

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: December 07, 2015

CASE NO(S): PL051129

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant:	Leslie Elgin Developments Inc.
Subject:	Application to amend Zoning By-law No. 2325-68 of the former Township of Markham – Refusal or neglect of the Town of Richmond Hill to make a decision “Agricultural”
Existing Zoning:	
Proposed Zoning:	Various site-specific zoning designations and categories to permit the development of a range of low, medium and high density residential units including single detached, semi-detached, quadruplexes, townhouses, apartments and other multi-unit dwellings as well as for commercial, institutional, mixed use, open space and employment land uses
Purpose:	To permit the development of a residential community together with complimentary commercial, institutional, open space and employment uses consistent with the policies of Official Plan Amendment No. 257 (OPA 257) – the North Leslie Secondary Plan – by implementing the development of a plan of subdivision providing for a range of low, medium and high density residential units including single detached, semi-detached, quadruplexes, townhouses, apartments and other multi-unit dwellings as well as for commercial, institutional, mixed use, open space and employment land uses
Property Address/Description:	Part of Lots 27 & 28, Concession 3, E.Y.S. and Block 10 of Registered Plan 65M-3997, located west of Highway 404, east of Leslie Street, approximately 400 metres north of Elgin Mills Road East and south of 19 th Avenue
Municipality:	Town of Richmond Hill

Municipal File No.: D02-04057
 OMB Case No.: PL051129
 OMB File No.: Z050156
 OMB Case Name: Leslie Elgin Developments Inc. v. Richmond Hill (Town)

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Leslie Elgin Developments Inc.
 Subject: Proposed Plan of Subdivision - Failure of the Town of Richmond Hill to make a decision
 Purpose: To permit the development of a residential community together with complimentary commercial, institutional, open space and employment uses consistent with the policies of Official Plan Amendment No. 257 (OPA 257) – the North Leslie Secondary Plan – by implementing the development of a plan of subdivision providing for a range of low, medium and high density residential units including single detached, semi-detached, quadruplexes, townhouses, apartments and other multi-unit dwellings as well as for commercial, institutional, mixed use, open space and employment land uses
 Property Address/Description: Part of Lots 27 & 28, Concession 3, E.Y.S. and Block 10 of Registered Plan 65M-3997, located west of Highway 404, east of Leslie Street, approximately 400 metres north of Elgin Mills Road East and south of 19th Avenue
 Municipality: Town of Richmond Hill
 Municipal File No.: 19T(R)-04009
 OMB Case No.: PL051129
 OMB File No.: S050095

Heard: November 18, 2015 in Richmond Hill, Ontario

APPEARANCES:

Parties

Leslie Elgin Developments Inc.

Counsel*/Representative

I. Kagan*
 A. DeGasperis*

Town of Richmond Hill	A. Dimilta*
Region of York	G. Szobel*
775377 Ontario Ltd. (known as Belmont)	S. Rosenthal*
Toronto and Region Conservation Authority	D. Cheng

DECISION DELIVERED BY SUSAN de AVELLAR SCHILLER AND ORDER OF THE BOARD

INTRODUCTION

[1] Leslie Elgin Developments Inc. (“Leslie Elgin”) wishes to develop its lands within the North Leslie Secondary Plan area within the Town of Richmond Hill (“Town”). The Leslie Elgin lands are located west of Highway 404, east of Leslie Street, approximately 400 metres north of Elgin Mills Road East and south of 19th Avenue.

[2] In support of the proposed development, applications were made to the Town for a zoning by-law amendment and for a plan of subdivision. The Town having failed to make a decision on these applications, Leslie Elgin appealed these matters to this Board.

[3] The initial applications were filed in 2003. The applications have undergone a series of revisions to respond to agency comments and the results of technical studies. Revised applications were filed.

[4] The lands are within, and part of, the North Leslie Secondary Plan area. The North Leslie Secondary Plan was approved by the Board as Official Plan Amendment 257 to the Town’s Official Plan.

[5] The revised proposed by-law now comes to the Board as By-law No. 55-15 (“By-

law”). The By-law implements the North Leslie Secondary Plan for the entire North Leslie Secondary Plan area. The By-law also repeals By-law No. 2325-68 of the former Township of Markham insofar as it affects the lands in By-law No. 55-15.

[6] The By-law was filed in these proceedings as Exhibit 3, Tab 11, and is found at Attachment 1 to this decision.

[7] The last revision to the draft plan of subdivision was November 10, 2015. The draft plan of subdivision, dated November 10, 2015, is now before the Board.

[8] The draft plan of subdivision was filed as Exhibit 3, Tab 6 in these proceedings and is found at Attachment 2 to this decision.

[9] The conditions of draft plan approval were filed in these proceedings as Exhibit 3, Tab 10 and are found at Attachment 3 to this decision.

[10] The By-law and draft plan of subdivision, with conditions of draft plan approval, now come to the Board on consent of all parties.

[11] An initial issue at a pre-hearing dealt with the possibility of a roadway flyover of Highway 404 from the City of Markham (“City”) on the east across Highway 404 to the Town on the west.

[12] Several interests, including the City, had been added as parties at the first prehearing with a stated interest confined to the issue of the flyover.

[13] The flyover is no longer being pursued in these proceedings.

[14] As a result, the City withdrew as a party to these proceedings.

[15] Both Honda Canada and Enbridge Gas Distribution Inc. had been added as parties with an interest solely in the question of the flyover. With the flyover no longer

being pursued, both of these parties have indicated that their issues have been resolved and neither party appeared in this hearing of the merits.

[16] The Toronto and Region Conservation Authority (“TRCA”) advised the Board that all its issues had now been resolved. Doris Cheng attended these proceedings to assist the Board and answer any questions the Board might have. In the result, the Board did not have questions for Ms. Cheng but the Board very much appreciates the courtesy extended by TRCA in having Ms. Cheng attend these proceedings.

[17] The York Region District School Board (“YRDSB”) advised Leslie Elgin that the YRDSB issues were now resolved and counsel for Leslie Elgin conveyed this advice to the Board at this appearance. YRDSB did not attend these proceedings.

[18] The Board heard from Lauren Capilongo. The Board qualified Ms. Capilongo to provide the Board with independent expert opinion evidence in land use planning matters.

ANALYSIS AND FINDINGS

[19] The site is approximately 73 hectares (“ha”) in size.

[20] The proposal is for 826 residential units that represent a range and variety of housing. The proposal includes a mix of single detached units, semi-detached units, townhouses, mixed commercial/residential areas, live-work units and some medium density residential units intended as a retirement residence.

[21] The residential uses are generally located in the centre of the site, wrapped around a proposed campus style school block and adjacent park. The medium density residential use and the mixed use commercial/residential use are on the west side, adjacent to Leslie Street.

[22] Employment uses are included in the proposed development. A neighbourhood

commercial use is located at the southwest corner of the site. A mixed use commercial/office block is at the northwest corner of the site and there is a small office block proposed for the northeast corner of the site, in addition to the commercial component of the mixed commercial/residential use.

[23] Streets of varying capacity have been laid out to provide access to Leslie Street on the west side, with possible connectors to lands located adjacent both to the north and to the south of the subject site.

[24] A Master Environmental Servicing Plan has been prepared, peer reviewed and accepted.

[25] The site has substantial natural heritage features and two significant built heritage features. Both the natural heritage features and the built heritage features have been fully protected in the zoning and draft plan of subdivision for the site.

[26] The natural heritage features almost completely encircle the central area that contains the majority of the residential uses and the school.

[27] Large portions of the site are within the protected countryside of the Greenbelt Plan.

[28] Two watercourses traverse the site. One goes along the west side of the site and one goes along the east side of the site.

[29] There are two provincially significant wetlands ("PSW") on the site. One PSW is on the northern portion of the site and includes a heronry. A second PSW is in the southwest area of the site.

[30] All the natural heritage lands are zoned Environmental Protection Area. Lands within the Greenbelt that are located in the northeastern portion of the site are zoned Agricultural.

[31] There are two significant built heritage resources on the site: the John Hilts House and the John McCague House.

[32] The John Hilts House was built in 1840 the John McCague House was built in 1860.

[33] Both properties have been designated under Part IV, s.29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18. The houses are being retained *in situ* with their respective heritage attributes preserved.

[34] The Board finds that the planning instruments before the Board have had appropriate regard for the matters of provincial interest as set out in s. 2 of the *Planning Act*, R.S.O. 1990 c. P.13 ("Act"), are consistent with the Provincial Policy Statement, conform to the Growth Plan for the Greater Golden Horseshoe and conform to the Greenbelt Plan.

[35] The Board finds that the By-law conforms to the North Leslie Secondary Plan and that the draft plan of subdivision, subject to conditions, complies with the By-law.

[36] The Board finds that the draft plan of subdivision, subject to conditions, has had regard for the criteria set out in s. 51(24) of the Act.

ORDER

[37] The Board orders that:

1. The appeal by Leslie Elgin Developments Inc. is allowed in part.
2. By-law No. 55-15 of the Town of Richmond Hill, as found at Attachment 1 to this decision, is in full force and effect and the provisions of By-law No. 2325-68 of the former Township of Markham are hereby repealed insofar as it affects the lands in By-law No. 55-15.
3. The draft plan of subdivision, as found at Attachment 2 to this decision, is

approved subject to the conditions found at Attachment 3 to this decision.

4. Pursuant to s. 51(56.1) of the Act, final approval of the plan of subdivision for the purposes of s. 51(58) of the Act is given to the Town of Richmond Hill.

“Susan de Avellar Schiller”

SUSAN de AVELLAR SCHILLER
VICE-CHAIR

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Ontario Municipal Board

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**THE CORPORATION OF THE
TOWN OF RICHMOND HILL**

BY- LAW NO. 55-15

**NORTH LESLIE SECONDARY PLAN
AREA
ZONING BY-LAW**

EXPLANATORY NOTE TO BY-LAW 55-15

LANDS AFFECTED

By-law No. 55-15 is a Comprehensive Zoning By-law that applies to the lands located within the area covered by Official Plan Amendment Number 257, the North Leslie Secondary Plan, as shown on Schedule "A" to this By-law.

EXISTING ZONING

The lands subject to this By-law were zoned in accordance with By-law 2325-68, as amended of the Town of Richmond Hill. The existing zoning for these lands is generally Agricultural.

PURPOSE

The purpose of By-law No. 55-15 is to prohibit the use of land and the erection of buildings and structures except for such purposes as set out in this By-law and to regulate the type of construction, height, bulk, location, size, floor area, spacing, character and use of buildings or structures on the lands covered by this By-law. It is intended that this By-law implement the policies contained within Official Plan Amendment Number 257, the North Leslie Secondary Plan.

The new zoning categories are intended to be consistent with the newer residential, commercial, and mixed use Zones used elsewhere in the Town and establishes other Zone categories to recognize and protect environmentally significant areas.

EFFECT OF BY-LAW

The effect of By-law No. 55-15 is to place all lands within Zones that will lead to the development of a residential community together with complimentary commercial, institutional and open space uses in the Urban Area consistent with the policies of Official Plan Amendment Number 257, the North Leslie Secondary Plan. This By-law will be implemented through plans of subdivision providing for a range of low, medium, and medium/high density residential units and provides for development standards for commercial, mixed use, and employment land uses.

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**THE CORPORATION OF THE TOWN
OF RICHMOND HILL**

By-law 55-15

WHEREAS it is considered desirable for the control of development within the area affected by Official Plan Amendment Number 257, the North Leslie Secondary Plan, to prohibit the use of land and the erection and use of buildings or structures except for certain purposes, and to regulate the type of construction and the height, bulk, location, size, floor area, character and use of buildings in accordance with the provisions of Section 34 of the *Planning Act*, R.S.O. 1990, as amended;

NOW THEREFORE THE ONTARIO MUNICIPAL BOARD ORDERS THE
FOLLOWING:

SECTION 1 ADMINISTRATION

1.1 TITLE

This By-law shall be known as the "North Leslie Secondary Plan Area Zoning By-law" of the Town of Richmond Hill.

1.2 ZONING SCHEDULES

Schedule "A" shows the area of all lands covered by this By-law.

1.3 COMPLIANCE WITH ZONING BY-LAW

No land, building or structure shall be used and no building or structure shall be erected, altered or enlarged after the passage of this By-law except in conformity with the provisions of this By-law.

1.4 CALCULATING REQUIRED MINIMUM YARDS

In calculating required minimum yards, the minimum horizontal distance from the respective lot lines shall be used. Except as may be established elsewhere in this by-law, the minimum yard requirement from the hypotenuse of the daylight triangle shall be the lesser of the yards required along the exterior lot lines of the lot.

