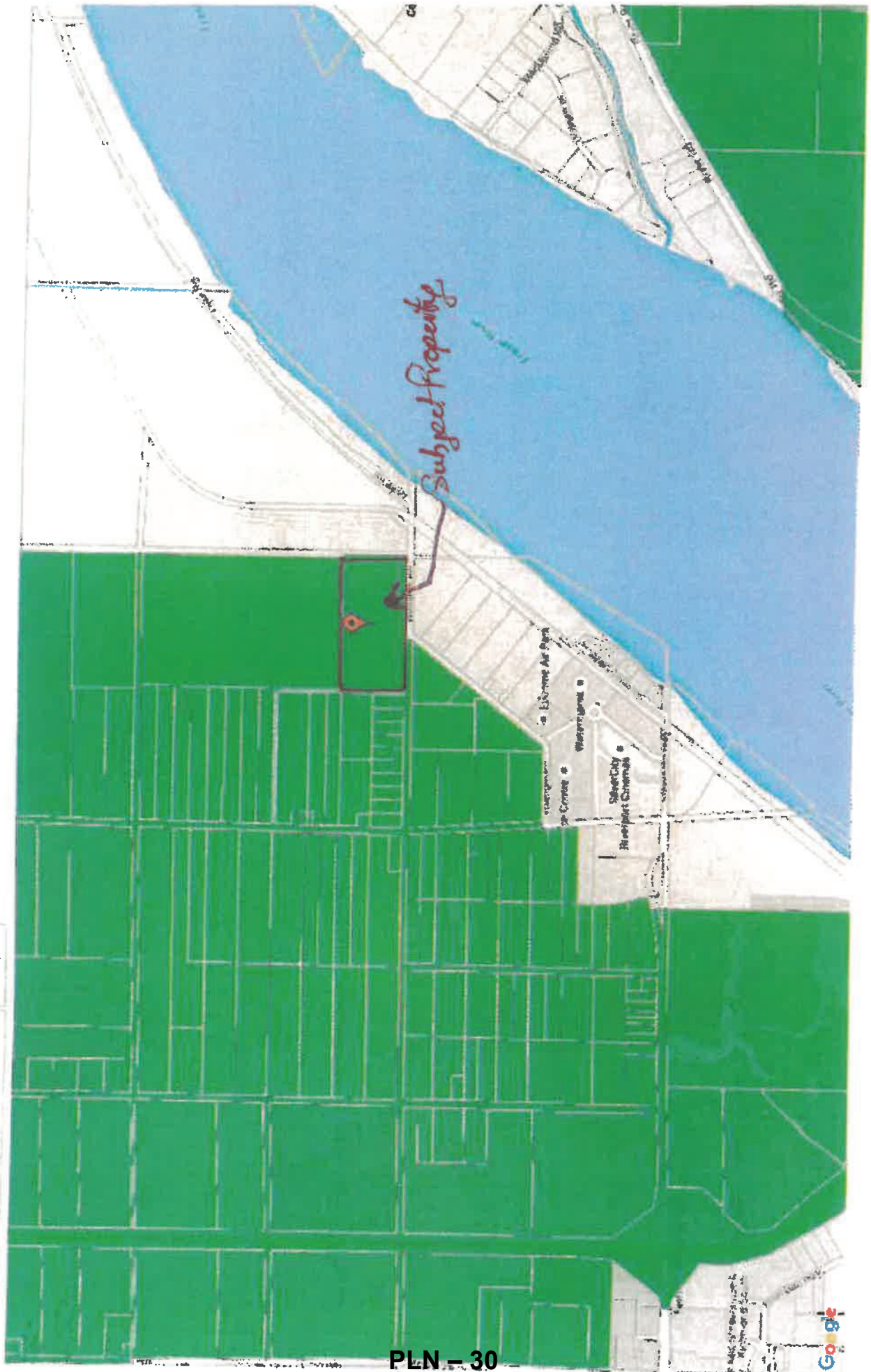


Hospitals





Figure 2.2: ALR Map





# Richmond Interactive Map (RIM)

Figure 2.3: 1:5,000 scale Surrounding Land Use





West: Market garden and blueberries, in the ALR.

2.4 **Subject Property Land Use** (see Figure 2.4: 1:2,000 scale air photo)

The western portion of the property occupying some 3.15 hectares; which was lying fallow in 2016; has been rented by Sanstor to a vegetable farmer who is growing specialty ethnic vegetables for the local market. Sanstor has carried out some drainage and grading improvements on this area to accommodate this farm use. However the farmer still faces serious management issues with the land including poor drainage and poor soil strength leading to tractors getting stuck on a regular basis. The farmer must hill all the growing rows to try to get better drainage for his crops and reduce root rot. The farmer suffered a loss of some 25% of his crop this spring when the No. 6 Road pump failed and the land was flooded, killing the crop.

The eastern remainder of the property has been cleared of the diseased, invasive European Birch trees and these have been windrowed on the site. An Arborist Report by Arbortech Consulting (Appendix B) was commissioned to assess the condition of the Birch trees and they were determined to be seriously impacted by disease, dying and at risk of falling. This area remains fallow. A 5.0 hectare area in the east is proposed for relocation of the sand storage facility. A 3.15 hectare area in the west is proposed to be developed for commercial truck parking. Figure 2.4 is an air photo from the Richmond map site.

3. **SOILS**

3.1 **Ministry of Environment 1:25,000 Mapping** (see Figure 3.1)

The Ministry of Environment Soils of the Langley-Vancouver Map Area, RAB Bulletin 18<sup>6</sup> at 1:25,000 scale maps the property as a complex of Richmond and Annis Series. Volume 3 of RAB Bulletin 18<sup>7</sup> describes Richmond soils as being developed from 40 to 160cm of mainly well decomposed organic material overlying moderately fine and medium textured deltaic deposits. Richmond soils are very poorly drained. Agriculturally Richmond soils are limited by mainly high water tables and very acid soil conditions. The underlying subsoils are saline. Liming and subsoil drainage can be employed to reduce acidity and improve drainage. However, a lack of regional drainage infrastructure to control ditch water levels prevent any on site drainage improvements from working.

Annis soils are described in Volume 3 of the RAB Bulletin 18<sup>7</sup> as being developed from shallow organic accumulations between 15 and 40cm thick overlying moderately fine to fine textured Fraser River floodplain deposits. Annis soils are poorly to very poorly drained. Poor drainage and heavy subsoil textures limit the usefulness of Annis soils for agriculture. Artificial drainage would widen the range of suitable crops. However, a lack of regional drainage infrastructure to control ditch water levels prevent any on site drainage improvements from working.

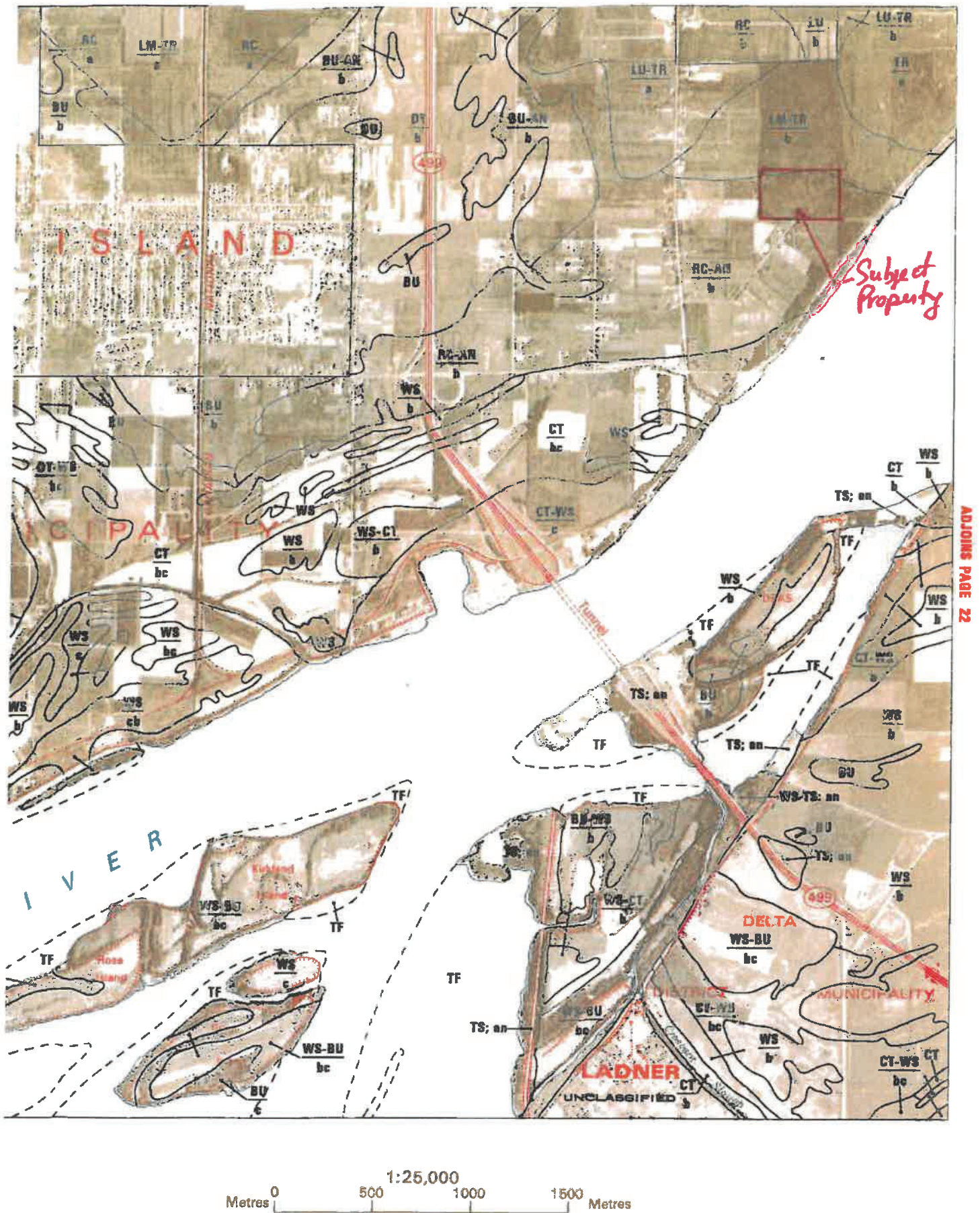


Figure 2.4: 1:2,000 scale Air Photo of property





Figure 3.1: MOE 1:25,000 scale Soils Map



### 3.2 **Current On Site Inspection (Figure 3.2)**

Six soil pits were excavated with a mini-excavator. Detailed on site inspection and survey at 1:2,000 scale identified two soil units and one anthropic unit on the property. Field notes are included in Appendix C. Laboratory soil test results from Exova are included in Appendix D. Photographs of the soil pits and associated landscapes are included in Appendix E.