1.5 BUILDING PERMITS, CERTIFICATES OF OCCUPANCY AND MUNICIPAL LICENCES

No permit for the use of land or for the erection or use of any building or structure and no Certificate of Occupancy or approval of application for municipal licence within the jurisdiction of Council shall be issued or given, where the proposed building, structure or use is in violation of any provision contained in this By-law.

1.6 ENFORCEMENT

Any person convicted of a violation of this By-law is liable, at the discretion of the convicting Justice, on first conviction to a fine of not more than \$25,000.00 and on a subsequent conviction to a fine of not more than \$10,000.00 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

Any corporation convicted of a violation of this By-law is liable, at the discretion of the convicting Justice, on first conviction to a fine of not more than \$50,000.00 and on a subsequent conviction to a fine of not more than \$25,000.00 for each day or part thereof upon which the contravention has continued after the day on which the corporation was first convicted.

1.7 SEVERABILITY

A decision of a Court that one or more of the provisions of this By-law are invalid in whole or in part does not affect the validity, effectiveness, or enforceability of the other provisions or parts of the provisions of this By-law.

1.8 EFFECTIVE DATE

This By-law shall come into force upon the approval of the Ontario Municipal Board.

1.9 REPEAL OF FORMER BY-LAWS

The provisions of By-law 2325-68 of the former Township of Markham, as amended, are hereby repealed insofar as it affect the lands covered by this By-law.

SECTION 2 ESTABLISHMENT OF ZONES

2.1 ZONES

For the purposes of this By-law, the following **zones** are established and they may be referred to by the name or by the symbol set opposite the name of the **zone** below:

RESIDENTIAL ZONES

Low Density Zones

R2	Single Detached Two Zone
R3	Single Detached Three Zone
R4	Single Detached Four Zone
R5	Single Detached Five Zone
R6	Single Detached Six Zone
R7	Single Detached Seven Zone
R8	Single Detached Eight Zone
R11	Single Detached Eleven Zone
RD1	Semi-detached One Zone
RD2	Semi-detached Two Zone
RWS1	Residential Wide Shallow One Zone
RWS2	Residential Wide Shallow Two Zone
RWS3	Residential Wide Shallow Three Zone

Medium Density Residential Zones

RM1	Multiple Residential One Zone
RM4	Multiple Residential Four Zone

High Density Residential Zones

RM10	Multiple Residential Ten Zone
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COMMERCIAL ZONES

C1	Neighbourhood Commercial Zone
OC1	Office Commercial Zone
MU1	Mixed Use One Zone
MU2	Mixed Use Two Zone
MU3	Mixed Use Three Zone

INSTITUTIONAL ZONES

I1 - Institutional One Zone

EMPLOYMENT ZONES

M- 1	High Performance Industrial Zone
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OPEN SPACE AND ENVIRONMENTAL ZONES

P	Park Zone
EPA2	Environmental Protection Two Zone
O	Open Space Zone

AGRICULTURAL ZONES

A1	Agriculture Zone
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2.2 LOCATION OF ZONES

The **zones** and **zone** boundaries are shown on the schedule(s) which are **attached** to and form part of this By-law.

2.3 DETERMINING ZONE BOUNDARIES

Where the boundary of any **zone** is shown on the schedule(s) forming part of this By-law, the following provisions shall apply:

- a) Where a **zone** boundary is indicated as approximately following **lot lines** shown on a registered Plan of Subdivision or **lots** registered in a registry **office** or land titles **office**, the boundary shall follow such **lot lines**.
- b) Where a **street, lane** or railway right-of-way, electrical transmission line right-of-way, or watercourse is included on the schedule(s) to this By-law and serves as a boundary between two or more different **zones**, a line midway on such **street, lane**, right-of-way or watercourse shall be considered the boundary between **zones** unless specifically indicated otherwise.
- c) Where a **zone** boundary is indicated as following the limits of the Town of Richmond Hill, the limits of the Town of Richmond Hill shall be the boundary.
- d) Where none of the above provisions apply, the **zone** boundary shall be scaled from the **attached** schedule(s).

2.4 EXCEPTION ZONES

Where a **zone** symbol on the **attached** schedule(s) is followed by one or more bracketed numbers, e.g. R2(1) or R2(1)(8), the bracketed numbers refer to subsections in Section 7 - Exceptions of this By-law.

SECTION 3 PERMITTED USES

3.1 ZONES

Uses which are permitted in the following **zones** are identified on the following tables:

ZONE	TABLE
Residential Zones	Table A1
Commercial Zones	Table B1
Institutional Zone	Table C1
Open Space and Environmental Zones	Table D1
Industrial Zone	Table E1
Agricultural Zone	Table F1

Permitted uses in a **zone** are noted by the letter 'X' in the column for that **zone** corresponding with the row for a specific permitted use. A number or numbers following the symbol 'X', or following the **zone** heading, or following the name of a permitted use, indicates that one or more special provisions apply to the noted use or **zone**. Special provisions are listed at the end of the table.

TABLE A1 - RESIDENTIAL ZONES
SPECIAL PROVISIONS
ALL NUMBERS ARE IN METRIC, UNLESS OTHERWISE NOTED

1	An apartment retail store shall have a maximum gross floor area 28.0 square metres.
2	A Retail Store, an Office and Personal Service Shop uses are only permitted within a building also containing residential uses.

**TABLE B1 - COMMERCIAL ZONES
PERMITTED USES**

ZONE	C1 (1)(2)	OC1 (8)	MU1 (6)	MU2 (5)(6)	MU3 (6)
USE					
Apartment dwelling	X		X (7)	X (7)	
Artist or Photographic Studio	X		X		X
Automobile Service Station	X				
Bake Shop	X				
Back-to Back Dwelling	X (9)		X (7)	X (7)	
Banquet Hall		X			
Block townhouse dwelling	X (3)		X (3)	X (3)	
Clinics			X	X	X
Commercial Club	X				
Convention Centre		X			
Convenience retail store	X		X	X	X
Day nursery	X		X		X
Financial institution	X				
Health Centre	X				
Home Occupation	X		X		
Hotel		X			
Laundromat	X				
Laundry and dry cleaning establishment	X		X	X	X
Medical Office			X	X	X
Offices	X	X	X	X	X
Motor Vehicle Washing Establishment	X				
Personal service shops	X		X	X	X
Place of Worship	X				
Private club	X				
Private School		X			
Quadruplex dwelling	X (3)		X (3)	X (3)	
Restaurant	X			X	X
Restaurant, Fast Food	X			X	X
Restaurant, Take out	X			X	X
Retail store	X		X		X
Street Townhouse dwelling	X (4)		X (4)	X (4)	
Supermarket	X				

TABLE B1 - COMMERCIAL ZONES
SPECIAL PROVISIONS
 All numbers are in metric, unless otherwise shown

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	In a building containing both commercial and residential uses , apartment dwellings shall be connected to and form an integral part of a building containing commercial uses ; no dwelling units shall be permitted on the ground floor; and, access to the residential units shall be separate from the access to the commercial uses within the building .
2	The outdoor storage of goods, material, machinery or equipment is prohibited.
3	Block Townhouse and Quadruplex dwellings shall conform to RM1 zone standards.
4	Street Townhouse dwellings shall conform to the RWS2 zone standards.
5	Residential uses are only permitted if the residential use is located in a building having only non-residential uses at grade.
6	A building used for a single non-residential use shall not exceed 929 square metres in Gross Leasable Floor Area.
7	Apartment dwellings and Back-to-back dwellings shall conform to the RM4 zoning standards with the exception of the Maximum Building Height which shall be four storeys.
8	<p>Ancillary institutional, retail and service uses and day care facilities related to permitted uses are permitted.</p> <p>Ancillary uses may be located within the same building as the primary uses, or in a freestanding building not larger than 1,000 square metres in floor area.</p> <p>The total floor area of such free-standing buildings shall not exceed the lesser of 2,000 square metres or 20% of the total floor area of buildings existing or under construction for all of the lands (combined) zoned OC1.</p>
9	Back-to-back dwellings shall conform to the RM4 zone standards.

TABLE C1 - INSTITUTIONAL ZONES
PERMITTED USES

ZONE	I1
USE	
Community Centre	X
Day nursery	X
Hospital	X
Place of worship	X
Senior Citizen Dwelling, Retirement Residence or Long Term Care	X
School	X (1)
Public Library	X
Public park	X

TABLE C1 - INSTITUTIONAL ZONES
SPECIAL PROVISIONS

All numbers are in metric, unless otherwise shown SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	Single detached residential dwellings are permitted in accordance with the RWS3 standards and permissions of Tables A1 and A2.

TABLE D1 - OPEN SPACE ZONES
PERMITTED USES

ZONE	P	EPA2	O
USE			
Agriculture		X	
Conservation		X	X
Forestry	X	X	X
Private park	X		
Public park	X		X
Stormwater Management Facilities		X	X

**TABLE E1 - INDUSTRIAL ZONE
PERMITTED USES**

ZONE	M-1
USE	
Warehousing of goods and materials but not including a transportation terminal for the loading or unloading of goods and wares from transport vehicles	X
Assembly of manufactured goods and materials	X
Manufacture of goods and materials	X
Printing establishments	X
Research and development	X
Data processing	X
Retail sale of goods manufactured on the premises	X (1)
Retail of goods not manufactured on premises	X (2)
Office	X
Financial institution	X
Restaurant	X
Restaurant, Fast Food	X
Restaurant, Take out	X
Parking Garage	X
Personal Service Shop	X (2)
Day nursery	X
Hotels	X

**TABLE E1 - INDUSTRIAL ZONE
SPECIAL PROVISIONS**

All numbers are in metric, unless otherwise shown

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	Retail of goods manufactured on premises shall have an area must not exceed 15% of floor area of the premises
2	Retail of goods not manufactured on premises and personal service uses are not permitted in a stand-alone building or shall not exceed 500 square metres within the main building.

TABLE F1 - AGRICULTURAL ZONES
PERMITTED USES

ZONE	A1
USE	
Agricultural Uses	X (1)
Those uses associated with agricultural uses, such as forestry, truck gardening, greenhouse, garden, nursery, riding stables, storage and processing of agricultural products	X
A vegetable or fruit stand in same ownership as the abutting farm lands for the sale of produce from such lands	X
Kennels and veterinarian establishments	X
One single detached dwelling	X (1)
Home occupation	X
Medical Clinic	X
Place of Worship or Cemetery	X
Conservation Project goods not manufactured on premises	
Public Utilities	X

SECTION 4 USE STANDARDS

4.1 ZONES

Standards for the following **zones** are shown on the following **zone** standards tables:

ZONE	TABLE
Residential Zones	Table A2
Commercial Zones	Table B2
Institutional Zones	Table C2
Open Space Zones	Table D1
Industrial Zone	Table E2
Agricultural Zone	Table F2

A number or numbers following the **zone** standard, the **zone** heading or the description of the standard indicate that a special provision applies to the noted **zone** or requirement. Special provisions are listed at the end of the table.

Where the following **zone** standards tables contain a use or **dwelling unit** type associated with a **zone**, the standards that follow the use or dwelling type will be applied only to that use or **dwelling type**. All uses within a Permitted Uses table within the applicable **zone** which are not **accessory** to a permitted use, shall be deemed to be subject to the **zone** standards of the use, **building** or **dwelling unit** type which the said use occupies. For purposes of interpretation, the following **residential uses** have the following symbol associated with them.