#### 3.2.1 **Soil Unit I**

Unit I occupied +/-5.8ha or 70% of the subject area and was the dominant soil unit identified on the subject property and was located on the eastern portion of the property. Unit I was developed from shallow poorly to moderately well decomposed organic peat overlying silty clay and silty clay loam subsoil. The depth of organic surface layer varied from 25 to 40cm in depth. The pH was very low and ranged from 3.8 to 4.0. The electrical conductivity was moderately high, 2.5 to 3.24dS/m, indicating a high salt content. The sulphur content was very high and could be toxic to some plants. The topography was near level to very gently undulating. The vegetation was mostly deciduous brush with some area cleared on the western edge. The vegetation boundary generally followed the soil boundary. This Unit was characteristic of the Annis Series.

A typical soil profile was exposed at Soil Pit # 6 and was described as follows:

|      |          |                                                                                                                      |
|------|----------|----------------------------------------------------------------------------------------------------------------------|
| OF-M | 35 - 0cm | dark reddish brown (5YR3/3, moist) fibric to mesic organic; near massive structure; common roots; clear boundary to: |
|------|----------|----------------------------------------------------------------------------------------------------------------------|

|    |          |                                                        |
|----|----------|--------------------------------------------------------|
| Cg | 0 - 10cm | grey (5YR5/1, dry) silty clay loam; massive; no roots. |
|----|----------|--------------------------------------------------------|

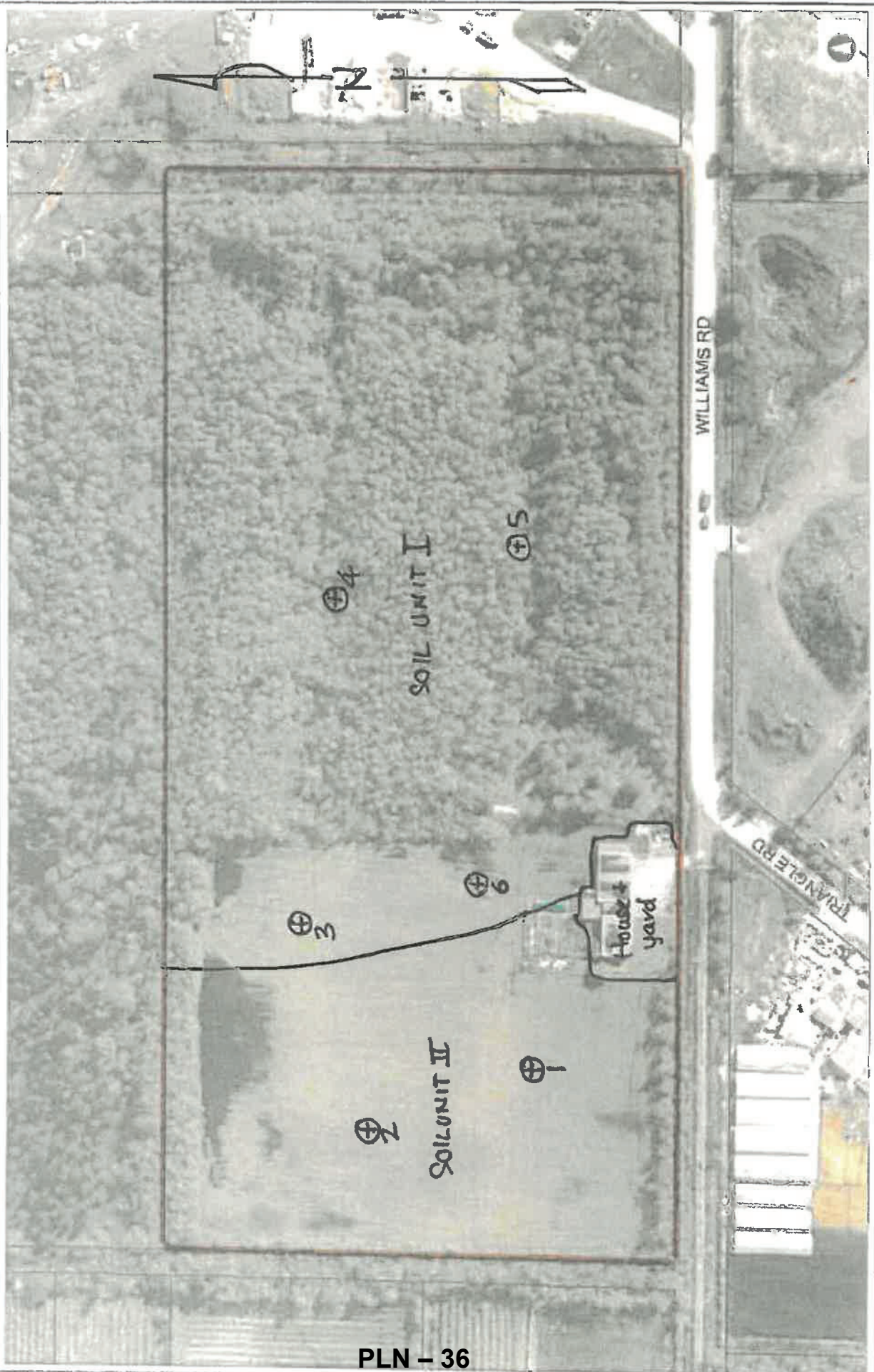
#### 3.2.2 **Soil Unit II**

Unit II occupied +/-2.93ha or 28% of the subject area and was found on the western, cleared portion of the property. Unit II was developed from moderately well decomposed organic peat overlying silty clay loam subsoil. Two organic horizons were identified, the surface horizon was friable and well decomposed while the underlying organic layer was massive and moderately well decomposed. The surface layer had a near neutral pH of 6.6 while the underlying organic layer had a very acid pH of 3.1. The electrical conductivity was toxic in the lower organic soil at 9.66dS/m. Also, the Sulphur content in this lower layer was very high at greater than 1000mg/kg. The low pH, high E.C. and very high Sulphur content would render this soil toxic to most crops. There is a large depressional area in the centre-north of this unit which would be subject to flooding for extended periods of the year. Despite having subsurface drain lines installed at 50 foot intervals, the drains are ineffective during the critical spring and fall periods due to high ditch water



Figure 3.2: Current 1:2,000 scale On Site Soils Map

City of Richmond Interactive Map



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



levels which flood the drain lines.

A typical soil profile was exposed at Pit #1 and was described as follows:

|    |           |                                                                                                                      |
|----|-----------|----------------------------------------------------------------------------------------------------------------------|
| OM | 80 - 50cm | dark reddish brown (5YR3/3, moist) mesic organic; weak granular structure; friable; common roots; clear boundary to: |
| OF | 50 - 0cm  | dark brown (7.5YR3/3, wet) fibric peat; massive amorphous structure; saturated; no roots; fairly clear boundary to:  |
| Cg | 0 - 10cm+ | grey (5YR5/1 moist) silty clay loam, massive, soft and wet; no roots.                                                |

### 3.2.3 Soil Unit III

Unit III occupied 0.2ha or 2% of the property and was the house and curtilage area.

### 3.3 Comparison of MOE and Current Soil Mapping

On the 1:25,000 scale MOE mapping, the entire property is mapped as a complex of Richmond and Annis series. In the current detailed 1:2,000 scale mapping, evidence of both these soils were found but there was a clear distinction between the two soil types with soil more characteristic of the Annis Series on the east and Richmond Series on the west. Comparison at the 12.5 times scale difference is not expected to show good conformance.

## 4. AGRICULTURAL CAPABILITY

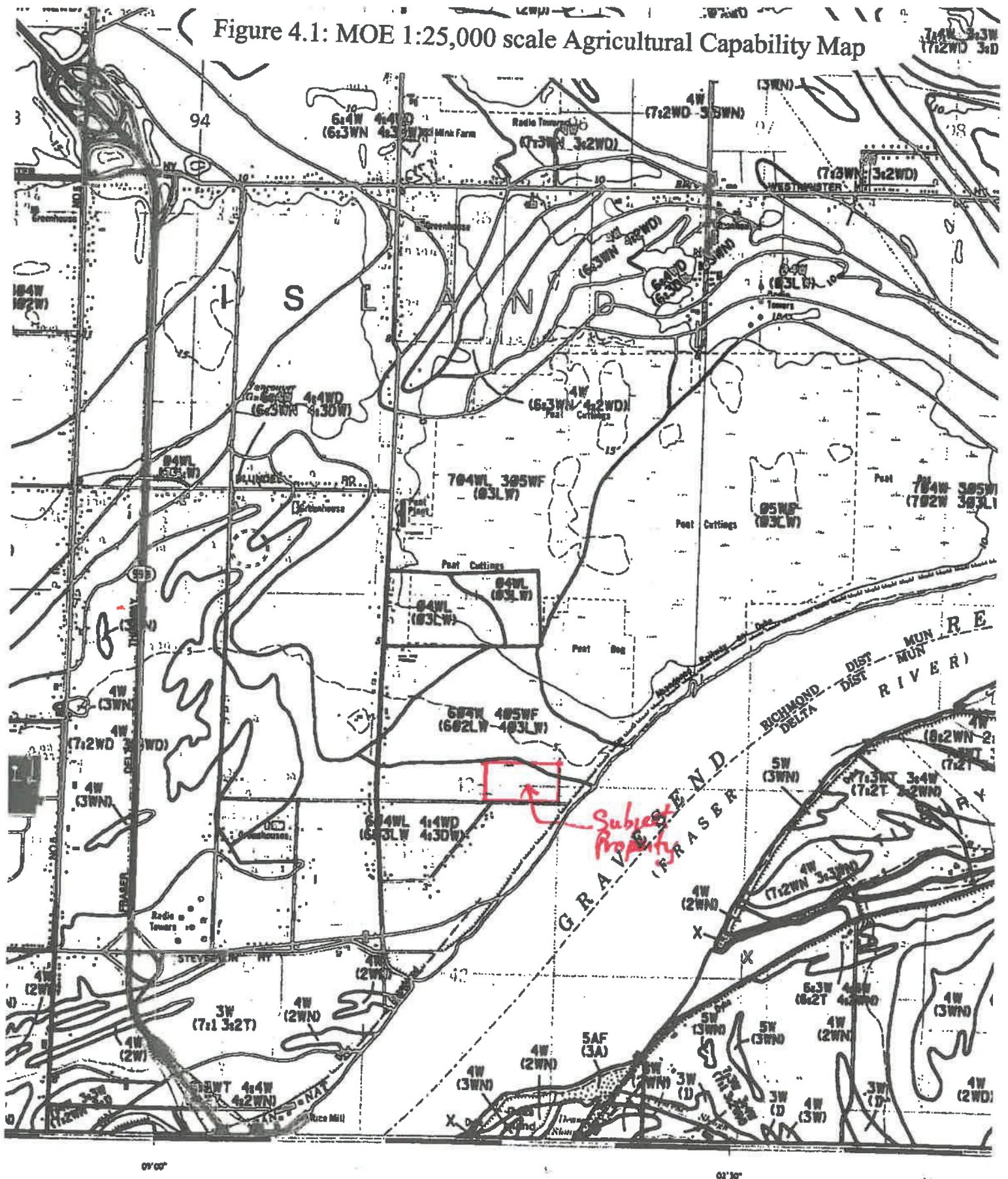
### 4.1 Ministry of Environment Mapping (Figure 4.1)

The MOE 1:25,000 scale mapping<sup>8</sup> for agricultural capability rated the property as a complex of 60%O4WL - 40%4WD, improvable with drainage and irrigation to 60%O3LW - 40%3DW.