S	Single detached dwelling
Q	Quadruplex dwelling
SD	Semi-detached dwelling
STH	Street townhouse dwelling
BTH	Block townhouse dwelling
AD	Apartment dwelling
BTB	Back-to-back dwelling

TABLE A2 - RESIDENTIAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	USE	MINIMUM LOT FRONTAGE		MINIMUM LOT AREA	MAXIMUM LOT COVERAGE	MINIMUM REQUIRED FRONT YARD (m)	MINIMUM REQUIRED SIDE YARD (m)	MINIMUM REQUIRED FLANKAGE YARD (m)	MINIMUM REQUIRED REAR YARD (m)	MAXIMUM HEIGHT (storeys)	MAXIMUM FLOOR AREA RATIO
		INTERIOR LOT (m)	CORNER LOT (m)	INTERIOR LOT (sq. m)	CORNER LOT (sq. m)						
R2 (5)	S	9.0	10.8	270.0	300.0	3.5 (2)(7)	1.2 (1)(11)(15) (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
R3 (5)	S	10.5	12.3	310.0	340.0	3.5 (2)(7)	1.2 (1)(11)(15) (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
R4 (5)	S	12.0	13.8	360.0	390.0	3.5 (2)(7)	1.2 (1)(11)(15) (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
R5 (5)	S	13.5	15.0	400.0	420.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
R6 (5)	S	15.0	16.5	450.0	470.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
R7 (5)	S	16.5	18.0	490.0	510.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
R8 (5)	S	18.0	19.5	540.0	560.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
R11 (5)	S	22.5	24.0	670.0	690.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
RD1 (5)	S	9.0	10.8	270.0	300.0	3.5 (2)(7)	1.2 (1)(11)(15) (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
RD2 (5)	SD	14.5	16.4	430.0	460.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
	S	9.0	10.8	270.0	300.0	3.5 (2)(7)	1.2 (1)(11)(15) (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A
RD2 (5)	SD	18.0	19.8	540.0	570.0	3.5 (2)(7)	1.2 (19)	2.4 (2)(3)	7.5 (3)(8)(14)	3.5	N/A

TABLE A2 (Continued)- RESIDENTIAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	USE	MINIMUM LOT FRONTAGE		MINIMUM LOT AREA		MAXIMUM LOT COVERAGE	MINIMUM REQUIRED FRONT YARD	MINIMUM REQUIRED SIDE YARD	MINIMUM REQUIRED FLANKAGE YARD	MINIMUM REQUIRED REAR YARD	MAXIMUM HEIGHT	MAXIMUM FLOOR AREA RATIO
		INTERIOR LOT (m)	CORNER LOT (m)	INTERIOR LOT (sq. m)	CORNER LOT (sq. m)		(m)	(m)	(m)	(m)	storeys	
RWS1 (5)	S	13.5	14.7	310.0	345.0	55%	3.0 (2)(7)	1.2 (1)(11)(15)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
	S	11	12.2	290.0	320.0	55%	3.0 (2)(7)	1.2 (1)(11)(15)	2.4 (2)(3)(15)	7.0 (3)(8)(14)	3.5	N/A
RWS2 (5)	SD	17.0	18.2	430.0	450.0	55%	3.0 (2)(7)	1.2 (1)(11)(15)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
	STH	6.0	7.2	150.0	170.0	60%	3.0 (2)(7)	1.2 (4)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
RWS3 (5)	S	9.0	10.2	220.0	240	55%	3.0 (2)(7)	1.2 (1)(11)(15)	2.4 (2)(3)	7.0 (3)(8)(14)	3.5	N/A
	BTB	6.0	8.4	90	110	55%	3.5 (2)(7)	1.2 (4)	3.0 (2)(3)	0.0	3.5	N/A
RM1 (5)	STH	6.0 (23)	9.0 (23)	200.0 (10)	300.0 (10)	60%	3.5 (2)(6)(7)	1.2 (4)	2.4 (2)(3)	7.5 (3)(8)(9)(14)	4	N/A
	BTH	30.0	30.0	N/A	N/A	60%	3.5 (2)(6)(7)	1.2	2.4 (2)(3)	7.5 (3)(8)(9)(14)	4	N/A
RM4 (13)	Q	20.0	23.0	750.0	750.0	30%	3.5 (2)(6)(7)	2.5	3.0 (2)(3)	7.5 (3)(8)(9)(14)	4	N/A
	AD	20.0	20.0	N/A	N/A	N/A	4.5 (12)	4.5 (12)	4.5 (12)	4.5 (12)	4	N/A
RM4 (13)	BTB	6.0	8.4	90	110	60%	3.5 (2)(7)	1.2 (4)	3.0 (2)(3)	0.0	4	N/A
	STH	6.0	7.2	150.0	170.0	60%	3.0 (2)(7)	1.2 (4)	2.4 (2)(3)	7.0 (2)(3)(8)(14)	3.5	N/A
RM4 (13)	BTH	30.0	30.0	N/A	N/A	60%	3.5 (2)(6)(7)	1.2	2.4 (2)(3)	7.5 (3)(8)(14)	4	N/A
	Q	20.0	23.0	750.0	750.0	30%	3.5 (2)(6)(7)	2.5	3.0 (2)(3)	7.5 (3)(8)(14)	4	N/A

RM10 (13)	AD	30.0	30.0	N/A	N/A	6.0	6.0	6.0	6.0	10	2.0
	BTB	6.0	8.4	90	110	3.5 (2)(7)	1.2 (4)	2.4 (2)(3)	0.0	4	N/A
	STH	6.0	7.2	150.0	170.0	3.0 (2)(7)	1.2 (4)	2.4 (2)(3)	7.0 (2)(3)(8)(14)	3.5	N/A
	BTH	30.0	30.0	N/A	N/A	3.5 (2)(6)(7)	1.2	3.0 (2)(3)	7.5 (3)(8)(9)(14)	4	N/A
	Q	20.0	23.0	750.0	750.0	3.5 (2)(6)(7)	2.5	3.0 (2)(3)	7.5 (3)(8)(9)(14)	4	N/A

TABLE A2 - RESIDENTIAL ZONE STANDARDS
SPECIAL PROVISIONS

All numbers are in metric, unless otherwise noted

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	The minimum side yard shall be 1.2 metres provided there are no doors in any wall adjacent to the side lot line. A door may be permitted in a wall adjacent to a side lot line if the door is recessed into the wall and no stairs project beyond the main side wall into the minimum required side yard.
2	If a detached private garage is located in a rear yard and accessed by a driveway crossing the front lot line, the minimum required side yard shall be 3.0 metres on one side and 0.6 metres on the other. Where detached private garages on two adjoining lots are located in their respective rear yards and accessed by a mutual driveway crossing the front lot line, the minimum required side yard shall be 1.2 metres on the side where the mutual driveway is located and 0.6 metres on the other.
3	An attached private garage shall have a minimum setback of 5.8 metres from the front lot line and, if the attached private garage is accessed by a driveway crossing the flankage lot line, the attached private garage shall have a minimum setback of 5.8 metres from the flankage lot line.
4	The minimum required flankage yard for a dwelling unit is 6.2 metres if the flankage yard abuts an arterial road as shown on Schedule 'A' to this By-law. The minimum required rear yard for a dwelling unit is 15.0 metres if the rear yard abuts an arterial road as shown on Schedule 'A' to this By-law. The setbacks shall include all 0.3 metre reserves and buffers abutting the arterial road.
5	This provision only applies to the end units of street townhouse dwelling units.
6	Notwithstanding any other requirements of this by-law to the contrary, the minimum setback from the hypotenuse of a daylight triangle taken by the Town of Richmond Hill to the main building shall be 0.6 metres.
7	The minimum required front yard shall be 3.0 metres where the lot has a private garage, either attached to the main building or detached from it, and has access from a rear lane of at least 6.0 metres in width.
8	The minimum required front yard applies to each portion of a through lot abutting a street.
	Where a dwelling unit is accessed by a driveway crossing a rear lot line to the rear of a dwelling unit, an attached private garage may extend into the required rear yard no closer than 0.5 metres to the rear lot line provided that no more than 50% of the area of the required rear yard is used for an attached private garage.

9	If a detached private garage of a street townhouse dwelling is located in the rear yard and is accessed by a driveway that does not cross the front or flankage lot line, the minimum required rear yard for the main building on the lot is 12.5 metres.
10	If a street townhouse dwelling is accessed by a driveway from a rear lane of at least 6.0 metres in width and which crosses the rear lot line, the minimum lot area shall be 160 square metres for interior lot and shall be 225 square metres for a corner lot. (this is the best I could support)
11	Where the Town has entered into a subdivision agreement pursuant to the <i>Planning Act</i> , which provides for the location of municipal services in a manner which would permit the reduction of the minimum side yard beyond that set out in Table A2 and in Special Provision 1 thereto, and which also provides for the construction and maintenance of grading and drainage services to facilitate such side yard reduction, the following minimum required side yard shall apply: i) The minimum required side yard shall be 1.2 metres on one side and 0.6 metres on the other provided that, for interior lots, the larger required side yard shall be adjacent to the larger side yard or a rear yard on the adjoining lot. ii) The minimum required side yard of 1.2 metres allowed in (i) provided that: a) there are no doors in any wall adjacent to the side lot line; or b) any door in any wall adjacent to the side lot line is recessed into the wall and no stairs project beyond the main wall into the minimum required side yard.
12	The maximum front yard, side yard or flankage yard shall be 7.5 metres.
13	No more than 50% of the basement of an apartment dwelling may be used for dwelling units.
14	The minimum required rear yard shall be 0.6 metres if an attached garage is accessed by a driveway crossing the flankage lot line.
15	Where an uneven number of lots in a row abut a flankage lot, a block or a rear yard condition, the interior side yard may be reduced to 0.6 metres provided that the adjacent yard is a minimum of 1.2 metres.

TABLE B2 - COMMERCIAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	MINIMUM LOT FRONTAGE		MINIMUM LOT AREA		MAXIMUM FLOOR AREA RATIO	MAXIMUM LOT COVERAGE	MINIMUM REQUIRED FRONT YARD (m)	MINIMUM REQUIRED SIDE YARD (m)	MINIMUM REQUIRED FLANKAGE YARD (m)	MINIMUM REQUIRED REAR YARD (m)		MAXIMUM HEIGHT
	INTERIOR LOT (m)	CORNER LOT (m)	INTERIOR LOT (ha)	CORNER LOT (ha)						REAR YARD (m)	FLANKAGE YARD (m)	
C1 (2)	20.0	20.0	0.2	0.2	N/A	200%	6.0 (1)	6.0 (1)	6.0 (1)	6.0		10 storeys
OC1	20.0	20.0	0.2	0.2	100%	200%	6.0 (1)	6.0 (1)	6.0 (1)	6.0		10 storeys
MU1 (2)	20.0	20.0	0.2	0.2	N/A	N/A	3.0	1.5	3.0	3.0		4 storeys
MU2 (2)	20.0	20.0	0.2	0.2	N/A	N/A	3.0	1.5	3.0	3.0		4 storeys
MU3	20.0	20.0	0.2	0.2	N/A	N/A	3.0	1.5	3.0	3.0		4 storeys

TABLE B2 - COMMERCIAL ZONE STANDARDS
SPECIAL PROVISIONS
All numbers are in metric, unless otherwise noted

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	The minimum required front yard applies to each portion of a through lot abutting a street.
2	For development standards for buildings containing residential uses, refer to Table B1

TABLE B3 - COMMERCIAL ZONE STANDARDS
SPECIAL PROVISIONS
All numbers are in metric, unless otherwise noted

	Automotive Service Station Development Standards (metres)
Minimum Lot Frontage	30
Minimum Lot Area (ha)	0.2
Building Setbacks	
Minimum Front Yard	9
Minimum from an Arterial Road	15
Minimum Side Yard	7.5
Minimum Flankage Yard	9
Minimum Rear Yard	7.5
Landscaping Requirements	
Minimum Front Yard	6
Minimum Flankage Yard	3
All Other Lot Lines	1.5
Maximum Building Height	5.25
Maximum Gross Floor Area for Convenience Retail Store	340 m ²

TABLE C2 - INSTITUTIONAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	MINIMUM LOT FRONTAGE		MINIMUM LOT AREA		MAXIMUM LOT COVERAGE	MINIMUM REQUIRED FRONT YARD (m)	MINIMUM REQUIRED INTERIOR YARD (m)	MINIMUM REQUIRED EXTERIOR YARD (m)	MINIMUM REQUIRED REAR YARD (m)	MAXIMUM HEIGHT (m)
	INTERIOR LOT (m)	CORNER LOT (m)	INTERIOR LOT (sq.m)	CORNER LOT (sq.m)						
I1 (3)	60.0	60.0	2.0 ha.	2.0 ha.	n/a	12.0 (1)(2)	6.0 (1)	6.0 (1)	12.0 (1)	13.0

TABLE C2 - INSTITUTIONAL ZONE STANDARDS
SPECIAL PROVISIONS
All numbers are in metric, unless otherwise noted

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	The minimum required yard is 15.0 metres if the yard abuts an arterial road shown on Schedule 'A' to this By-law.
2	The minimum required front yard applies to each street line abutting a through lot.
3	Lands zoned for schools may be developed for residential purposes in accordance with the RWS3 zone on Table A2.

TABLE E2 –INDUSTRIAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	MINIMUM LOT FRONTAGE		MINIMUM LOT AREA		MAXIMUM FLOOR AREA RATIO	MAXIMUM LOT COVERAGE	MINIMUM REQUIRED FRONT YARD (m)	MINIMUM REQUIRED SIDE YARD (m)	MINIMUM REQUIRED FLANKAGE YARD (m)	MINIMUM REQUIRED REAR YARD (m)		MAXIMUM HEIGHT (Storeys)
	INTERIOR LOT (m)	CORNER LOT (m)	INTERIOR LOT (ha)	CORNER LOT (ha)						REAR YARD (m)	FLANKAGE YARD (m)	
M-1	20.0	20.0	0.1	0.1	75% (1)	N/A	6.0 (2)	6	6.0 (2)	6.0 (2)	6.0 (2)	4 storeys (3)

TABLE E2 - INDUSTRIAL ZONE STANDARDS
SPECIAL PROVISIONS
All numbers are in metric, unless otherwise noted

SPECIAL PROVISION NUMBER	DESCRIPTION OF SPECIAL PROVISION
1	The maximum Floor Area Ratio for office uses shall be 100%.
2	The minimum yard abutting either Leslie Street or 19 th Avenue shall be 15 metres
3	The maximum height of office uses shall be 10 storeys.

TABLE F2 –AGRICULTURAL ZONE STANDARDS
All numbers are in metric, unless otherwise noted

ZONE	MINIMUM LOT FRONTAGE (m)	MINIMUM LOT AREA (ha)	MINIMUM REQUIRED FRONT YARD (m)	MINIMUM REQUIRED SIDE YARD (m)	MINIMUM REQUIRED FLANKAGE YARD (m)	MINIMUM REQUIRED REAR YARD (m)	MINIMUM TOTAL FLOOR AREA (m)		
							1 Floor dwelling	1 & ½ Floor Dwelling	2 Floor Dwelling
A1	40	1.0	12.0	6.0	6.0	7.5	139.0	153.0	167.0

SECTION 5

GENERAL PROVISIONS

5.1 ACCESSORY BUILDINGS, STRUCTURES AND USES

Where this By-law provides that land may be used or a **building** or **structure** may be erected or used for a purpose, that purpose may include any **accessory building**, **accessory structure** or **accessory use**.

5.1.1 Uses Prohibited in Accessory Buildings and Structures

Unless specifically permitted by this By-law, no **accessory building** or **accessory structure** shall be used for an occupation for gain or profit or for human habitation.

5.1.2 Regulations for Accessory Home occupations

Where a **home occupation** is permitted in a **zone**, the **home occupation**:

- a) shall be conducted entirely within an enclosed **building**;
- b) shall not detract from the residential character of the **dwelling unit** or the **lot** on which the **home occupation** is located;
- c) shall not involve the **outdoor storage** or an **outdoor display and sales area** for materials or finished products associated with the **home occupation** use;
- d) shall not occupy more than 25 percent of the **gross floor area** of the **dwelling unit**;
- e) shall not result in the discharge or emission of odorous, noxious or toxic matter or vapours, heat, glare, noise or radiation, or recurrently generated ground vibrations;
- f) shall not consist of an occupation that involves the salvage, repair, maintenance or sales of **motor vehicles** or **motor vehicles'** engines or parts; and,
- g) shall not consist of an occupation that involves the sale of a commodity not produced on the **premises**, except that telephone or mail order sales of goods may be permitted provided that customers do not enter the **premises** to inspect, purchase or take possession of the goods.

5.1.3 Regulations for Attached Garages Accessed by a driveway crossing the Front lot Line

5.1.3.1 In a residential zone, an attached garage to either a single detached dwelling, a semi-detached dwelling or a street townhouse dwelling shall comply with the following provisions:

- a) the minimum interior width for a single-car **attached garage** shall be 3.3 metres and the minimum interior width of a double-car **attached garage** shall be 5.5 metres;
- b) the minimum width of the **main building's ground floor front wall face** excluding the **attached garage** shall be a minimum of 2.0 metres; and,

- c) an **attached garage** shall not protrude beyond the ground floor's front **main wall** of the **dwelling unit**; and,
- d) Notwithstanding 5.1.3.1.c) above, an attached garage may protrude beyond the ground floor's main front wall of the dwelling provided that the attached garage does not protrude beyond the front face of a porch.

5.1.3.2 Regulations for Attached Garages if the Garage is Located in the Rear Yard

An **attached garage** to a **single detached**, **semi-detached** or **street townhouse dwelling** is permitted in a required **rear yard** provided that:

- a) the **attached garage** shall be set back a minimum of 5.8 metres from any **street** from which the access to the **attached garage** is provided;
- b) no more than 50 percent of the area of the required **rear yard** is covered by the **attached garage**;
- c) the **attached garage** is not located closer to the **flankage lot line** and **side lot line** than the **main building** on the **lot**; and,
- d) the **attached garage** shall be set back a minimum of 0.6 metres from the **rear lot line**.

Notwithstanding the above, there is no minimum **setback** from the **side lot line** for an **attached garage** if the **attached garage** is to be **attached** to another **attached** or **detached garage** on an abutting lot.

5.1.4 Regulations for Attached Private garages if the Private garage is Located in or adjacent to the Rear yard

A **private garage** attached to a **single detached**, **semi-detached** or **street townhouse dwelling** is permitted in a required **rear yard** provided that:

- a) the **private garage** shall be set back a minimum of 5.8 metres from any **street** from which the access to the **private garage** is provided;
- b) no more than 50 percent of the area of the required **rear yard** is covered by the **attached private garage**;
- c) the **private garage** is not located closer to the flankage and **side lot lines** than the **main building** on the **lot**; and,
- d) the **private garage** is set back from the **rear lot line** a minimum of 0.6 metres.

Notwithstanding the above, there is no minimum **setback** from the **side lot line** for an **attached private garage** if the **attached private garage** is to be **attached** to another **attached** or **detached private garage** on an abutting lot.

5.1.5 Regulations for Detached garages

A detached **private garage** is permitted on a **lot** provided that:

- a) the detached **private garage** shall be set back a minimum of 6.0 metres from any **street** from which the access to the detached **private garage** is provided;
- b) if the detached **private garage** is accessed by a **driveway** crossing the **front lot line**, the detached **private garage** shall be set back from the **flankage lot line** by a minimum of 3.0 metres;
- c) if the wall of the detached **private garage** closest to and adjacent to the **side lot line** has no openings, the detached **private garage** shall be set back from the **side lot line** by 0.6 metres;
- d) if the wall of the detached **private garage** closest to and adjacent to the **side lot line** has openings, the detached **private garage** shall be set back from the **side lot line** by the required **side yard setback**;
- e) if the detached **private garage** is to be **attached** to another detached **private detached garage** on an **abutting lot**, no minimum set back shall be required for the detached **private garage** from the side and/or **rear lot line**;
- f) if a detached **private garage** is accessed from a **lane** at the rear of a **lot**, the detached **private garage** shall be set back a minimum of 0.5 metres from the **rear lot line**;
- g) if a detached **private garage** is not accessed from a **lane** at the rear of a **lot**, the detached **private garage** shall be set back a minimum of 0.6 metres from the **rear lot line**;
- h) the maximum **floor area** of any detached **private garage** shall be 40 square metres;
- i) the maximum **height** of any detached **private garage** shall be 4.5 metres. In the case of a **detached garage** having a secondary suite, the maximum height shall be 7.5 metres;
- j) in no case shall a detached **private garage** extend closer to the **front lot line** or **flankage lot line** than the **main building** on the lot;
- k) the detached **private garage** is set back from the **rear lot line** a minimum of 0.6 metres;
- l) the minimum interior width for a single car **detached garage** shall be 3.3 metres and the minimum interior width of a double car **detached garage** shall be 5.5 metres.

5.1.6 Regulations for Detached Accessory Buildings and Structures

A detached **accessory building** or **structure**, except a detached **private garage**, is permitted in the **rear yard** and/or **side yard** only, provided that:

- a) it is set back from any **rear lot line** and **side lot line** by a minimum of 0.6 metres;
- b) it is not located closer to an **flankage lot line** than the minimum distance between the nearest point of the **main wall** of the **main building** on the lot and the **flankage lot line**; and,
- c) it does not have a **height** greater than 4.5 metres.

5.1.7 Regulations for Accessory Swimming pools

Swimming pools, erected accessory to a dwelling, are permitted in the following yards:

- a) in the **side yard** or the **flankage yard**, provided that no part of such **swimming pool** is located closer to any **lot line** or **street line** than the required minimum yards and/or **setbacks** required for the **main building** on the lot, or 1.5 metres, whichever is greater; and,
- b) in the **rear yard**, provided that no part of such **swimming pool** is located closer to any **lot line** than 1.5 metres.

In addition, the maximum **height** of a **swimming pool**, exclusive of **fences** shall be 1.5 metres above **established grade**.

5.1.8 Regulations for Satellite dish/receivers

Satellite dish/receivers in a Residential zone are permitted in the **rear yard** only, provided the edge of the **satellite dish/receiver** is at least 1.2 metres from any **lot line** and provided the **height** of any such **satellite dish/receiver** is not greater than 5.0 metres above **established grade**; or, on the roof of any **apartment dwelling** having a **height** of not less than 9.0 metres.

Notwithstanding the above, nothing in this section shall prevent the installation of any **satellite dish/receiver** required by any person holding a valid licence under the Radio Act or other legislation of Canada with respect to broadcasting.

5.1.9 Regulations for Decks and Porches

Decks and **porches** are permitted on any **lot** in accordance with the following regulations:

- a) **Porches** not exceeding 4.5 metres in **height**, with the **height** being measured from the **established grade** to the underside of the rafters or ceiling of the **porch** and with or without **basements**, may encroach into:
 - i. a required minimum **front yard** to a distance of 2.0 metres, provided the **porch** is not closer to a **side lot line** than the **main building** on the lot,
 - ii. a required minimum **flankage yard** a distance of 1.5 metres; and,
 - iii. a required minimum **rear yard** a distance of 2.5 metres, provided the **porch** is not closer to a **side lot line** than the **main building** on the lot.
- b) **Decks** which are 0.6 metres in **height** or greater are permitted to encroach into the required minimum **rear yard** to a distance of 2.5 metres, 0.6 metres from the **side lot line**, but in no case shall the **deck** extend beyond a side **main wall** of the **dwelling**; and, 2.40 metres from the **flankage lot line**; and,
- c) **Decks** less than 0.6 metres in **height** are permitted to encroach into the required minimum **rear yard** provided the **deck** is located a minimum of 2.0 metres from the **rear lot line**, 0.6 metres from the **side lot line**, but in no case shall the **deck** extend beyond a side **main wall** of the **dwelling**; and, 3.0 metres from the **flankage lot line**.

No **deck** or **porch** shall be enclosed to a **height** of more than 1.07 metres above floor level, exclusive of roof supports, but this shall not prohibit the enclosure of a **deck** or **porch** by latticing or screening or any other form of enclosure to the extent that 50% of the vertical plane of the wall is open to the movement of air.

Notwithstanding the above provisions, stairs used to access a **deck** or a **porch** or an **entry element** shall be set back at least 0.45 metres from any lot line.

5.1.10 Accessory Structure Encroachment in Yards

Accessory structures allowed by this Section 5.1.10 are permitted to project into the required minimum yards as in Table 5.1.10 below:

Table 5.1.10

Structure	Yards In Which Projections are Permitted	Maximum Projections Into A Required Yard
Sills, belt courses, cornices, eaves or canopies or gutters	any yard	70 centimetres
Chimneys, fireplaces or pilasters	any yard	40 centimetres
Window bays	front, rear and flankage yards	1 metre over a maximum width of 3 metres
Canopy over an entrance to an apartment building	any yard	one-half (1/2) the required minimum yard
Balconies	Front and rear yard for block or street townhouse dwellings; Front, rear and flankage yards for single detached and semi-detached dwellings; any yard for other residential dwellings	2 metres
Roof overhangs	any yard	0.9 metres
A canopy or portico over a major entrance to an apartment dwelling	any yard	One half the setback of the building from the street line.
Exterior steps including any associated landings (for frame construction only).	any yard	0.9 metres

No balcony projecting into a required yard as permitted by this Subsection shall be enclosed to a height of more than 1.07 metres above floor level exclusive of roof supports, but this shall not prohibit the enclosure of a balcony by latticing or screening or any other form of enclosure provided that 50 percent of the vertical plane of the wall is open to the movement of air.

Notwithstanding the above, in no case shall any accessory structure, with the exception of roof overhangs, encroach any closer than 0.45 metres to any lot line.

5.2 COMMERCIAL VEHICLE PARKING

The following provisions apply to the parking and storage of **commercial motor vehicles**:

- a) No **commercial motor vehicles**, farm machinery, farm tractor, road **building machine**, **school bus**, **semi-trailer** or **trailer** shall be parked on any **lot** in a **Residential zone** unless parked entirely within a wholly enclosed **building** or carport.
- b) No person shall use any **lot** for the parking or storage, temporary or otherwise, of any **commercial machinery or equipment** with the exception of any **commercial machinery or equipment** which is parked or stored for the purpose of **landscaping**, construction or excavation on that **lot** and so long as the machinery or equipment is not parked or stored on the **lot** for longer than ninety-six (96) hours prior to commencement and ninety-six (96) hours after the completion of said construction, **landscaping** or excavation on that **lot**.
- c) Notwithstanding the provisions of Section 5.2(a) and 5.2(b), parking on a **lot** for not more than twenty-four (24) hours of a maintenance, service or delivery **vehicle** in the course of its normal maintenance, service or delivery duty is permitted.