### 4.2 Detailed On Site Interpretation (Figure 4.2)

Unimproved and improved agricultural capability ratings were applied to the soil units identified on the property. Landscape and climate factors were integrated into the ratings. The Ministry of Environment Land Capability Classification for Agriculture in British Columbia (MOE Manual 1)<sup>2</sup> was used to assign ratings. Excerpts of MOE Manual 1 are included in Appendix F.

Figure 4.1: MOE 1:25,000 scale Agricultural Capability Map



MITCHELL ISLAND

PLN - 38  
NEW WESTMINSTER DISTRICT



# Richmond Interactive Map (RIM)

Figure 4.2: Current 1:2,000 scale Agricultural Capability Map

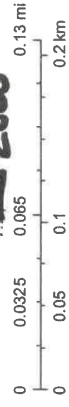


PLN - 39

7/29/2025, 10:33:14 AM

- Air Parcels
- Strata
- Parcels (black line)
- City Hall
- Electric Vehicle Charging Stations
- Fire Stations
- Police Stations
- Ambulance Stations
- Hospitals

1:2,000





#### 4.2.1 Unit I

Soil Unit I was limited by very poor drainage, low pH and moderately high E.C. The shallow organic surface horizon was underlain by a dense silty clay loam mineral horizon which creates a strong lithologic and hydraulic discontinuity. Most of this unit was covered with invasive European Birch deciduous forest vegetation until 2020 when it was cleared and grubbed. Under cultivation the organic material tends to quickly oxidize and disappear from the soil profile leaving a raw, poorly structured mineral soil unfavorable for crops. These soils are difficult to drain effectively and suffer from high water tables and flooding well into the growing season due to restricted drainage invert.

An unimproved agricultural capability rating of Class 5WDF was applied and limited theoretical improvement could be achieved with subsurface drainage and successive lime applications to Class 4DW. However after observing this site for the last 10 years, I have concluded that the frequent flooding and high water tables experienced during the growing season render any drainage improvements ineffective because the cause of the flooding and high water tables is due to off site influences. Therefore I have amended my original classification; which anticipated drainage improvement to the Class 4 level; to the unimprovable Class 5WDF capability.

#### 4.2.2 Unit II

Unit II was limited by very poor drainage, especially in the depressional area, despite being fitted with subsurface drain lines on 50 foot spacing. The drain lines lack adequate invert due to high ditch water elevations in the spring, winter and fall and are effectively inoperative. The cultivated surface horizon had fairly good structure but the underlying organic soil was massive. The organic subsoil had a very low pH, very high E.C. and very high Sulphur content. Any deep rooted crop would suffer serious damage if it penetrated this horizon. An unimproved agricultural capability rating of Class O5WFN was applied to this unit. While subsurface drainage improved with closer spacing, successive applications of lime and excessive irrigation to flush out the Sulphur, this unit could be improved theoretically over several years to Class O4NFW. However after observing this site for the last 10 years, I have concluded that the frequent flooding and high water tables experienced during the growing season render any drainage improvements ineffective because the cause of the flooding and high water tables is due to off site influences. Therefore I have amended my original classification; which anticipated drainage improvement to the Class 4 level; to the unimprovable Class 5WDF capability.

#### 4.2.3 Unit III

Unit III occupied the dwelling, yard and outbuildings on the property and were rated "A" anthropic as disturbed by the activities of man rendering it unsuitable for soil bound

agriculture.

#### 4.3 Summary of Agricultural Capability

The agricultural capability of the property is summarized in the Table below.

| AG. CAP. CLASS | UNIMPR. AG. CAP. (HA) | % OF AREA  | IMPROVED AG. CAP (HA) | % OF AREA    |
|----------------|-----------------------|------------|-----------------------|--------------|
| 1              | 0                     | 0          | 0                     | 0            |
| 2              | 0                     | 0          | 0                     | 0            |
| 3              | 0                     | 0          | 0                     | 0            |
| 4              | 0                     | 0          | 0                     | 0            |
| 5              | 8.1                   | 98         | 8.1                   | 98           |
| 7              | 0                     | 0          | 0                     | 0            |
| Anthropic      | 0.2                   | 2          | 0.2                   | 2            |
| <b>TOTAL</b>   | <b>8.3</b>            | <b>100</b> | <b>8.3</b>            | <b>100.0</b> |

#### 4.4 Comparison of MOE and Current Ratings

The current ratings are significantly lower than those applied by the MOE mapping. A harsher rating has been applied to the soils on the subject property because of the difficult management issues related to the shallow organic layer overlying dense, unweathered silty clay subsoil on Unit I and the serious external drainage issues associated with both units. This property is at the end of the municipal drainage system and suffers from limited invert, high water table and periodic flooding in the growing season. The current survey lowers the unimproved and improved classes by two levels over the MOE ratings to account for these on site limitations. These limitations are beyond the control of the property owner due to external influences and make on site improvements ineffective thus limiting the capability to the unimproved rating of Class 5.

### 5. AGRICULTURAL SUITABILITY

Agricultural suitability is a further interpretation of agricultural potential based on soil, crop, climate and productivity limitations for the site and the area. While agricultural capability is an abstract classification indicating the range of crops which could be grown, agricultural suitability more closely represents the practical commercial options for agricultural use of the land. It has been assumed in making these suitability interpretations



that the improvements as required to achieve the improved agricultural capability ratings would be in place. Soil bound uses are discussed for each capability unit. Non-soil bound uses are discussed in general terms.

#### 5.1 Soil Bound Agricultural Uses

The shallow organic layer overlying dense, unweathered clay on Unit I would present significant management challenges for growing annual crops. Long term fertility amendments and drainage improvements would be required to bring these soils up to an acceptable standard for a narrow range of crops but external drainage issues which cause flooding during the growing season severely limit the feasibility of growing annual crops. Perennial berry crops would be limited to Blueberries but the shallow organic layer and dissimilar unweathered underlying mineral soil would create rooting limitations. Field crops such as corn or cereals would be unsuited to this unit due to spring and fall risk of wet soil conditions and flooding which would delay planting and harvesting and risk crop loss.

In terms of soil bound crops, Unit II on the subject property has low suitability for shallow rooted crops even those with moderate to high tolerance for wetness. Leafy vegetables and blueberries are grown on the lands to the west of the subject property with soils similar to Unit II but appear to have better drainage access. Deeper rooted annual or perennial crops would be severely limited by the underlying soil condition and high water table.

Forage based agriculture in support of livestock depends on growing forages, field corn and cereals to feed the animals. Forages could be grown on the subject parcel but the wet soil conditions would be unsuitable for corn and cereals. Pasturing livestock on wet soils has the potential for foot disease issues, particularly with sheep and cattle. The suitability for forage production is low since these organic soils are susceptible to invasion by undesirable weeds and rushes in forage and planting and harvesting annual field crops is limited by the wet soil conditions in the spring and fall.

#### 5.2 Non Soil Bound Agricultural Uses

Non soil bound uses include greenhouses, mushroom production, feedlot and pot nursery. The primary limitation on the subject property to these uses is the organic soils which have a very low load bearing capacity for buildings. Any of these uses would require stabilization of the organic soils and preload fill to raise the grade above the flood elevation in order to provide a suitable building foundation. It would be unusual to find this kind of development on organic soils for this reason. Plastic hoop cold frame greenhouses are common on these soils and are considered suitable for this site but the recurring flooding would require raising the grade. This site is considered unsuitable for

most non-soil bound uses.

## 6. **PROPOSED NON-FARM USE OF LAND**

### 6.1 **Background**

Mathers Bulldozing, a long standing Richmond business, provides an important service to the agricultural community in Richmond and Delta by providing clean, salt free Fraser River sand to Cranberry growers, West Coast Instant Lawns turf farm and other farmers in need of sand. While pre-load sand is commonly available from building sites, this sand is often contaminated with foreign materials which are harmful in agricultural applications such as topdressing. Mathers is the major supplier of agricultural quality sand in Richmond and Delta and has a long time relationship with the local farm community.

Mathers has received a number of letters from agricultural and golf course customers with land in the ALR who depend on the high quality sand supplied by Mathers Bulldozing. These letters are found in Appendix G.

### 6.2 **Proposed Non-Farm Development** Figure 6.2: 1:2,000 scale Map of Proposed NFU

#### 6.2.1 **Sand Storage Facility**

Sanstor would require approximately 5.0 hectares of land for their sand storage operation. The sand storage footprint would be limited to the eastern, recently cleared area of the property and the existing house and curtilage which would be used for equipment storage and an office.

The area proposed for the non-farm use for sand storage would be serially filled with dredged sand on a schedule to satisfy the navigation requirements on the Fraser River and then sold. The minimal infrastructure to be installed would include an access, scale and scale house in the SW corner, a non-permanent fabric roof equipment shed located on the current paved area near the house and use of the existing dwelling as an office. The dredging infrastructure, composed of buried and surface input pipe and drainage water conduit, are already installed along the western boundary of the existing Mathers site and would be reconfigured to fit the new site.

#### 6.2.2 **Commercial Truck Parking Facility**

The City of Richmond is facing a serious problem with illegal truck parking on ALR land due to a lack of legal commercial truck parking facilities. The western 3.15 hectares are proposed for development of a commercial truck parking facility. The Sanstor site is



# Richmond Interactive Map (RIM)

Figure 6.2: 1:2,000 scale showing Proposed Uses



PLN - 44

7/29/2025, 10:33:14 AM

-  Air Parcels
-  Strata
-  Parcels (black line)
-  City Hall
-  Electric Vehicle Charging Stations
-  Fire Stations
-  Police Stations
-  Ambulance Stations
-  Hospitals

1:2,000  
0 0.0325 0.065 0.1 0.13 mi  
0 0.05 0.1 0.2 km

centrally located close to major transportation corridors and is on a heavily used truck route. Having a legal, well managed truck parking facility would provide space for approximately 130 trucks on an established truck route and eliminate a major reason provided by truck owners for illegally parking in the ALR. Sanstor would not operate the truck parking facility but would lease it to a qualified operator or the City of Richmond for \$1.00/year and payment of property taxes.

One metre of dredged sand would be placed on this area which would be capped with 300mm of road base gravel. Drainage control would be installed to isolate and treat any runoff from the truck parking area.

#### 6.2.3 Savage Road Right of Way

A 0.20 hectare area along the eastern boundary is proposed for widening of the Savage Road Right of Way. This RoW application is being made under separate application by Ecowaste Industries. The RoW would be dedicated to the City of Richmond.

#### 6.3 Reclamation When Site Decommissioned at End of Tenure

When the temporary sand storage and truck parking uses end after the 25 year term, or in the unlikely event of Sanstor quitting the site, it will be reclaimed for agricultural use. Reclamation would entail:

- a) retention of +/-100,000m<sup>3</sup> of sand to be used in reclamation of the sand storage site;
- b) retention and stockpiling of +/-35,000m<sup>3</sup> of sand to be used in reclamation of the truck parking site;
- b) removal of infrastructure including scales, roads and other facilities on sand storage area; removal of road base and surface drainage system on truck parking site;
- d) grade the retained sand two meters deep on the sand storage area with a target finished elevation of +/-1.0 metres geodetic;
- e) place 1.0m of sand on existing sand base layer on truck parking site to a target finished elevation of +/-1.0m geodetic;
- e) import Class A compost onto the surface of the reclaimed sand area to provide a placed depth of at least 300mm and cultivate into the sand layer to a depth of 600mm;
- f) Install a subsurface drainage system designed by an Agrologist qualified in agricultural drainage on the entire disturbed area;
- g) manage fertility as required to bring the site up to an acceptable agricultural standard for a range of crops;
- h) If a perennial crop is not planted in the first year; establish a forage crop with a high level of management including harvesting and recording forage yields;



- i) secure a suitable source of irrigation water either from municipal water supply or ditch water having low salt content.

The final reclaimed agricultural capability would be Class 2A with the required irrigation and drainage improvements in place. This reclaimed land would be highly suited for root crops, leafy vegetables, berries and field crops.

The estimated cost to carry out the decommissioning and reclamation of the sand storage site in case of closure is as follows:

**RECLAMATION COSTS**

| ACTIVITY                                    | DETAILS                                                                        | COST           |
|---------------------------------------------|--------------------------------------------------------------------------------|----------------|
| REMOVE INFRASTRUCTURE                       | REMOVE BUILDINGS, SCALE, ROADS, TRUCK PARKING CAPPING, SURFACE DRAINAGE SYSTEM | 100,000        |
| PLACE SAND ON STRIPPED TRUCK PARKING BASE   | 35000M3 X \$3.00/M3                                                            | 105,000        |
| REPLACE STOCKPILED SAND                     | 100,000M3 @ 0.50/M3                                                            | 50,000         |
| SUPPLY & PLACE COMPOST ON SAND SURFACE      | 83,000M2 X 0.3M = 25,000M3 @ \$15.00/M3 IN PLACE                               | 375,000        |
| DRAINAGE, IRRIGATION, CULTIVATION & SEEDING | 83,000/M2 @ \$1.00/M2                                                          | 83,000         |
| MONITORING AND SUPERVISION                  | DURING DECOMMISSIONING AND RECLAMATION                                         | 50,000         |
| <b>ESTIMATED TOTAL RECLAMATION COST</b>     |                                                                                | <b>763,000</b> |

Therefore the total estimated cost to reclaim the sand storage site to an acceptable agricultural condition at the end of the term of if the uses were to cease is \$763,000. Bonding to secure this eventuality in the amount of \$850,000; which includes a contingency amount of \$87,000; would ensure that the site would be returned to productive agriculture at the Class 2 level of capability.

7. **ALTERNATIVE SAND STORAGE SITES IN RICHMOND NOT IN ALR**

7.1 **Richardson Review**

Mathers retained the services of Bruce Richardson, Vice President Industrial Properties at



CBRE Commercial Real Estate company, to try to find a suitable relocation site for Mathers Bulldozing. Richardson had been looking for a site for five years and he summarizes his efforts in a letter dated November 17, 2015 and concluded that there were no suitable alternative sites available. This letter is included in Appendix H.

## 7.2 **C&F Alternative Sites Review**

C&F prepared a report dated August 30, 2017 entitled “ALC Application #55285 - Sanstor Farms Supplementary Information in response to City of Richmond Staff Report” which addressed the misinformation contained in the Staff Report regarding the availability of alternative sites in Richmond where the sand storage facility could be located outside the ALR. This Report is attached as Appendix I. We carried out a detailed review of all the sites proposed in the staff report using aerial photographs and visual ground survey. We concluded, after reviewing every site identified in the staff report, and other sites with foreshore access on the perimeter of Richmond, that none of these sites were suitable for the sand storage facility for a number of reasons including: site was built out with warehouses or other permanent fixtures, site was a municipal park, site was a marina, site was B.C. Ferries repair facility, lack of access to the Fraser River, site used for new car storage, Ecowaste lands are being converted to light industrial use, North Arm Fraser River is not suitable due to silty material, Mitchell Island is completely built out.

## 7.3 **Vancouver Fraser Port Authority Letter**

Mr. Tom Corsie, PPM, Vice President, Real Estate for the Vancouver Fraser Port Authority provided a letter dated April 26, 2019 (Appendix J) in support of the Sanstor site for replacing the current Mather’s site on the adjacent Ecowaste lands. He states that the maintenance of the navigation channel on the South Arm of the Fraser River by the Vancouver Fraser Port Authority is critical to ensure the safe navigation for mariners using the south arm of Fraser River and which also provides positive effects to regional flood control. He goes on to state that the cost of dredging the Fraser River is significant and a portion of cost recovery is obtained through the sale of river sand at various sand sales or sand depots operated by companies that either offer sand and gravel sales, or other site preparation services. One of the more strategic locations for dredge sand storage is the Williams Road area where Mathers has operated for many decades.

If the Mathers site on the Ecowaste land is not available, or an alternative site close by is not available, the dredged sand would probably need to be ocean dumped. This is not only more expensive, it wastes an important resource critical to development of infrastructure in the lower mainland region for sand preload of roads, highways and building sites as well as being an economical sand source for agricultural users. Sand from alternative sources would need to come by truck from Abbotsford or by barge from

the Sunshine Coast at significant additional cost.

The current Mathers sand storage facility is incompatible with the proposed light industrial land use on the Ecowaste lands and there is no possibility that Ecowaste would extend the current use beyond 2026. We have carried out a detailed search for alternative sites in Richmond (Appendix H) and determined that the Sanstor Williams Road site is the only available and suitable site for this facility in Richmond.

## 8. **INCLUSION OF LAND INTO THE ALR**

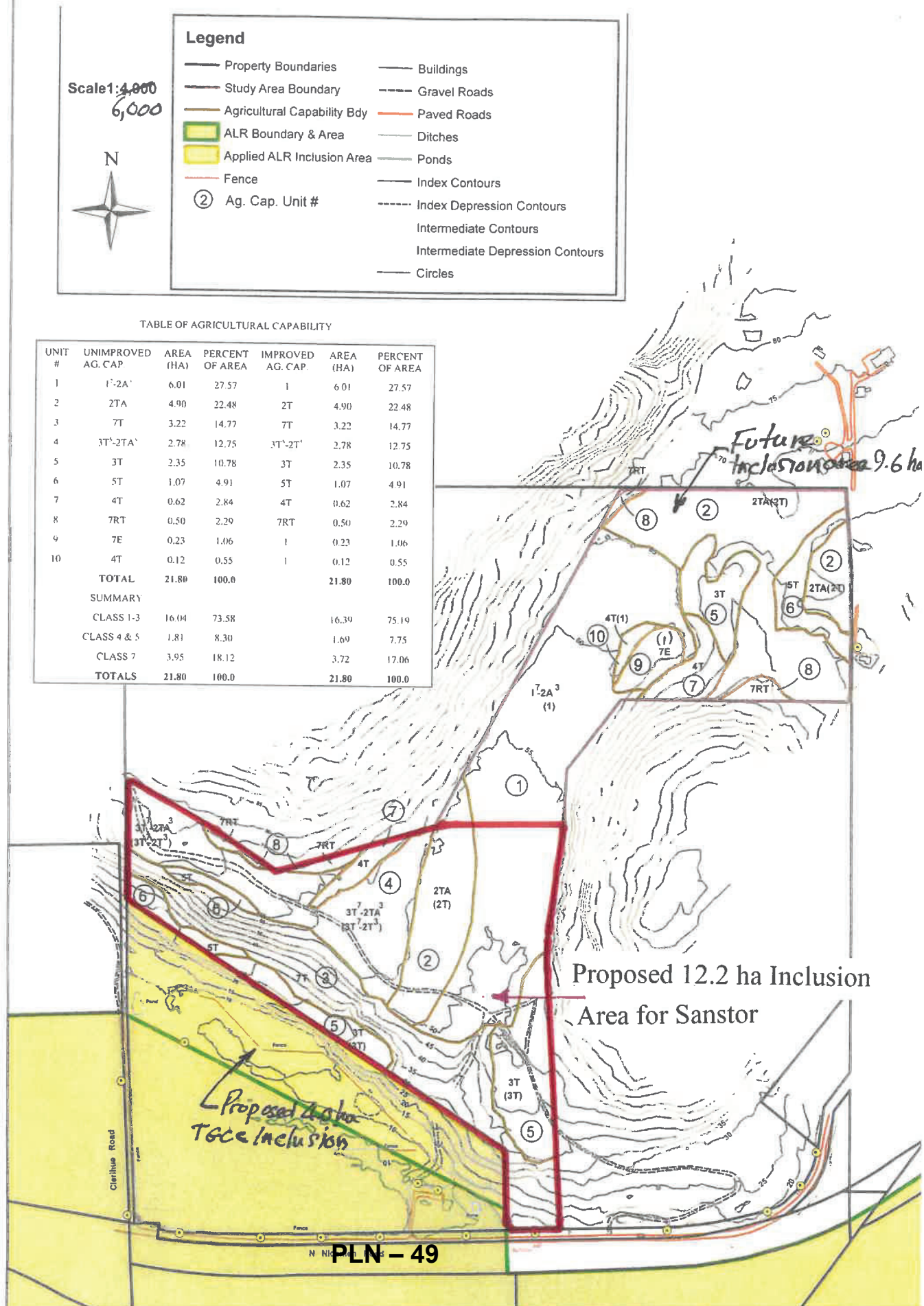
Sanstor has an agreement with David Vernon, the agent for the owners of a large, 68 hectare farm property in Deroche, B.C., to include into the ALR a 12.2 hectare portion of that property. This land is currently out of the ALR and has high agricultural capability. The proposed Inclusion Area of 12.2 hectares is made up of 8.3 hectares of Prime Class 1 to 3 land, 0.7 hectares of secondary Class 4 and 5 land and 3.2 hectares of Class 7 slope acting as a buffer to adjacent non-ALR land and to provide continuity to the ALR boundary. Considering only the 8.3 hectares of prime Class 1 to 3 land proposed for inclusion compared to the 8.3 hectares of secondary Class 5/4 land proposed for temporary sand storage and truck parking non-farm uses, the ratio of inclusion to non-farm use would be 1:1. Overall, the ratio of inclusion to exclusion would be 1.5:1. However, the land proposed for temporary non-farm use is low agricultural capability, Class 5 with serious drainage issues, while the proposed inclusion land is primarily Class 1 to 3 and suitable for all crops with minimal management limitations.