5.3 DRIVEWAYS

5.3.1 Driveways Accessing Single Detached, Semi-Detached, Duplexes and Street Townhouse Dwellings

Driveways used for the parking of motor vehicles and/or used to access a single detached, semi-detached, duplex or street townhouse dwellings shall:

- a) have a minimum setback of 0.3 metres from the side lot line; and,
- b) on a corner lot, be located such that no portion of the driveway shall be located within a daylighting triangle as determined in accordance with Table 5.3.1.

Table 5.3.1

Intersection			Setback from the Intersection
A street with a right of way width of	with	A street with a right of way width of	
36.0 metres		36.0 metres	15.0 metres
36.0 metres		26.0 metres	15.0 metres
26.0 metres		26.0 metres	12.0 metres
36.0 metres		23.0 metres	15.0 metres
26.0 metres		23.0 metres	9.5 metres
23.0 metres		23.0 metres	7.5 metres
36.0 metres		20.0 metres	15.0 metres
26.0 metres		20.0 metres	7.5 metres
23.0 metres		20.0 metres	4.5 metres
20.0 metres		20.0 metres	4.5 metres
26.0 metres		18.0 or less metres	7.5 metres
23.0 metres		18.0 or less metres	4.5 metres
20.0 metres		18.0 or less metres	4.5 metres
10.0 to 18.0 metres		18.0 or less metres	4.5 metres
Less than 10 metres		26.0 or less metres	2.4 metres

Notwithstanding the above requirements, a **driveway** may have a setback of 0 metres from **side lot line** if the **driveway** is to be shared with a **driveway** on an abutting **lot** or if the **driveway** is located along the internal **side lot line** of an end unit of a **street townhouse dwelling**.

- c) No **motor vehicle** parking shall be permitted in a required **front yard** or a required **flankage yard** except on a **driveway**.
- d) **Driveways** in either **front** or **flankage yards** shall be constructed in accordance with the maximum **driveway** width set out in the table below:

<u>Lot Frontage</u>	<u>Maximum Driveway Width</u>
Less than 9.0 metres	3.9 metres
Greater than or equal to 9.0 metres but less than 18 metres	6.1 metres
Greater than or equal to 18 metres	9.0 metres

5.3.2 Driveway to a Parking area or a Parking lot

A **driveway** to any **parking area** or **parking lot** shall be defined by a curb of concrete or rolled asphalt or edges.

5.3.3 Width of Driveways Leading to a Parking area or a Parking lot

Driveways leading to a **parking area** for dwellings other than single detached, semi-detached, duplex, street townhouse, block townhouse, back-to-back and quadruplex uses shall have the dimensions as set out in Table 5.3.4:

Table 5.3.4

	Driveway width for one-way traffic	Driveway width for two-way traffic
Minimum Width	3.7 metres	6 metres
Maximum Width	6.5 metres	9 metres

5.3.4 Number of Driveways Permitted on a Lot

On **lots** having less than 18.0 metres of frontage, only one **driveway** is permitted. On **lots** having frontage between 18.0 metres and 30.0 metres a maximum of two (2) **driveways** are permitted. On **lots** having more than 30.0 metres of frontage, a maximum of three **driveways** are permitted.

5.3.5 Circular Driveways

Circular **driveways** are permitted on **lots** having a minimum of 18.0 metres of frontage, provided that the **main building** on the **lot** is set back from the **front lot line** a minimum of 9.0 metres and provided that the minimum distance between the two entrances, measured along the **front lot line**, is greater than 7.6 metres.

5.4 DWELLING UNITS

Unless specified by this By-law, no more than one **dwelling unit** shall be permitted on a **lot**.

5.5 FRONTAGE ON A PUBLIC STREET

No person shall **erect** any **building** or **structure** and no person shall use any **building** or **structure**, **lot** or **parcel** unless the **lot** or **parcel** to be so used, or upon which the **building** is situated or **erected** or proposed to be **erected**, abuts or fronts on a **street** which is assumed by the **Corporation**

for maintenance purposes or is being constructed pursuant to a Subdivision Agreement with the **Corporation**.

5.6 GROUP HOME POLICIES

The following provisions apply to group homes for the physically and developmentally handicapped and **group foster homes**, where permitted:

- a) Any **dwelling unit** used as a group home for the physically and developmentally handicapped and a **group foster home** shall be used only for that purpose and shall contain no other use.
- b) Only one group home for the physically and developmentally handicapped or a **group foster home** shall be permitted in each **single detached dwelling, semi-detached dwelling or duplex dwelling**.
- c) A group home for the physically and developmentally handicapped or a **group foster home** shall be prohibited within 500 metres of any other group home for the physically and developmentally handicapped or a **group foster home** or any other existing group home licensed or approved as a group home under Provincial or Federal government legislation. Group homes existing on or before the date of passing of this By-law shall be considered to be conforming with this requirement if there is a minimum of 240 metres between group homes.
- d) There shall be at least 23 square metres of **floor area** for each resident to be accommodated in a group home for the physically and developmentally handicapped or a **group foster home**.

5.7 LANDSCAPING

Except as otherwise provided in this By-law, **landscaping** shall be provided in accordance with the following:

- a) In all Medium and High **Density Residential zones** and in all Commercial and Institutional **zones**, a strip of land not less than 6.0 metres in depth immediately abutting all **street lines** shall be used only for **landscaping**, except that **driveways** perpendicular to the **street line** shall be permitted to cross such a **landscaping** area.
- b) Notwithstanding Section 5.7(a), the required **landscaping** abutting a **street line** in an **flankage yard** may be reduced to not less than 3.0 metres, for all Residential and Commercial **zones**, where such **flankage yard** does not abut an arterial road shown on Schedule 'A' to this By-law,
- c) The provisions of this Section 5.7 shall not apply to **street townhouse dwellings** or **quadruplex dwellings** nor to **block townhouse dwellings** that are designed so that the front facade of the **dwelling unit** faces a **street**.
- d) Landscaping of stormwater management facilities shall be done to enhance the connectivity between ORMNL and the facility.

5.8 LANDSCAPED BUFFER

- a) Where a non-residential **zone** abuts a Residential **zone**, a strip of land not less than 3.0 metres in depth on the non-residential **zone** immediately abutting the Residential **zone** shall be used for **landscaping**.

- b) Where a Medium or High **Density Residential zone** abuts a Low **Density Residential zone**, a strip of land not less than 1.2 metres in the Medium **Density Residential zone** immediately abutting the Low **Density Residential zone** shall be used for **landscaping**.
- c) In addition to the requirements of Section 5.8 (a) above, in any **zone** that permits an **Automotive Service Station**, a strip of land not less than 1.5 metres from any **lot line** that does not abut a **Residential zone** shall be used for **landscaping**.

5.9 LOADING SPACE REQUIREMENTS

5.9.1 Number of Loading spaces Required

No person shall use any land, **building** or **structure** in any **zone** for any purpose permitted by this By-law, unless **loading spaces** are provided on the same **lot** in accordance with the provisions of this section. The number of **loading spaces** required shall be calculated in accordance with the standards set out below in Table 5.9.1:

TABLE 5.9.1

USE		LOADING SPACE STANDARD
A. RESIDENTIAL		
i)	Apartment dwellings that have a density of more than 50 dwelling units per hectare	1 loading space per apartment dwelling
ii)	Senior Citizen Dwelling, Retirement Residence or Long Term Care Facility	1 loading space
B. INDUSTRIAL AND COMMERCIAL		
i)	Buildings having a gross floor area of greater than 600m ² and less than 1,860 m ²	1 loading space
ii)	Buildings having a gross floor area greater than or equal to 1,860 m ²	2 loading spaces

5.9.2 Regulations for Loading spaces

- a) A **loading space** shall be paved and have a width of not less than 3.5 metres and a length of not less than 12 metres with a minimum of 4.25 metres overhead clearance.
- b) The approaches to any **loading space** shall be defined by a curb of concrete or rolled asphalt.
- c) **Loading spaces** shall not be located in any **yard** adjoining a **street** unless screened from view from the **street** by a **fence**, screen wall, or landscaped berm with a **height** of not less than 1.5 metres.
- d) Aisles and **driveways** leading to a **loading space(s)** shall not be used for the temporary parking or storage of 1 or more **motor vehicles**.

5.9.3 Regulations for Loading spaces for Automobile Service Stations

The following regulations apply to **Automobile Service Station** uses:

- a) 1 **loading space** for a fuel tanker, with a minimum width of 3.5 metres and a minimum length of 15.0 metres, and having an aisle width of 3.7 metres leading to the **loading space** is required.
- b) 1 **loading space** for a **gas bar convenience retail store**, having a width of 3.5 metres and located adjacent to the **gas bar convenience retail store** is required.

5.10 MULTIPLE USES ON ONE LOT

Where any **building, structure** or land is used for more than one purpose as provided in Section 3 of this By-law, the said **building, structure** or land shall comply with the provisions of this By-law relating to each use. In the case of a conflict, the more stringent provision shall apply.

5.11 NON-COMPLYING BUILDINGS AND STRUCTURES

5.11.1 Enlargement, Repair or Renovation

A **non-complying building or structure** may be enlarged, repaired or renovated provided that the enlargement, repair or renovation:

- a) does not further reduce the minimum required front, side, flankage and/or **rear yard** and/or **setback**;
- b) does not increase the **lot coverage**, if the **lot coverage** does not comply with this By-law;
- c) does not increase the amount of **gross floor area** on that part of the **lot** located within a **minimum required yard**; and,
- d) complies with all other applicable provisions of this By-law.

5.11.2 Non-Compliance as a Result of Expropriation

Notwithstanding any other provision of this By-law, where, as a result of an acquisition of property by the **Corporation** or other body having a power of expropriation, such acquisition results in a contravention of this By-law relating to minimum **yards**, **lot coverage**, maximum **gross floor area** or minimum usable open space then the lands so acquired shall be deemed to continue to form part of the **lot** upon which the **building** or **buildings** are located in determining compliance with this By-law.

5.12 NON-COMPLYING LOTS

5.12.1 Vacant Non-complying lots

A **building** or **structure** may be **erected** and used on a vacant **non-complying lot** that is a **lot** of record that existed prior to the passing of this By-law, provided that it complies and conforms to all other provisions of this By-law.

5.12.2 Non-Compliance as a Result of Expropriation

Notwithstanding any other provision of this By-law, where, as a result of the acquisition of part of a **lot** by the **Corporation** or other body having a power of expropriation and the **lot**, after the acquisition, is a **non-complying lot**, such **non-complying lot** may be used for any purpose

permitted by this By-law within the **zone** in which it is located provided that the use is permitted by this By-law.

5.13 NON-CONFORMING USES

- a) No lands shall be used and no **building** or **structure** shall be used except in conformity with the provisions of this By-law unless such use existed before the date of passing this By-law and provided that it has continued and continues to be used for such purpose, and that such use, when established, was not contrary to any existing By-law in force at that time.
- b) Any **non-conforming use** of land, **building** or **structure** which is discontinued or unused for an interval of more than sixty (60) days shall not be resumed nor shall any **non-conforming use** be changed to any other **non-conforming use**.
- c) Any **building** or **structure** containing a **non-conforming use** which is damaged or destroyed to the extent of more than fifty percent (50%) of its replacement cost as at the date of damage or destruction shall not be restored or reconstructed except in conformity with the requirements of this By-law for the **zone** in which it is located.

5.14 PARKING STANDARDS

No person shall use any land, **building** or **structure** in any **zone** for any purpose permitted by this By-law, unless **parking spaces** are provided on the same lot in accordance with the provisions of this section. The number of **parking spaces** required shall be calculated in accordance with the standards set out below in Table 5.14.

TABLE 5.14

USE		PARKING STANDARD
A. RESIDENTIAL		
i)	Single detached, semi-detached duplex, quadruplex or street townhouse dwelling	2 parking spaces per dwelling unit (see note 1 at end of table)
ii)	Block townhouse, back-to-back dwellings or apartment dwellings	1.5 parking spaces dwelling unit of which 0.25 parking spaces per dwelling unit shall be for visitor parking
B. COMMERCIAL		
i)	A shopping centre which is less than or equal to 37,000 m ² of gross leasable floor area (see notes #1 and #6 below at the end of Table 5.14)	4.3 parking spaces per 100 m ² of gross leasable floor area
ii)	A shopping centre which is greater than 37,000 m ² of gross leasable floor area (see notes #1 and #6 below at the end of Table 5.14)	5.4 parking spaces per 100 m ² of gross leasable floor area
iii)	An enclosed shopping centre within a Neighbourhood Commercial Zone. (see notes #4, #5 and #6 below at the end of Table 5.14)	Ten and forty five one hundredths (10.45) parking spaces per 100 m ² of gross leasable floor area.

v)	Office (see note #2 below at end of Table 5.14)	3.2 parking spaces per 100 m ² of gross floor area
vi)	Financial institution	6.5 parking spaces per 100 m ² of gross floor area
vii)	Restaurant	11 parking spaces per 100 m ² of gross floor area
viii)	Fast food restaurant Take-out restaurant	14 parking spaces per 100 m ² of gross floor area
ix)	Hotel	1 parking space per guest bedroom plus 10 parking spaces per 100 m ² of gross floor area devoted to uses such as lounges, taverns, meeting rooms, restaurants and banquet halls
x)	A freestanding retail store not located in a shopping centre or enclosed shopping centre	5.4 parking spaces per 100 m ² gross leasable floor area
xi)	Medical offices and clinics	5.4 parking spaces per 100 m ² of gross floor area . In addition, where there is a Drug store or pharmacy in the same building, 3.2 parking spaces per 100m ² of gross leasable floor area .
xii)	Veterinary clinic	5 parking spaces for the first practitioner plus 2 parking spaces for each additional practitioner.
xiii)	Motor vehicle oil/ lubrication establishment	2 parking spaces of employee 1 parking space for each service bay
xiv)	Gas bar Convenience Retail store	5.4 parking spaces per 100 m ² of gross leasable floor area but not less than four parking spaces
xv)	Gas bar or automobile service station	3.2 parking spaces per 100 m ² of gross floor area but not less than 2 parking spaces
xviii)	Long Term Care Facility	0.25 spaces per unit, 25% of which shall be for visitor parking
xviii)	Retirement Residence	0.5 spaces per unit, 25% of which shall be for visitor parking
xx)	Senior Citizen Dwelling	1.25 spaces per unit, 25% of which shall be for visitor parking
xxi)	All other commercial uses permitted	3.2 parking spaces per 100 m ² gross floor area

C. INSTITUTIONAL

i)	Place of worship, assembly hall	6.4 parking spaces per 100 m ² of gross floor area or 1 parking
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		space per 2.4 seats of maximum seating capacity, whichever is the greater
ii)	Primary school (see note #3 at the end of Table 5.14)	2 parking spaces per teaching classroom
iii)	Secondary school (see note #3 at the end of Table 5.14)	4 parking spaces per teaching classroom
iv)	Hospital	1.25 parking spaces per patient bed, plus 1 parking space per ambulance
v)	Group foster home and group homes for the physically or developmentally handicapped	2 parking spaces or 1 parking space per employee plus 0.25 per patient, whichever is the greater.
vi)	Day nursery	1 parking space for each 5 children to be accommodated at any given time or 1 parking space per employee, whichever is greater
vii)	Long Term Care Facility	0.25 spaces per unit, 25% of which shall be for visitor parking
viii)	All other institutional uses	6.3 parking spaces per 100 m ² of gross floor area
<hr/>		
D)	INDUSTRIAL	
i)	All industrial uses permitted by this by-law with a floor area of 2800 square metres or less for each building	One (1) parking space for each forty two (42) square metres or portion thereof of gross floor area
ii)	All industrial uses permitted by this by-law with a floor area greater than 2800 square metres for each building	For the first 2800 square metres of the building , one (1) parking space for each forty two (42) square metres or portion thereof of gross floor area . For the gross floor area of the building in excess of 2800 square metres, one (1) parking space for each 93 square metres or portion thereof of gross floor area .
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NOTES

1. Where a **secondary suite** is permitted, no additional **parking space** is required for the **secondary suite** provided that the primary **dwelling unit** already provides two parking spaces.
2. Where the total **gross floor area** of **restaurant(s)** or **fast food restaurant(s)** is more than 10 percent of the total **gross leasable floor area** of a **shopping centre**, separate parking for the **restaurant(s)** or **fast food restaurant(s)** will be provided in accordance with the standards established for those uses but such separate parking shall be calculated on that portion of **restaurant** floor exceeding 10 percent of the total **gross floor area** of the **shopping centre**.
3. In an **office building** where the **floor area** devoted to non-office uses (e.g., retail, residential, recreational) is greater than 10 percent of the total

gross floor area devoted to **office use**, separate parking will be provided in accordance with the parking standards established for those uses in this section.

4. No additional permanent **parking spaces** shall be required for a **primary school** having ten or fewer portable classrooms or a **secondary school** having five or fewer portable classrooms. For purposes of calculating the required parking in an **enclosed shopping centre**, the **gross leasable floor area** shall not be less than 75% of the **gross floor area** of the **enclosed shopping centre**.
5. For purposes of this subsection, '**enclosed shopping centre**' shall mean a **shopping centre** in which the primary access by the general public to individual stores, **premises** or commercial establishments is obtained from the outside through a covered common mall or aisle.
6. In addition to any other requirement of this by-law to provide **parking spaces**, a **shopping centre**, whether an **enclosed shopping centre** or not, shall provide one (1) additional **parking space** for each condominium unit.

5.15 PARKING AREA REQUIREMENTS

- a) Each **parking space** shall have a width of not less than 2.75 metres and a length of not less than 5.8 metres with the exception of a **parking space** for the physically disabled, which shall have a width of no less than 3.9 metres and length of not less than 5.8 metres. Notwithstanding the foregoing provisions, within residential zones the minimum **parking space** dimension within the private driveway providing access to a detached **rear yard private garage** shall be 2.75 metres by 5.8 metres.
- b) **Parking areas** and **parking lots** shall be paved.
- c) The limits of a **parking area** and a **parking lot** shall be defined by a **fence**, curb or other suitable obstruction.
- d) The width of an aisle shall comply with the following provisions:
 - i) aisles perpendicular to the **parking space** - a minimum of 6 metres.
 - ii) **parking spaces** at sixty (60) degrees to the aisle - a minimum of 5.5 metres.
 - iii) **parking spaces** at forty-five (45) degrees to the aisle - a minimum of 3.7 metres.
- e) Any **garage accessory** to a permitted use which has been **erected** completely below the **established grade**, or partly below the **established grade** so that its **height** is no more than 2 metres, shall not be included in the calculation of **lot coverage**.
- f) No **setbacks** shall be required for any **private garage**, **parking area** or **parking lot** or any portion thereof if it is constructed completely below the **established grade**, except as may be required by the Province of Ontario.
- g) Where a 0.3 metre **reserve** abutting a **street** exists, no part of any **private garage**, public **garage**, **parking area** or **parking lot** other than one completely below the **established grade**, shall be permitted closer than 5.8 metres to such **reserve**.

- h) The approaches to any **parking area** and **parking lot** shall be defined by a curb of concrete or rolled asphalt.

5.16 BARRIER FREE ACCESS RAMP ON ANY LOT

The following provisions shall apply to a **barrier free access ramp** on any lot:

- a) a **barrier free access ramp** is permitted within any **yard**; and,
- b) a **barrier free access ramp** shall be:
 - i) set back a minimum of 0.45 metres from the **front and rear** lot lines;
 - ii) set back a minimum of 0.90 metres from the flankage lot line; and,
 - iii) set back in accordance with the minimum required side yard setbacks for the main building or a minimum of 0.9 metres from the side lot line, whichever is the lesser.

5.17 PLANNED WIDTH OF ROAD ALLOWANCES

For the purpose of applying the provisions of this By-law, in the case where a **lot** abuts a **street** which is identified in the Official Plan for the Town of Richmond Hill Planning Area as having a future **street** allowance width greater than the existing **street** right of way then such provision shall consider:

- a) the **street line** as located along the limit of the **street** allowance identified in the Official Plan for the Town of Richmond Hill Planning Area , and,
- b) that the portion of the lot lying within the **street** allowance identified in the Official Plan for the Town of Richmond Hill Planning Area shall not form a part of the **lot** for the purpose of applying the required standards.

5.18 PUBLIC AUTHORITY

The following provisions shall apply to the use of any **lot, building or structure** in all **zones**:

- a) A **public authority** is permitted the following uses including all new public transportation, infrastructure and utility uses listed below, and all upgrading or extension of existing transportation, infrastructure and utilities uses, including the opening of a street within an unopened road allowance:
 - i. public highways;
 - ii. transit lines, railways and related facilities;
 - iii. gas and oil pipelines;
 - iv. sewage and water service systems and lines and stormwater management facilities;
 - v. power transmission lines;
 - vi. telecommunications lines and facilities, including broadcasting towers;
 - vii. bridges, interchanges, stations, and other structures, above and below ground, that are required for the construction, operation or use of the facilities listed in provisions subsections (i) to (vi) above;

- viii. rights of way required for the facilities listed in provisions subsections (i) to (vii) above;
 - ix. community centres;
 - x. emergency service facilities;
 - xi. library;
 - xii. works yard; and,
 - xiii. parkland.
- b) Utilities including **buildings, structures** and **accessory** facilities used for the distribution of gas, steam, electricity or other forms of energy, and telecommunication provided by entities other than a **Public Authority** shall be permitted.
- c) The uses permitted in provisions subsections (a) and (b) above shall only be permitted where:
- i. such use, **building** or **structure** complies with all of the applicable development standards of the **zone** and all applicable general provisions related to the permitted use; and,
 - ii. no outdoor storage shall be permitted in a Residential **zone**.

5.19 TEMPORARY CONSTRUCTION AND SALES USES

- a) Nothing in this By-law shall prevent, in any zone other than the ORMNL zone, uses incidental to construction, such as a construction camp or other such temporary work camp, tool shed, scaffold or other **building** or **structure** incidental to the construction only for so long as the same are necessary for work in progress which has neither been finished nor abandoned.
- b) Nothing in this By-law shall prevent, in any zone other than the ORMNL zone, the use of land for a sales **office** for the sale of residential or commercial **suites** or **dwelling units** provided that the following criteria are met:
- i) The **suites** or **dwelling units** to be sold are within the limits of the designated area of this Zoning By-law; and,
 - ii) Any sales **office** or **building** is removed within sixty (60) days after completion of the last **suite** or **dwelling unit** as the case may be.

5.20 FURTHER DIVISION OF LOTS OR BLOCKS ON A REGISTERED PLAN FOR SEMI-DETACHED, STREET TOWNHOUSES AND DWELLING UNITS PROPOSED FOR CONDOMINIUM TENURE

- a) Where **dwelling units** in a **semi-detached, street** townhouse or **multiple dwelling** are constructed on separate **lots**, no **side yard** shall be required where a **dwelling unit** has a common wall with an adjacent **dwelling unit**.
- b) Where **dwelling units** in a **semi-detached** or **street townhouse dwelling** are first constructed on a **lot** or **block on a registered plan** in conformity with this By-law, the provisions of Table 'A2' for minimum **lot frontage** and minimum **lot area** shall not be deemed to be contravened by reason of a division of the **dwelling units** in the **semi-detached** or **street townhouse dwellings** onto separate **lots** in accordance with the *Planning Act RSO 1990*, provided that all other requirements of this By-law are met, including Section 5.3.1.

- c) Where any form of dwelling is **erected** in conformity with an agreement entered into pursuant to section 40 of the *Planning Act, RSO 1990* or a successor thereto and where the dwelling is proposed for approval pursuant to the *Condominium Act RSO 1990*, no provision of this By-law shall be deemed to be contravened by reason of either a consent for mortgage purposes or the registration of a condominium plan provided that all of the standards of this By-law are met for the lands as a whole as set out in the agreement pursuant to Section 40 of the *Planning Act RSO 1990*.

5.21 OUTDOOR PATIOS

a) DEFINITIONS

Notwithstanding any definitions or provisions to the contrary in the aforementioned by-laws, for the purposes of this By-law the following definitions shall apply to outdoor patios:

- (i) "OUTDOOR PATIO means an outdoor area used in conjunction with any restaurant, tavern, banquet hall or any other premises where food or refreshments are consumed by the public and where seating accommodation is provided and where meals or refreshments are served to for consumption on the premises and includes all such facilities whether or not licensed under the *Liquor License Act*."