The intent of the land owner is to include a total of 25.8 hectares of land into the ALR under three separate applications of which this is one. Of the total area proposed for inclusion, 18.4 hectares (45.5 acres) are Class 1 to 3 improved capability.

The proposed inclusion land is an integral part of a large dairy farm located on nearby Nicomen Island and provides summer pasture and hay for replacement heifers and dry cows. These non-ALR areas have been in active agricultural use for at least 80 years as evidenced by the cleared land and a remnant walnut orchard in the NE corner with huge walnut trees up to 100 feet tall. Clearly, early settlers recognized the high agricultural potential of this land and chose to establish a farm there despite its isolated location on a bench some 60 metres above the Fraser River floodplain. A plan of the proposed inclusion area with agricultural capability mapped on it is shown on Figure 8 at 1:6,000 scale.

Sanstor has been advised by David Vernon, the Agent for the land owner, that an inclusion application No. 102004 involving 12.2 hectares for this project was approved for submission to the ALC by the Fraser Valley Regional District Board on July 24, 2025.

Figure 8: 1:6,000 scale Proposed ALR Inclusion in Deroche





Upon securing ALC approval for the Non-Farm Use application, Sanstor will instruct the Agent to proceed with the Inclusion process.

9. **IMPACT ANALYSIS**

9.1 **Impact of Proposed Non-farm Use of Subject Lands on Surrounding Lands**

The western +/-3.15 hectares have been rented to a local farmer who is growing ethnic vegetables. The eastern portion of the property has been cleared but remains fallow. The lands to the east are out of the ALR and slated for industrial development. The property to the north is a long established radio grounding transmission site. Large volumes of truck traffic currently arrive and depart from the Ecowaste site and the Mathers sand depot so little change would occur if the new site is activated. The proposed non-farm use would not have any impact on surrounding agricultural lands not currently existing. A berm would be placed on the west boundary to provide buffering for the agricultural lands to the west. The trees on the undeveloped road RoW along the west property line provides additional buffering.

9.2 **Potential Impact of Non-farm Use for Sand Storage and Processing on Local and Regional Agricultural Productive Capacity**

The western +/-3.15 hectares are rented to a local farmer who is growing ethnic vegetables. The eastern portion has been cleared but is lying fallow due to poor soil conditions. Historically the western 35% of the property was in agricultural production while the eastern 65% was cleared circa 1980 but has not been actively farmed since and reverted to deciduous brush. The farmer leasing the western 3.15 hectares suffers serious crop damage and losses due to flooding and high water tables in spite of improvements carried out by Sandstor. Flooding is beyond the control of the property owner and is due to regional issues. The intent is to have the sand storage and truck parking occupy the site for a period of 25 years. Once this use is de-commissioned, the land would be reclaimed for agricultural use at the Class 2 level of capability.

Mathers is a major supplier of agricultural sand to Cranberry producers and other farmers including West Coast Instant lawns in Delta which uses substantial quantities of sand to amend its turf fields. While some 5.0 hectares of land will be occupied by the sand facility, this land has never been cleared and used for agriculture in recent history. The loss of the agricultural sand source currently provided by Mathers on its Ecowaste site would have a serious impact on farmers who depend on a reliable local source of reasonably priced, clean sand.

The temporary (25 year) non-farm use of this +/-8.3 hectares of land would have little or no impact on local agricultural productive capacity.

The inclusion of 12.2 hectares of land into the ALR in Deroche with 8.3 hectares of Class 1 to 3 capability will provide protection of this important agricultural land resource in perpetuity and prevent its loss by subdivision into 2 hectare residential lots as currently allowed under the local zoning while out of the ALR. Therefore inclusion into the ALR of this prime agricultural land would offer up a significant regional agricultural benefit.

9.3 **Potential of Non-farm Use of the Subject Lands for Impact on Surrounding Agricultural Operations**

The only agricultural uses are located immediately west of the 3.15 hectare farmed area on the subject property and a small plastic greenhouse operation to the south of the fallow field.

9.4 **Precedent for This Non-farm Use Triggering Future Applications**

The Mathers sand operation is quite unique, and like most other river sand deposit sites along the Fraser River, they have been established for many years to service the critical Fraser River channel dredging needs. It is only because of the loss of the longstanding lease on the Ecowaste lands that Mathers has been forced to find an alternative site. Otherwise Mathers would never intend to move their operation.

10. **SUMMARY AND CONCLUSIONS**

- 10.1 Some 8.1 hectares or 98% of the 8.35 hectares on the subject lands have a Class 5 unimprovable capability. The area occupied by the dwelling and yard is 0.2 hectares and was rated "A", anthropic, with no soil bound agricultural capability. Effective drainage improvement on this property is severely limited by a lack of drainage invert which results in perennial high water table and periodic flooding during the growing season. Therefore the property is considered unimprovable and the Class 5 rating remains.
- 10.2 Mathers Bulldozing currently operates a dredged river sand depot on lands adjacent to the subject property which are slated for industrial development in the near future resulting in displacement of the Mathers depot. Mathers has canvassed the local area for a suitable non-ALR site without success. Sandstor Farms Ltd. is a wholly owned subsidiary of Mathers Bulldozing.
- 10.3 Mathers provides an important service to the local agricultural community by supplying clean, salt free sand for Cranberry farmers and others including West Coast Instant Lawns/GFL Environmental in Delta. Clean sand, locally sourced at a reasonable price, is a critical component in these operations.

- 10.4 Mathers would like to move its existing operation to the subject property and use the eastern +/-5.0 hectares of the subject property for stockpiling river sand dredged from the Fraser River. This land has not been used for agriculture in recent history. A commercial truck parking facility is proposed for the western 3.15 hectares.
- 10.5 The Vancouver Fraser Port Authority needs a dredge sand storage site which is critical to maintaining the Fraser River shipping channel east of the Massey Tunnel. This has been serviced by the Mathers sand storage site on the Ecowaste land for decades and this lease is terminating in 2026. The Sanstor site on Williams Road would allow continuation of this critical service to maintain the shipping channel in the Fraser River.
- 10.6 Upon expiration of the temporary 25 year Non-farm Use approvals, the land would be reclaimed to a better improved agricultural capability than currently exists, by three classes from Class 5 to Class 2A. The estimated reclamation cost of \$850,000 for the sand storage and truck parking uses would be secured by bonding.
- 10.7 Sanstor is proposing to include 12.2 hectares of land in Deroche, B.C. into the ALR. This land is in active agricultural use and has 8.3 hectares of prime Class 1 to 3 agricultural capability. This land, including the additional proposed inclusion lands totalling 25.8 ha, is currently vulnerable to rural residential subdivision under local zoning which allows 2 hectare lots. If this were to happen, this important and unique agricultural resource would be lost to productive agriculture forever.

C & F LAND RESOURCE CONSULTANTS LTD.

Per: 

Brian M. French, P.Ag.

File:\Sanstor updated report 07-28-2025



*Excerpt of Food Security and Agricultural Advisory Committee Meeting Minutes  
July 31, 2025*

**Non-Farm Use Application (14671 Williams Road AG25-019652)**

James Hnatowich, Policy Planning, introduced the proposal and provided the following comments:

- In 2018, the ALC Executive Committee refused an application for sand storage on the subject site.
- The eastern portion of the site is designated as an Environmentally Sensitive Area (ESA) in the City's Official Community Plan. The City granted an ESA Development Permit exemption for the agricultural uses over the ESA area.
- The proposal is inconsistent with Zoning and the Official Community Plan, which designates this parcel as Agriculture.
- Should Council and ALC approve the proposed non-farm use, a subsequent rezoning would be required and would include consideration of any ESA impacts.

The applicant Brian French, representing Sanstor Farms Ltd., provided a presentation on the application identifying:

- This application is for a sand storage operation on the eastern 5.0 ha of the site, and a truck parking operation on the western 3.15 ha of the site.
- The existing parcel has drainage issues making the parcel difficult to farm.
- The proposal is for a temporary use for 25 years. The parcel will be reclaimed to Class 2A capability at the end of term and will have an \$850,000 bond.
- The sand storage operation would provide sand to customers, including local farmers. The sand operation would be able to provide sand at a lower cost than importing sand from outside of the city.
- The truck parking is being proposed as there is a perceived problem with truck parking on ALR farmland. Providing a legal truck parking facility in Richmond could help resolve illegal truck parking elsewhere.
- The proposal includes adding 12.2 ha of land in Deroche adjacent to the ALR into the ALR. This land has 8.3 ha of Class 1 to 3 capability and 3.9 ha of secondary land.

An FSAAC member inquired if there was a possibility to strengthen the agricultural component of the application.

In response, the applicant provided the following comments:

- The agricultural component of the presentation includes the inclusion of additional lands in Deroche, as well as reclamation of land at the end of the term limit. Efforts were made to locate land in Richmond, however, the search for local land to be included in the ALR was unsuccessful.

An FSAAC member questioned why the land couldn't be improved to provide for a feasible farming operation at this time, instead of having it used for an industrial use.

In response, the applicant provided the following comments:

- It is financially unfeasible to restore the land for a farming operation;
- There are limited parcels with adjacency to the river that could be utilized for a sand storage operation.
- The application will provide sand to farmers to help with their farming operation.

An FSAAC member asked for further clarity on the existing farming operation, and how the land will be reclaimed at the end of term.

In response, the applicant provided the following comments:

- There is an existing farmer farming the land. However, drainage issues make it difficult to effectively farm the land.
- Reclamation will be secured through a bonding amount of \$850,000.
- The reclamation plan would include providing a layer of sand and importing compost to be mixed into the topmost layer, making the parcel suitable for root crops.

An FSAAC member provided comments of support for a local Canadian business and acknowledged the difficulties of farming the subject parcel.

An FSAAC member questioned if this could encourage industrial creep into the ALR.

In response, the applicant provided the following comment:

- The proposal is for a temporary use, and the parcel will continue to remain in the ALR.

An FSAAC member inquired on what would be required for the truck parking.

In response, the applicant provided the following comments:

- A layer of sand and then gravel will be placed on this portion of the parcel.
- Standard infrastructure will be provided included drainage collection.
- Reclamation for this portion of the parcel will be similar to the reclamation for the sand storage, and a consistent elevation will be provided at the end of term.

An FSAAC member inquired as to why a 25-year term limit was chosen.

In response, the applicant provided the following comment:

- A 25-year term limit appeared to be an appropriate time horizon. The applicant wanted to provide a time limit in good faith to demonstrate that the lands will be restored.

The Committee passed the following motion:

*That the Food Security and Agricultural Advisory Committee endorse the Non-Farm Use application at 14671 Williams Road.*

*Carried  
With Abu Jahangir and Mike Bomford opposed*

MAYLAND FARMS LTD.  
2611 No. 7 Road  
Richmond, B.C. V6V 1R3

August 27, 2015

TO WHOM IT MAY CONCERN:

We, Mayland Farms Ltd., are Cranberry producers in Richmond and sand topdressing is a critical part of our cranberry bog management. We require approximately 3,000 yards of clean, salt-free sand every year.

We have purchased this sand from E. Mathers Bulldozing Co. Ltd. for many years. The sand supplied by Mathers is excellent quality in terms of its particle size, consistency and it is free of salt. The cost of Mathers sand is very reasonable, an important consideration for agricultural producers. We know that there are very limited suppliers of high quality topdressing sand in the Delta - Richmond area and worry that if Mathers is forced out of the area, we will have to import sand from suppliers in Abbotsford at significantly higher cost.

As agricultural producers, we support the application by Mathers to relocate on the property at 14671 Williams Road in Richmond. We believe Mathers provides an important agricultural input to our cranberry operation.

Yours truly,

MAYLAND FARMS LTD.

*David May*  
(Pres)



**MAYFAIR LAKES GOLF & COUNTRY CLUB**  
5460 No. 7 Road  
Richmond, B.C. V6V 1R7

**August 27, 2015**

**TO WHOM IT MAY CONCERN:**

**We, Mayfair Lakes Golf & Country Club, require topdressing sand and sand for green and tee maintenance on a regular basis. We require approximately 3,000 yards of clean, salt-free sand every year.**

**We have purchased this sand from E. Mathers Bulldozing Co. Ltd. for many years. The sand supplied by Mathers is excellent quality in terms of its particle size, consistency and it is free of salt. The cost of Mathers sand is very reasonable. We know that there are very limited suppliers of high quality topdressing sand in the Delta-Richmond area and worry that if Mathers is forced out of the area, we will have to import sand from suppliers in Abbotsford at significantly higher cost.**

**We support the application by Mathers to relocate on the property at 14671 Williams Road in Richmond. We believe Mathers provides an important service to golf course operators and agricultural producers in Richmond.**

**Yours truly,**

**MAYFAIR LAKES GOLF & COUNTRY CLUB**

A handwritten signature in dark ink, appearing to read "Steve May". The signature is written in a cursive, flowing style. Below the signature, there is a small horizontal line.

**COLUMBIA CRANBERRY CO. LTD.**  
4291 No. 7 Road  
Richmond, B.C. V6V 1R6

August 27, 2015

**TO WHOM IT MAY CONCERN:**

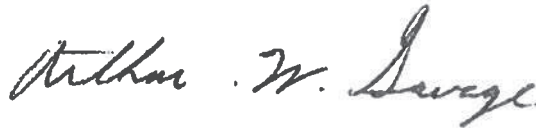
We, Columbia Cranberry Co. Ltd., are Cranberry producers in Richmond and Delta and sand topdressing is a critical part of our cranberry bog management. We require approximately 5,000 yards of clean, salt-free sand every year.

We have purchased this sand from E. Mathers Bulldozing Co. Ltd. for many years. The sand supplied by Mathers is excellent quality in terms of its particle size, consistency and it is free of salt. The cost of Mathers sand is very reasonable, an important consideration for agricultural producers. We know that there are very limited suppliers of high quality topdressing sand in the Delta - Richmond area and worry that if Mathers is forced out of the area, we will have to import sand from suppliers in Abbotsford at significantly higher cost.

As agricultural producers, we support the application by Mathers to relocate on the property at 14671 Williams Road in Richmond. We believe Mathers provides an important agricultural input to our cranberry operation.

Yours truly,

COLUMBIA CRANBERRY CO. LTD.

A handwritten signature in cursive script, appearing to read "William W. Savage".

**COUNTRY MEADOWS GOLF CLUB  
SAVAGE CREEK GOLF CLUB  
8400 No. 6 Road  
Richmond, B.C. V6W 1E3**

**August 27, 2015**

**TO WHOM IT MAY CONCERN:**

**We, Country Meadows Golf Club and Savage Creek Golf Club, require topdressing sand and sand for green and tee maintenance on a regular basis. We require approximately 4,000 yards of clean, salt-free sand every year.**

**We have purchased this sand from E. Mathers Bulldozing Co. Ltd. for many years. The sand supplied by Mathers is excellent quality in terms of its particle size, consistency and it is free of salt. The cost of Mathers sand is very reasonable. We know that there are very limited suppliers of high quality topdressing sand in the Delta-Richmond area and worry that if Mathers is forced out of the area, we will have to import sand from suppliers in Abbotsford at significantly higher cost.**

**We support the application by Mathers to relocate on the property at 14671 Williams Road in Richmond. We believe Mathers provides an important service to golf course operators and agricultural producers in Richmond.**

**Yours truly,**

**COUNTRY MEADOWS GOLF CLUB**

**and SAVAGE CREEK GOLF CLUB**

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.





Westcoast Farms LTD.  
Willow Bay Farms LTD.  
Willow Bay - a cooper LTD.  
Willow Bay Avic: a LTD.  
C.G.D.G. V. - King Hitting.

# westcoast

INSTANT

# LAWNS

Enviro-smart Organics Ltd.  
a full cycle company

August 31, 2015

## TO WHOM IT MAY CONCERN:

West Coast Instant Lawns has been using E. Mathers Bulldozing Company Ltd. for all our sand requirements since 1996. Over the last 19 years we have made free draining sand turf fields by applying 6 to 12 inches of sand on our soil based fields which allows us to harvest turf during the wet months. Westcoast has been topping up these sand fields approximately every two years.

The reason we use sand from E. Mathers is because we have tested sand from all the other sand suppliers within our logistical area and we have found that Mathers sand is consistent in quality in terms of its particle size and it is free of salts as compared to other suppliers.

Our composting operation consistently uses approximately 100,000 cubic yards of clean, salt free sand from Mathers. This sand helps us meet the strict B.C. Nursery Trades Association specification as required by the landscape industry.

E. Mathers has always given a preferred price to agricultural producers and this is important for farmers to remain competitive.

There is no real alternative for supply of clean, salt free sand in the Delta area and if E. Mathers were to shut down we would be forced to source sand from suppliers in Abbotsford at significantly higher cost.

We at Westcoast Instant Lawns support the application by E. Mathers Bulldozing Company Ltd. to relocate on the property at 14671 Williams Road in Richmond, B.C. Over the years I have talked with other farmers that have benefitted from being able to have a reliable, consistent source of sand for their farm operations in Delta and Richmond.

Yours truly,

West Coast Instant Lawns

Daryl Goodwin, President

4295 - 72nd St. Delta, BC V4K 3N2  
Phone: 604.946.0201 Fax: 604.946.0221

1579



Vancouver Fraser Port Authority  
100 The Pointe, 999 Canada Place  
Vancouver, B.C. Canada V6C 3T4  
portvancouver.com

Email: [mathersbulldozing@gmail.com](mailto:mathersbulldozing@gmail.com)

April 26, 2019

Mr. Bruce Mathers  
E. Mathers Bulldozing Co. Ltd.  
7200 Francis Road  
Richmond, BC V6Y 1A2

Dear Mr. Mathers:

**RE: Letter of Support**

I am writing to express support for the application to the Agricultural Land Commission (ALC) by Mathers Bulldozing Co. Ltd. to use a 15 acre property that it owns on Williams Road in Richmond for sand storage. The Vancouver Fraser Port Authority has a long term contract to perform annual maintenance dredging of the Fraser River main navigation shipping channel. Each year many hundreds of thousands of cubic meters of sand is removed in order to ensure safe navigation for mariners using the south arm of Fraser River which also provides positive effects to regional flood control.

The cost of dredging the Fraser River is significant and a portion of cost recovery is obtained through the sale of river sand at various sand sales or sand depots operated by companies that either offer sand and gravel sales, or other site preparation services. One of the more strategic locations for sand sales is the Williams Road area where Mathers has operated for many decades. As their lease with Eco Waste will likely end in the short to medium term, it is important to find a replacement site in the immediate area.

We agree the Mathers Williams Road property, although classed as ALR land is ideal for this purpose. We understand Mathers is not requesting removal from ALR designation, but is proposing to fill and preload that portion of the site not suitable for agriculture. We also understand appropriate mitigation for the indefinite sand storage use would be provided to that portion of the site which will continue to be farmed. As a portion of the site is unable to support agriculture in its current form, the filling and preloading of that area would also not preclude an agricultural use in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Corsie', with a long horizontal line extending to the right.

**Tom Corsie** PPM  
Vice President, Real Estate



# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** September 15, 2025

**From:** Joshua Reis  
Director, Development

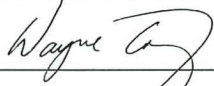
**File:** 01-0172-02/2025-Vol 01

**Re:** Appointment of Approving Officer

### Staff Recommendation

That Chris Bishop, Manager, Development – East, be appointed as an Approving Officer in accordance with Section 77 of the *Land Title Act*.

Joshua Reis  
Director, Development  
(604-247-4625)

| REPORT CONCURRENCE                                                                                                     |                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| CONCURRENCE OF GENERAL MANAGER<br> |                                                                                                    |
| SENIOR STAFF REPORT REVIEW                                                                                             | INITIALS:<br> |
| APPROVED BY CAO<br>                |                                                                                                    |



## **Staff Report**

### **Origin**

The current appointments to the position of Approving Officer are:

- Wayne Craig, General Manager, Planning and Development;
- Joshua Reis, Director, Development;
- Amritpal (Paul) Sandhu, Program Manager – Subdivision and Servicing; and
- Andrew Norton, Manager, Development – West.

Given recent hiring within the Development Applications Department, this report seeks to appoint Chris Bishop as an Approving Officer.

### **Analysis**

The authority for Council to appoint an Approving Officer is found in Section 77 of the *Land Title Act*. The role of the Approving Officer is to evaluate applications for the subdivision or consolidation of land within the City in accordance with all applicable regulations and bylaws.

It is typical practice for Municipalities to assign multiple Approving Officers to provide backup coverage during vacations and absences to ensure timely access to services.

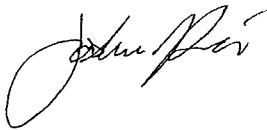
The City has a history of appointing management staff within the Development Applications Department as Approving Officers, given their day-to-day responsibilities in the review of development and subdivision proposals. Chris Bishop has recently assumed the position of Manager, Development – East with the department.

### **Financial Impact**

None.

### **Conclusion**

As a result of staffing changes within the Development Applications Department, it is recommended that Chris Bishop, Manager, Development – East, be appointed to the position of Approving Officer.