"GROSS FLOOR AREA (G.F.A.) means the aggregate of the floor areas of a building above or below grade, measured between the exterior faces to the exterior walls of the building at each floor level but excluding car parking areas within the building, loading areas and any space with a floor to ceiling height of less than 1.8 metres (5.9 ft.).

b) OUTDOOR PATIOS PERMITTED

Notwithstanding any provisions to the contrary in any other Zoning By-law, an outdoor patio is hereby permitted as an accessory use to a restaurant, tavern, banquet hall or any other similar premises where food or refreshments are consumed by the Public in all zones where such uses are permitted, subject to the provisions of this By-law.

c) MAXIMUM OUTDOOR PATIO AREA

An outdoor patio shall not constitute more than twenty (20%) percent of the Gross Floor Area (G.F.A.) of the restaurant, tavern, banquet hall or eating establishment it serves but in no case shall constitute more than one hundred and fifteen (115 m²) square metres (1238 square feet) in total outdoor patio area.

d) PARKING

The outdoor patio area may be permitted to displace existing parking spaces only if the total remaining parking spaces satisfy the minimum parking requirements for the main building.

e) PROHIBITED IN YARDS ABUTTING RESIDENTIAL ZONES

Outdoor patios shall be prohibited in any yard which abuts any Residential (R) Zone or a Residential Multiple (RM) Zone except where such zones are separated by an arterial road as designated

in the Town of Richmond Hill Official Plan. Outdoor patios located on a deck, terrace or rooftop shall not be permitted on any site which abuts a Residential (R) Zone or a Residential Multiple (RM) Zone except where such zones are separated by an Arterial Road as designated in the Town of Richmond Hill Official Plan.

f) **MUSIC AND PERFORMANCES**

The use of musical instruments, live performances or other mechanical or electrical music equipment, including outdoor speakers and amplifiers is prohibited unless the outdoor patio, whether at grade or on a deck or terrace or a rooftop, is located at least one hundred (100) metres (328 ft.) from a residential property located in any adjacent Residential (R) Zone or Residential Multiple (RM) Zone.

g) **ILLUMINATION**

All illumination from lighting sources for outdoor patios shall be directed towards the outdoor patio only and shall be diverted away from adjacent properties, streets and lanes and shall be in accordance with the Town of Richmond Hill Light Pollution By-law.

h) **GROUND SURFACE**

The outdoor patio ground surface shall consist of appropriate hard surface materials and may also include perimeter landscaping and plantings.

i) **BARRIER REQUIRED**

The outdoor patio area shall be delineated and enclosed with an appropriate barrier with at least one emergency access available to outside of the patio.

j) **SITE LOCATION & INTERNAL SETBACKS**

The outdoor patio area shall not interfere with any on-site parking, pedestrian, vehicular circulation or loading area. The barrier for the outdoor patio area shall be set back a minimum of 1.5 metres (4.92 ft.) from any adjacent driveway, internal circulation area, parking aisle, parking space, loading area, curb, daylighting triangle, or any landscaping or screening strip and a minimum of 0.75 metres (2.46 ft.) from any Public sidewalk or pedestrian walkway on the property where the outdoor patio is located.

5.22 COMMON ELEMENT CONDOMINIUMS

Where any form of dwelling units or premises is erected in conformity with a Site Plan Agreement,

- a) part of the lands affected by the Site Plan Agreement forms a common element condominium, and
- b) the balance of the lands affected by the Site Plan Agreement are parcels of tied land with respect to that common element condominium

no provision of this By-law shall be deemed to be contravened by reason of the conveyance of a parcel of tied land upon which a dwelling unit or premises is erected, provided that all of the standards of this By-law are met for the lands as a whole, as set out in the Site Plan Agreement and

provided the **common element condominium** and the **parcels of tied lands** are contiguous.

5.23 APPLICATION FOR APPROVAL OF A CONDOMINIUM DESCRIPTION

The following provision shall apply to **dwelling units** or **premises** designated in an application for approval of a condominium description pursuant to the *Condominium Act*, 1998, as amended or a successor thereto:

Where any form of **dwelling units** or **premises** is erected in conformity with a **site plan agreement** and where the **dwelling units** or **premises** is proposed for approval pursuant to the *Condominium Act*, no provisions of this By-law shall be deemed to be contravened by reason of either a consent for mortgage purposes or the registration of a condominium description provided that all of the standards of this By-law are met for the lands as a whole as set out in the **site plan agreement**.

5.24 MUNICIPAL SERVICES

The following provisions shall apply to prohibit the use of land or the erection of **buildings** or **structures** unless such municipal services as set out below are available to service the land, **buildings** or **structures**:

- a) For the purposes of this section, all municipal services provided for in this section are deemed to include all required service connections to the **street line** of the land on which the **building** or **structure** is to be located.
- b) Notwithstanding the provisions of this or any other by-law hereinbefore or hereinafter enacted pursuant to Section 34 of the *Planning Act* or any predecessor thereof, by **Council**, or any predecessor thereof, no land shall be used and no **building** or **structure** shall be **erected** or used for any purpose unless:
 - i. water and sanitary sewer capacity are both available and **Council** has allocated water and sanitary sewer capacity to service the said lands and **building** or **structure**, or **Council** has exempted the development or the class of development from the requirement for allocation capacity;
 - ii. the **Commissioner** has confirmed that municipal services are available in accordance with subsection (c) hereof or subsection (d) hereof as the case may be.
- c) For the purposes of this section, municipal services are deemed to be available to the lands, **building** or **structure** within a **plan of subdivision** registered after the enactment of this By-law, when the street, water, storm sewer, sanitary sewer and stormwater management facilities required to service such lands, **building** or **structure** satisfy the following requirements:
 - i. the public highways and **lanes** in the **plan of subdivision** or external to the **plan of subdivision** necessary to service the lands, **building** or **structure** have been constructed to base course asphalt;
 - ii. the watermains, sanitary sewers, storm sewers, and stormwater management facilities necessary to service the lands, **building** or **structure** have been constructed and are operational;

- iii. with respect to any required sanitary, storm and watermain trunks and stormwater management facilities external to the **plan of subdivision**:
 - 1. all property required for the service have been conveyed to the **Town** or other government having jurisdiction;
 - 2. all easements required for the service have been conveyed to the **Town** or other government having jurisdiction;
 - iv. the watermain and required service connections have been disinfected in accordance with any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**, and the water being provided to the lands, **building or structure** meets any applicable Province of Ontario standards and/or requirements and the quality standards set out in the **Town of Richmond Hill Standards and Specifications Manual**;
 - v. the watermain and any required service connections have been hydrostatically tested in accordance with any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**;
 - vi. a water flow test has met any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**; and
 - vii. two separate vehicular accesses into any **plan of subdivision** have been provided and kept open for the purposes of ingress and egress, to the satisfaction of the **Commissioner**.
- d) For the purposes of this by-law, municipal services are deemed to be available to the lands, **building or structure** that is not within a **plan of subdivision** referred to in subsection (c), or that is within a **plan of subdivision** referred to in subsection (c) but that is to be located on a parcel of land that is not the whole of a lot within that **plan of subdivision**, but which is created pursuant to the enactment of a by-law under subsection 50(5) of the *Planning Act* or pursuant to a consent under section 53 of the *Planning Act*, when the roads, water, storm sewer and sanitary sewer and stormwater management facilities required to service the lands, **building or structure** satisfy the following requirements:
- i. where the lands do not front on an assumed public highway or highway established by the **Town or Region**, an access route for fire department use, in accordance with the provisions of the *Building Code*, O.Reg. 350/06, as amended, or any successor legislation or regulation, has been provided;
 - ii. where any of a watermain, sanitary sewer and storm drainage system are available within a public highway adjacent to the land on which the **building or structure** is to be located, those services are constructed and operational;
 - iii. where a new watermain extension is required to provide water service, the watermain and any required service

connections have been disinfected in accordance with any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**, and the water being provided to the lands, **building** or **structure** meets any applicable Province of Ontario standards and/or requirements and the quality standards set out in the **Town of Richmond Hill Standards and Specifications Manual**;

- iv. where a new watermain extension is required to provide water service, the watermain and any required municipal service have been hydrostatically tested in accordance with any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**; and
 - v. where a new watermain extension is required to provide water service, a water flow test has been conducted in accordance with any applicable Province of Ontario standards and/or requirements and the **Town of Richmond Hill Standards and Specifications Manual**.
- e) Notwithstanding the requirements of subsection (c) or subsection (d), for the purposes of this section, water and sanitary sewer capacity and municipal services otherwise required by this by-law may be deemed by the **Commissioner**, in his or her absolute discretion, to be available to service a **building** containing three (3) or more **dwelling units** and having four (4) or more stories, up to nine (9) months prior to the time that such municipal services are actually completed and operational.
 - f) Notwithstanding the requirements of subsection (c) or subsection (d), for the purposes of this section, municipal services otherwise required by this by-law may be deemed by the **Commissioner**, in his or her absolute discretion, to be available to service a **non-residential building** up to two (2) months prior to the time that such municipal services are actually completed and operational.
 - g) Nothing in this section shall prevent the erection of model home and sales offices, subject to such terms and conditions as established by the **Town** and provided that an access route for fire department use in accordance with the *Building Code*, O. Reg. 350/06, as amended, or any successor legislation or regulation, has been provided.

5.25 SECONDARY SUITES

Notwithstanding Section 5.4, **Secondary suites** are permitted within a residential **zone** subject to the following provisions:

- a) A **secondary suite** shall be wholly contained within the same **single-detached** or **semi-detached dwelling** or above a **detached garage** located on a lot that has an **side lot line** or the **rear lot line** abuts a **lane**;
- b) No more than two **dwelling units** shall be permitted on the same lot;
- c) Table 5.19 outlines the minimum habitable floor area requirements for the following **secondary suites**:

Table 5.19

Unit type	Minimum Habitable Floor Area
Study (bachelor)	25 square metres
1 bedroom	32 square metres
2 or more bedrooms	32 square metres as required for a one bedroom unit plus 9 square metres for each additional bedroom.

- d) No more than one **dwelling suite** entrance is contained within any main wall facing a **street**;
- e) Entrance to the **secondary suite** shall be located in the front or side wall of the **single detached** or **semi-detached dwelling** and shall not be contained within a garage. Where the **secondary suite** is located above a **detached garage**, the entrance to the **secondary suite** is permitted in the front, side or rear walls of the **detached garage**;
- f) Where a **secondary suite** is located below **grade**, all other applicable laws and standards such as the *Ontario Building Code* and *Fire Code* shall be complied with;
- g) No **secondary suite** shall be located in a floodplain; and,
- h) **Home occupation** shall be associated with the primary **dwelling unit** only.

5.26 PRIVATE UTILITY

Private Utilities shall be permitted in all zone categories. The following provisions shall apply to a **Private Utility** use:

- a) Minimum Side Yard Setback: 3.0 metres;
- b) Minimum Rear Yard Setback: 8.0 metres;
- c) Maximum Height: 1.85 metres;
- d) Maximum Size of Pad: 50 square metres; and,
- e) Maximum Height of Fence: 1.84 metres.

SECTION 6 DEFINITIONS

6.1 ACCESSORY

Means a use subordinate and naturally, customarily and normally incidental to and exclusively devoted to a main use of land or **building**, and located on the same **lot**.

6.2 ACCESSORY STRUCTURE, DETACHED

Means a **building** or **structure** that is not used for human habitation, the use of which is customarily incidental, subordinate and exclusively devoted to a principal use or **building** located on the same **lot** and shall not include a detached garage and outdoor swimming pool

6.4 ALTER

Means any **alteration** to the structural component of a **building** which could result in a change of use, or any increase in the volume of a **building** or **structure**.

6.5 ANIMAL HOSPITAL

Means the **premises** of a veterinary surgeon, where animals, birds, or other livestock are treated or kept for treatment and may be boarded overnight.

6.6 ASSEMBLY HALL

Means a **building** or part of a **building** in which facilities are provided for meetings and events for civic, educational, political, religious or social purposes and may include a **banquet hall**, **private club** or fraternal organization.

6.7 ATTACHED

Means a **building**, otherwise complete in itself, which depends for structural support or complete enclosure upon a division wall or walls which are above **grade**, shared in common with an adjacent **building** or **buildings**.

6.8 AUTOMOBILE SERVICE STATION

Means a **building** or **structure** or parts thereof, used for the sale of petroleum products and automobile accessories and for the maintenance essential to the actual operation of **motor vehicles** but excluding a **motor vehicle** sales establishment, an auto body repair shop or public garage. The following associated uses shall also be permitted:

- a **GAS BAR CONVENIENCE RETAIL STORE**; and,
- a **GAS BAR**;
- a **MOTOR VEHICLE/LUBRICATION ESTABLISHMENT**; and
- a **MOTOR VEHICLE WASHING ESTABLISHMENT**.

6.9 BAKE SHOP

Means a shop where the products of a baker are sold or offered for sale, including incidental baking of products for retail sale on the **premises** only.