Joshua Reis  
Director, Development  
(604-247-4625)

JR:js



# City of Richmond

## Report to Committee

**To:** Planning Committee

**Date:** September 16, 2025

**From:** Peter Russell  
Director, Housing

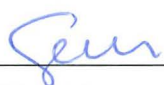
**File:** 08-4057-05/2025-Vol 01

**Re:** Housing Agreement Amendment Application for 7811 Alderbridge Way

### Staff Recommendation

That Housing Agreement (7811 Alderbridge Way) Bylaw No.10090, Amendment Bylaw No. 10645 be introduced and given first, second, and third readings.

Peter Russell  
Director, Housing  
(604-276-4130)

| REPORT CONCURRENCE                                   |                                                                                                         |                                                                                                                          |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>ROUTED TO:</b><br>Development Applications<br>Law | <b>CONCURRENCE</b><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>        | <b>CONCURRENCE OF DEPUTY CAO</b><br> |
| <b>SENIOR STAFF REPORT REVIEW</b>                    | <b>INITIALS:</b><br> | <b>APPROVED BY CAO</b><br>           |

## Staff Report

### Origin

This report outlines a request from the property owner, Onni 7811 Alderbridge Holding Corp. Inc. No. BC1067884 ('Owner') to amend the definitions of permitted rent and eligible tenants in Housing Agreement Bylaw 10090 associated with RZ 17-765420 and DP 18-841057 at 7811 Alderbridge Way.

On November 12, 2024, Council approved changes to the City's Low-End Market Rental (LEMR) Program, updating the permitted rents and income thresholds as described in the report titled "Updating the Low-End Market Rental (LEMR) Program to Support the Delivery of Affordable Housing" dated October 16, 2024.

The updated rates, now set at 10% below CMHC market averages, reflect current market conditions and, therefore, provide for increased development viability and improved long-term financial sustainability, the latter relating to ongoing operations, including for non-profit operators.

The updated rates apply to housing agreements for new or in-stream development applications. The updated rates can be applied to existing agreements where an amending bylaw is adopted by Council. At the time of updating LEMR rent and income thresholds for new housing agreements, staff outlined that updates to existing agreements would be presented to Council for consideration on a case-by-case basis.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

*Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.*

*2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.*

### Analysis

The housing agreement amendment application for the Onni development at 7811 Alderbridge Way implements the updated LEMR rent rates endorsed in November, 2024. Housing Agreement Bylaw No. 10090 was adopted on May 25, 2020, and secures 21 LEMR homes. This development also includes 347 market-ownership homes and 275 m<sup>2</sup> (2,960 ft<sup>2</sup>) of commercial space. The 21 LEMR homes are distributed throughout the development, and the operator is yet to be determined. The Onni development is in the early stages of construction and is not yet tenanted.

The requested amendment would have the effect of repealing and replacing the existing housing agreement. The repeal and replace approach ensures consistency in the terms of the agreement and lessens the administrative burden of oversight and enforcement when carrying out the statutory declaration process.



In addition to amendments pertaining to rents and income thresholds, the changes include minor drafting updates that modernize the older agreement without altering the core obligations of the owner. Notable changes to this agreement are outlined below:

- The application seeks amendments to the definitions of “permitted rent” and “eligible tenant”. Council’s approval of the requested amendments would bring maximum rent rates and income thresholds into alignment with the rates established within the City’s updated LEMR Program framework. Specifically, the amendments would set permitted rent rates at 10% below CMHC average market rents applicable to the City of Richmond, and income thresholds would be set at the point at which annual rents reflect 30% of the gross (before-tax) household income.
- The amendment bylaw includes a provision that would allow the LEMR owner to charge tenants for parking as set out by Council policy adopted on July 28, 2025.

### **Financial Impact**

None

### **Conclusion**

The proposed amendment to Housing Agreement Bylaw No. 10090 aligns maximum permitted rents and tenant eligibility with the rates and limits endorsed by Council in November, 2024.



Laurel Eyton  
Planner 1, Affordable Housing  
(604-247-4944)



# City of Richmond

## Bylaw 10645

### **Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090, Amendment Bylaw No. 10645**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as “**Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090, Amendment Bylaw No. 10645**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

|                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF<br>RICHMOND                                                                                                                          |
| APPROVED<br>for content by<br>originating<br>Division<br> |
| APPROVED<br>for legality<br>by Solicitor<br>            |

Schedule 1 to Bylaw 10645

**SCHEDULE A**

**To Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090**

**HOUSING AGREEMENT BETWEEN ONNI 7811 ALDERBRIDGE HOLDING CORP.,  
INC. NO. BC1067884 AND THE CITY OF RICHMOND**



**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**  
**(Section 483 Local Government Act)**

**THIS AMENDMENT** is dated for reference \_\_\_\_\_, 2025

**BETWEEN:**

**ONNI 7811 ALDERBRIDGE DEVELOPMENT LIMITED PARTNERSHIP**, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at at 200- 1010 Seymour Street, Vancouver, B.C. V6B 3M6, by its general partner **ONNI DEVELOPMENT (7811 ALDERBRIDGE) CORP.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at at 200- 1010 Seymour Street, Vancouver, B.C. V6B 3M6

(the “Beneficiary”)

**AND:**

**ONNI 7811 ALDERBRIDGE HOLDING CORP.** (Incorporation No. BC1067884), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 200- 1010 Seymour Street, Vancouver, B.C. V6B 3M6

(the “Nominee”, together with the Beneficiary, the “Owner”)

**AND:**

**CITY OF RICHMOND**, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1

(the “City”)

**WHEREAS:**

- A. The Beneficiary is the beneficial owner and the Nominee is the registered owner of the Lands (as hereinafter defined);
- B. The Owner applied to the City for permission to rezone the Lands, pursuant to the Rezoning Application no. 17-765420 (the “Rezoning”), to permit the construction of a Development on the Lands;
- C. As a consideration of Rezoning, the Owner and the City entered into a Housing Agreement dated for reference December 10, 2019 (the “Original Agreement”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement (7811 Alderbridge Way) Bylaw No. 10090;

Housing Agreement (Section 483 *Local Government Act*)  
7811 Alderbridge Way and 7028 River Parkway  
Application No. RZ 17-765420 Zoning Bylaw No.9867  
RZ Consideration #17

- D. The Owner is now applying to the City for permission to revise the maximum rent and maximum household income and thus the Owner and the City have now agreed to enter into this Agreement for the purpose of replacing the Original Agreement,

**NOW THEREFORE** in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words have the following meanings:

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **"Affordable Housing Parking"** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (c) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (d) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (f) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **"CCAP"** means the portion of the OCP known as the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (h) **"City"** means the City of Richmond;
- (i) **"City Solicitor"** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (j) **"CMHC"** means the Canada Mortgage and Housing Corporation or its successor in function;

Housing Agreement (Section 483 *Local Government Act*)  
7811 Alderbridge Way and 7028 River Parkway)  
Application No. RZ 17-765420 Zoning Bylaw No.9867  
RZ Consideration #17  
Housing Agreement Bylaw 10090, Amendment Bylaw 10645

- (k) **"CMHC Average Rental Rates"** means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (l) **"Common Amenities"** means, together, the Common Recreational Facilities and the Common Transportation Facilities;
- (m) **"Common Recreational Facilities"** means all common space for the active or passive recreation, cultural and social enjoyment, including indoor and outdoor areas, recreational facilities and amenities, provided for the use of all residential occupants of the Development, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation fitness facilities, and related access routes;
- (n) **"Common Transportation Facilities"** means all transportation facilities provided for the use of all residential occupants of the Lands, including all Tenants, as required by the OCP, CCAP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, any required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities and related access routes;
- (o) **"CPI"** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (p) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to Section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (q) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands;
- (r) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (s) **"Director, Housing Office"** means the City's Director, Housing Office, and his or her designate;
- (t) **"Dwelling Unit"** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;



- (u) **“Eligible Tenant”** means a Family having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formula:
  - (i) 90% of the then current CMHC Average Rental Rate for the applicable number of bedrooms and unit type, multiplied by 12 and then divided by 0.30,

provided however that:

  - (ii) if there is a decrease in such then current CMHC Average Market Rental Rate following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
  - (iii) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive;
- (v) **“Family”** means:
  - (i) a person;
  - (ii) two (2) or more persons related by blood, marriage or adoption; or
  - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (w) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (x) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the construction, use and transfer of the Affordable Housing Units;
- (y) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (z) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (aa) **“Lands”** means certain lands and premises legally described as PID: 031-095-941 Lot 1 Section 5 Block 4 North Range 6 West NWD Plan EPP91427, as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (bb) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (cc) **“LTO”** means the New Westminster Land Title Office or its successor;
- (dd) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw* 7230, as may be amended or replaced;
- (ee) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (ff) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (gg) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (hh) **“Permitted Rent”** means:
  - (i) an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement, provided that:
  - (ii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
  - (iii) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (ii) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (jj) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

Housing Agreement (Section 483 *Local Government Act*)  
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 Application No. RZ 17-765420 Zoning Bylaw No.9867  
 RZ Consideration #17  
 Housing Agreement Bylaw 10090, Amendment Bylaw 10645

- (kk) **“Residential Tenancy Regulation”** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ll) **“Senior”** means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (mm) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (nn) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (oo) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (pp) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (qq) **“Zoning Bylaw”** means Richmond Zoning Bylaw 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;



- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner (or in the case of a corporate owner the director, officer, or authorized signatory of the Owner), containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City’s absolute determination, the City reasonably believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
  - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:

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- (i) submitted to the City a Development Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary spaces assigned for the exclusive use of an Affordable Housing Unit; and
- (ii) at its cost, executed and registered against title to Lot 3, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units and all Common Amenities and other ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit for the Lands;
- (c) not apply for an Occupancy Certificate in respect of the Development, other than for the Affordable Housing Units and related uses and areas and the Building(s) in which the Affordable Housing Units are situated, nor take any action to compel issuance of an Occupancy Certificate, for provisional or final occupancy of the Development, other than for the Affordable Housing Units and related uses and areas and the Building(s) in which the Affordable Housing Units are situated, unless and until all of the following conditions are satisfied:
  - (i) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
  - (ii) the Affordable Housing Units and related uses and areas, and the Building(s) in which the Affordable Housing Units are situated, have received an Occupancy Certificate; and
  - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities;

provided that if and to the extent that the Housing Covenant contemplates staged construction and occupancy of the Affordable Housing Units, the terms of the Housing Covenant will govern;

- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and

- (e) not Subdivide the Affordable Housing Units into individual strata lots or air space parcels. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan or air space subdivision plan, that the Affordable Housing Units will together form no more than one (1) strata lot or air space parcel, as applicable.

### ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or an Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in one Building; and
  - (b) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
  - (a) includes the following provision:
 

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:

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- (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
    - (ii) the number of occupants of the Affordable Housing Unit;
    - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under; and
    - (iv) the number of occupants of the Affordable Housing Unit who are Seniors;
  - (b) defines the term "Landlord" as the Owner of the Affordable Housing Unit; and
  - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
    - (i) move-in/move-out fees;
    - (ii) strata fees;
    - (iii) strata property contingency reserve fees;
    - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation Affordable Housing Parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
    - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or

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- (vi) property or similar tax;

provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, electricity (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
- (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by any other residential occupant of the Development;

and notwithstanding Section 3.6(d)(iv) as it relates to Affordable Housing Parking, the Owner may require the Tenant or any permitted occupant to pay extra charges for Affordable Housing Parking if:

- (x) City Council, at its sole discretion, establishes a policy permitting extra monthly or annual parking charges for the use, by tenants or other permitted occupants of low-end market rental housing units, of those parking spaces required to be provided for the exclusive use of low-end market rental housing units pursuant to:
  - A. the Zoning Bylaw; or
  - B. agreements, covenants and charges granted to the City (including covenants pursuant to Section 219 of the *Land Title Act*) in respect of, *inter alia*, the construction and use of low-end market rental housing units and parking spaces; and
- (xi) such charges payable are equal to or less than the charges payable by any other occupant of a Dwelling Unit at or below the prevailing market rates for rental properties in the City;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

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- (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in Section 1.1(u) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the *Residential Tenancy Act* and in such circumstance, the Tenant may not sublease the Affordable Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for Section 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in Section 1.1(u), Eligible Tenant, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to Section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

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**ARTICLE 4  
DEMOLITION OF AFFORDABLE HOUSING UNIT**

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Affordable Housing Unit, as applicable, has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

**ARTICLE 5  
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw, which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to Section 3.6(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to Section 3.6(d). Notwithstanding the foregoing, the strata corporation

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may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.

- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

## ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
  - (i) delivered to the City the method and schedule for remedying the default;
  - (ii) commenced remedying the default; and
  - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

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the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

- 6.3 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under Section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands.
- (d) if this Agreement is filed in the LTO as a notice under Section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after an Occupancy Certificate has been issued for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units, including the common property of any applicable strata corporation; and the City will partially release this Agreement accordingly, provided however that:
  - (i) the City has no obligation to execute the necessary documents for release until a written request therefor from the Owner is received by the City, which request includes the registrable form of release (Form 17 (Cancellation of Charge, Notation or Filing));
  - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owner;
  - (iii) the City has a reasonable time within which to execute such documents for the Form 17 (Cancellation of Charge, Notation or Filing) and return the same to the Owner for registration; and
  - (iv) the Owner acknowledges that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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The Owner acknowledges and agrees that notwithstanding a partial release of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial release, otherwise unamended.

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the Strata Property Act, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots in the legal parcel in which the Affordable Housing Units are situated (including Affordable Housing Units and non-Affordable Housing Units);
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

## 7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

## 7.3 Modification

Subject to Section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

## 7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

If applicable, the Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation; and
- (b) as the owner of the air space parcel or remainder parcel containing the Affordable Housing Units at any applicable meetings of the owners of the other Subdivided parcels of the Lands,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Affordable Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, and/or the Parking Operator, as applicable.

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If the Owner fails to ensure good and efficient management of the Affordable Housing Units or maintain the Affordable Housing Units as required by this Section 7.4, then, after applicable notice and cure periods, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

#### **7.5 Indemnity**

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### **7.6 Release**

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit, Building Permit, or Occupancy Certificate for, or refusal to permit occupancy of, any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

#### **7.7 Survival**

The obligations of the Owner set out in this Agreement, including but not limited to Sections 7.5 and 7.6, will survive termination or discharge of this Agreement.

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## 7.8 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under Section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

## 7.9 **City's Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

## 7.10 **Agreement for Benefit of City Only**

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

## 7.11 **No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

## 7.12 **Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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To: Clerk, City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Copies to: City Solicitor, and the Director, Housing Office,

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

**7.13 Enuring Effect**

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**7.14 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

**7.15 Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

**7.16 Sole Agreement**

This Agreement, and any documents signed by the Owner contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

**7.17 Further Assurance**

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

**7.18 Covenant Runs with the Lands**

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

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**7.19 Equitable Remedies**

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

**7.20 No Joint Venture**

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

**7.21 Applicable Law**

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

**7.22 Deed and Contract**

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

**7.23 Joint and Several**

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

**7.24 Limitation on Owner's Obligations**

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to Section 7.1.

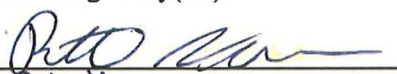
**7.25 Counterparts**

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

*[remainder of page intentionally blank]*

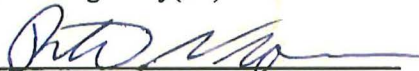
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**ONNI 7811 ALDERBRIDGE  
DEVELOPMENT LIMITED  
PARTNERSHIP**, by its general partner  
**ONNI DEVELOPMENT (7811  
ALDERBRIDGE) CORP.**  
by its authorized signatory(ies):

Per:   
Name: Rob Vrooman

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**ONNI 7811 ALDERBRIDGE HOLDING  
CORP.,  
(INC. NO. BC1067884)**  
by its authorized signatory(ies):

Per:   
Name: Rob Vrooman

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

**CITY OF RICHMOND**  
by its authorized signatory(ies):

Per: \_\_\_\_\_  
Malcolm D. Brodie, Mayor

Per: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

|                                                    |
|----------------------------------------------------|
| CITY OF<br>RICHMOND                                |
| APPROVED<br>for content by<br>originating<br>dept. |
| Legal Advice                                       |
| DATE OF COUNCIL<br>APPROVAL<br>(if applicable)     |



**SCHEDULE A to Housing Agreement**

**STATUTORY DECLARATION  
(Affordable Housing Units)**

|                              |   |                                                                    |
|------------------------------|---|--------------------------------------------------------------------|
| CANADA                       | ) | IN THE MATTER OF Unit Nos. _____ - _____                           |
|                              | ) | (collectively, the " <b>Affordable Housing Units</b> ") located at |
|                              | ) | _____                                                              |
| PROVINCE OF BRITISH COLUMBIA | ) | (street address), British Columbia, and Housing Agreement          |
|                              | ) | dated _____, 20____ (the " <b>Housing</b>                          |
| TO WIT:                      | ) | <b>Agreement</b> ") between                                        |
|                              | ) | _____ and the                                                      |
|                              | ) | City of Richmond (the " <b>City</b> ")                             |

I, \_\_\_\_\_ (full name),  
of \_\_\_\_\_ (address) in the Province  
of British Columbia, DO SOLEMNLY DECLARE that:

1. ☐ I am the registered owner (the "**Owner**") of the Affordable Housing Units;  
or,  
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;
3. To the best of my knowledge, continuously since the last Statutory Declaration process:
  - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
  - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "**Information Table**") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

*Page 1 of 2 – continued on next page...*

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... continued from Page 1 – Page 2 of 2

5. I obtained the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_ in the  
Province of British Columbia, Canada, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
A Notary Public and a Commissioner for taking  
Affidavits in and for the Province of British  
Columbia

\_\_\_\_\_  
(Signature of Declarant)  
Name:

*Declarations should be signed, stamped, and dated and witnessed by a lawyer,  
notary public, or commissioner for taking affidavits.*

## Appendix A to Statutory Declaration

| Building Name:                 |                    | Building Address:                          |                         | Property Manager Name:                                                                                                                         |                                                                                                             | Property Manager Phone Number: |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |
|--------------------------------|--------------------|--------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------|-----------------|--------------|-----------------------|--------------|--------------------|-------------------|
| Property Management Company:   |                    | Property Manager Email:                    |                         | Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.) |                                                                                                             |                                |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |
| Unit and Household Information |                    |                                            |                         | Income and Rent                                                                                                                                |                                                                                                             |                                |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |
| Row #                          | Unit #             | Unit Type<br>(Studio, 1 Bed, 2 Bed, 3 Bed) | Number of Occupants (#) | Related to Owner<br>(Yes/No)<br>(Provide one response per occupant)                                                                            | Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#) | Starting Year of Tenancy       | Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant) | Income Verification Received (Yes/No) (Provide one response per occupant) | Before-tax Total Income of All Occupants 18 years & Over | Rent (\$/Month) | Parking Fees | Move-in/Move-out Fees | Storage Fees | Amenity Usage Fees | Other Tenant Fees |
| 0                              | EXAMPLE ONLY - 101 | 3 BR                                       | 4                       | No                                                                                                                                             | 1                                                                                                           | 2022                           | \$31,049                                                                                        | Yes                                                                       | \$61,638                                                 | \$1,611.19      | \$           | \$                    | \$           | \$                 | \$                |
| 1                              |                    |                                            |                         | No                                                                                                                                             |                                                                                                             |                                | \$22,764                                                                                        | Yes                                                                       |                                                          |                 |              |                       |              |                    |                   |
| 2                              |                    |                                            |                         | No                                                                                                                                             |                                                                                                             |                                | \$7,825                                                                                         | Yes                                                                       |                                                          |                 |              |                       |              |                    |                   |
| 3                              |                    |                                            |                         | No                                                                                                                                             |                                                                                                             |                                |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |
| 4                              |                    |                                            |                         |                                                                                                                                                |                                                                                                             |                                |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |
| 5                              |                    |                                            |                         |                                                                                                                                                |                                                                                                             |                                |                                                                                                 |                                                                           |                                                          |                 |              |                       |              |                    |                   |

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)

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### CONSENT AND PRIORITY AGREEMENT

With respect to the Amended and Restated Housing Agreement (the “**Housing Agreement**”) made pursuant to section 483 of the *Local Government Act* between the City of Richmond and ONNI 7811 ALDERBRIDGE DEVELOPMENT LIMITED PARTNERSHIP, and ONNI 7811 ALDERBRIDGE HOLDING CORP. (together, the “**Owner**”) in respect of the Lands (as described in the Housing Agreement).

The Toronto-Dominion Bank (the “**Bank**”) is the holder of a mortgage and assignment of rents encumbering the Lands which mortgage and assignment of rents is/are registered in the Lower Mainland Land Title Office under the following numbers: Mortgage CA5111424 as extended by CA8187521 and modified by CA8205190, and Assignment of Rents CA5111425 as extended by CA8187522 and modified by CA8205191 (collectively, the “**Bank Charge(s)**”).

The Bank, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agree to by the Bank, hereby consents to the granting of the covenants in the Amendment by the Owner and hereby covenants that the Housing Agreement shall bind the Bank Charge(s) in the Lands and shall rank in priority upon the Lands over the Bank Charge(s) as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charge(s) and prior to the advance of any monies pursuant to the Bank Charge(s). The grant of priority is irrevocable, unqualified and without reservation or limitation.

**The Toronto-Dominion Bank**  
by its authorized signatory(ies):

Per:

Name:



**Connor Andersen | Director |  
National Real Estate Group |  
TD Bank Financial Group**

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