6.10 BANQUET HALL

Means a **building** or part thereof, with full kitchen facilities, used for the gathering together of groups of persons for specific functions including the consumption of food and drink.

6.11 BARRIER FREE ACCESS RAMP

Means an unenclosed and inclined ramp providing access to the main floor and/or entry level of a **building** that provides a continuous unobstructed access route intended for use by people with physical disabilities.

6.12 BASEMENT

Means a **storey** or **storeys** of a **building** located below the **first storey**.

6.13 BLOCK

Means all land fronting on one side of a **street** between the nearest **streets** that intersect, meet or cross the **street**.

6.14 BLOCK ON A REGISTERED PLAN

Means a parcel of land that is indicated by the word and letter 'A', 'B', 'C', or as the case may be.

6.15 BUILDING

Means a **structure** occupying an area greater than 10 square metres (107.64 square feet) consisting of a wall, roof and floor, or any one or more of them, or a structural system serving the function thereof, including all works, fixtures and service systems appurtenant thereto.

6.16 BUILDING AREA

Means the greatest horizontal area of a **building** above **grade** within the outside surface of exterior walls, or within the outside surface of exterior walls and the centre line of firewalls if the firewall is shared with a **building** on another **lot**, including stairwells and all other spaces within the **building**.

6.17 BUILDING LINE

Means any line regulating the position of a **building** or **structure** on a **lot**.

6.18 CLINIC

Means a medical office which contains three or more medical practitioners.

6.19 CLUB

An association of persons, whether incorporated or not, united by some common interest, meeting periodically for cooperation or conviviality. **Club** shall also mean, where the context requires, **premises** owned or occupied

by members of such association within which the activities of the **club** are conducted.

6.20 CLUB, PRIVATE

Means a **building** or part of a **building** used as meeting place for members of a **club** and shall include a lodge, a billiard hall, a fraternity or sorority house, and a labour union hall.

6.21 COLUMBARIUM

Means a **structure** designed for the purposes of storing the ashes of human remains that have been cremated.

6.22 COMMERCIAL MACHINERY OR EQUIPMENT

Means machinery or equipment used for business, employment or commercial purposes, including, without limiting the generality of the foregoing, bulldozers, road building machines, backhoes, cranes, ploughs, graders, forklifts and earth moving equipment, farm tractors, and other similar machinery or equipment.

6.23 COMMERCIAL MOTOR VEHICLE

Means any **motor vehicle** having permanently **attached** thereto a truck or delivery body, and/or including, without limiting the genrality of the foregoing, tow trucks, ambulances, hearses, fire apparatus, motor buses used primarily for business, employment or commercial purposes, and similar converted commercial motor vehicles, and/or including all **motor vehicles** with **commercial motor vehicle** licenses exceeding 508 kilograms in capacity.

6.24 COMMERCIAL USE

Means an occupation, employment or enterprise that is carried on for profit by the owner, lessee, or licensee.

6.25 COMMISSIONER

Means the Commissioner of Planning and Regulatory Services for the **Town** or such successor office, as the case may be.

6.26 COMMUNITY CENTRE

Means any tract of land, **building**, or **structure** or any part of any land, **building** or **structure**, used for community activities, including recreational and **institutional uses**, with **commercial uses accessory** thereto, the control of which is vested in the **Corporation**, local board or approved agent thereof and which is operated as a nonprofit organization.

6.27 COMMON ELEMENT CONDOMINIUM

Means a common element condominium corporation as described in the *Condominium Act*, 1998, as amended or a successor thereto.

6.28 CONDOMINIUM

Means a group of **dwelling units** or **premises**, each under individual ownership in a multiple unit structure with common elements in which:

- i) the **dwelling units** or **premises** comprise not only the space enclosed by the boundaries of the **dwelling unit** or **premises**, but all material parts of the land within the space;
- ii) the common element means all the property except the **dwelling units** or **premises**; and,
- iii) the common elements are owned by all of the owners as tenants in common.

6.29 CONVENIENCE RETAIL STORE

Means a **retail store** serving the daily or occasional needs of the residents in the immediate area with a variety of goods such as groceries, meats, beverages, dairy products, baked goods, patent medicines, sundries, tobacco, stationary, hardware, magazines and newspapers.

6.30 CORPORATION

When capitalized, means the **Corporation** of the Town of Richmond Hill.

6.31 COUNCIL

Means the Council for the **Town**.

6.32 DAYLIGHTING TRIANGLE

Means a triangular area of land on or abutting a **corner lot**, formed by measuring from the point of intersection of **street lines** the distance required by this By-law for a **daylighting triangle** along each **street line** and joining such points with a straight line. The hypotenuse of a daylighting triangle shall be that property line directly opposite the angle formed by the point of intersection of the street lines.

6.33 DAY NURSERY

Means a **premises** licensed pursuant to the *Day Nurseries Act* that receives more than 5 children, primarily for the purpose of providing temporary care, or guidance, or both temporary care and guidance, for a continuous period not exceeding twenty-four hours where the children are) under 8 years of age in the case of a **Day nursery** for children with a developmental handicap; and,

- ii) under 10 years of age in all other cases.

The term **Day nursery** for the purposes of this By-law does not include a **Day nursery** operated as:

- iii) part of the program of a public **school**, separate **school**, **private school** or a **school** for trainable retarded children under the *Education Act*; or,
- iv) a place that is used for a program of recreation pursuant to the *Ministry of Culture and Recreation Act*.

6.34 DECK

Means a **structure** without a roof having a foundation to hold it **erect** and **attached** to or abutting one or more walls of a **building** or constructed separate from a **building** with or without direct access to the ground, the floor of which is above finished **grade**, and which is designed and intended for use as a sun deck but shall not include a landing or a stair.

6.35 DETACHED GARAGE

Means a **building** or **structure** which is not **attached** and is designed or used for the storage of one or more **motor vehicles**, and excludes a carport, other open shelter or any **detached accessory structure**.

6.36 DRIVEWAY

Means a defined area providing access for **motor vehicles** from a **street**, a condominium road, or a **lane** to a **parking space**, parking area or **parking lot**, loading space, **detached garage**, **building** or **structure**.

6.37 DRY CLEANING DEPOT

Shall mean a **building** or **structure** or part thereof used for the purpose of receiving articles or goods of fabric to be subjected to the process of dry cleaning, dry dyeing or cleaning at another location and for the pressing and distribution of any such articles or goods which have been subjected to any such process.

6.38 DWELLING, APARTMENT

Means a **building** containing five or more **dwelling units** all of which have a common external access to the **building** by means of a common corridor system.

6.39 DWELLING, Back to back

Means a **building** or part thereof containing three (3) or more **dwelling units**, but shall exclude an **apartment dwelling** or a **townhouse dwelling**.

6.40 DWELLING, BLOCK TOWNHOUSE

Means a **townhouse dwelling** that is not a **Street townhouse dwelling**.

6.41 DWELLING, DUPLEX

Means a **building** containing two **dwelling units** divided horizontally and having an independent entrance either directly to the outside or through a common vestibule.

6.42 DWELLING, QUADRUPLX

Means a **building** containing only two **storeys**, exclusive of a **basement**, divided vertically and/or horizontally into four **units**, each one of which has two walls or parts thereof in common with adjoining **units** and an independent entrance to either the ground or common corridor.

6.43 DWELLING, SEMI-DETACHED

Means a **building** that is divided vertically into two **dwelling units** sharing a common wall above the **established grade** and each of which has an independent entrance either directly to the outside or through a common vestibule.

6.44 DWELLING, SENIOR CITIZEN

Means an **apartment dwelling** that is occupied by senior citizens and which is sponsored and/or administered by any public agency or any service **club**, **place of worship**, or other non-profit organization, either of which obtains its financing from Federal, Provincial or Municipal

Governments or agencies, or by public subscription or donation, or by any combination thereof, and may include **accessory** uses such as **recreation, dining, medical, pharmacy, PERSONAL SERVICE SHOP** and lounge facilities, usually associated with senior citizens developments.

6.45 DWELLING, SINGLE DETACHED

Means a completely detached **dwelling unit**.

6.46 DWELLING, STREET TOWNHOUSE

Means a **townhouse dwelling** composed of **dwelling units** each of which has frontage on a **street**.

6.47 DWELLING, TOWNHOUSE

Means a **building** divided vertically into three or more **dwelling units**, each sharing a wall above the **established grade** and each of which has independent entrances at **grade** to a front and **rear yard** immediately abutting the front and rear walls.

6.48 DWELLING UNIT

Means a unit that:

- i) consists of one self-contained set of rooms located in a **building** or a **structure**;
- ii) is used or has the capability of being used as a domicile by one or more persons as a single housekeeping unit;
- iii) contains cooking, eating, living, sleeping and sanitary facilities designated for the exclusive use of its occupants; and,
- iv) has a means of egress to the outside of the **building**, which may be a means of egress with other shared **dwelling units**.

6.49 ENTRY ELEMENT

Means an open sided platform, with or without foundation, and with an upper **structure** covered by a roof, a balcony or enclosed second floor habitable space.

6.50 ERECT

Means "build", "construct", "reconstruct", "alter", and "relocate" and without limiting the generality of the foregoing shall be taken to include any preliminary physical operation such as excavating, grading, piling, cribbing, filling or draining, structurally **altering** any existing **building** or **structure** by an addition, deletion, enlargement or extension.

6.51 EXPROPRIATING AUTHORITY

Has the same meaning as in the *Expropriations Act*, R.S.O. 1990, c. E. 26

6.52 FENCE

Means a **structure** constructed of posts, boards, tailings, rails, wire, masonry or similar materials or any combination thereof used to define a property boundary or to enclose any outdoor area. Fencing shall have a corresponding meaning.

6.53 FINANCIAL INSTITUTION

Means a bank, credit union, trust company, savings **office** or retail banking operation which is open to the general public, but not including an investment **office**.

6.54 FIRST STOREY

Means the **storey** with its floor closest to **grade** and having its ceiling more than 1.8 metres above **grade**.

6.55 FITNESS CENTRE, COMMERCIAL

A **building** in which facilities are provided for recreational athletic activities including but not limited to body-**building** and exercise classes and shall include associated facilities such as a sauna and solarium.

6.56 FLOOR AREA

Means the total horizontal area of all floors in a **building**.

6.57 FLOOR AREA, GROSS

Means the aggregate of the **floor areas** of a **building** above or below **established grade**, measured between the exterior faces of the exterior walls of the **building** at each floor level but excluding car **parking areas** within the **building**, loading areas and any space with a floor to ceiling height of less than 1.8 metres.

6.58 FLOOR AREA, GROSS LEASABLE

Means the total **floor area** occupied by a commercial facility for its exclusive use including all seating areas associated with any **restaurant** use, **food court**, or eating establishment permitted by this by-law, **basements**, mezzanines, upper story areas and integral storage area, but in a **shopping centre** shall not include public or common areas such as malls, corridors, stairways, elevators, machine or equipment rooms, washrooms or garbage rooms, or storage areas located below **grade**.

6.59 FLOOR AREA RATIO (FAR)

Means the maximum **gross floor area** of all **buildings** on a **lot** expressed as a ratio or multiple of the **lot area**, and for the purposes of this definition, the maximum **floor area ratio** in each **zone** shall apply only to that portion of such **lot** which is located within said **zone**.

6.60 FOOD COURT

Means a grouping of two or more **fast food restaurants** within a **building** which share common seating areas and which sell a variety of prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within or outside of the **building**.

6.61 FOSTER HOME

Means a **dwelling unit** in which parent-model residential care is provided for one or more children by a person:

- i) who occupies that **dwelling unit** as his/her or her permanent residence;

- ii) who receives compensation for caring for the child or children pursuant to government legislation, except under the *Family Benefits Act* or the *General Welfare Act* or successor legislation or the regulations made under either of them;
- iii) who is not the child or children's parent or person with whom the child or children has or have been placed for adoption; and,
- iv) who is licenced to operate a **Foster home** in Ontario under government legislation.

6.62 FUNERAL HOME

Means a **building** designed for the purpose of furnishing funeral supplies and services to the public and includes facilities intended for the preparation of the dead human body for interment or cremation.

6.63 GARAGE

Means an enclosed **structure** designed and used for the storage of one or more **motor vehicles**.

6.64 GARAGE, PRIVATE

Means an enclosed **structure** designed and used for the storage of one or more **motor vehicles**.

6.65 GARAGE, DETACHED

Means a **building** or **structure** which is not **attached** and is designed or used for the storage of one or more **motor vehicles**, and excludes a carport, other open shelter or any **detached accessory structure**.

6.66 GARDEN CENTRE

The use of lands, **buildings** or **structures** or part thereof for the purpose of buying or selling of lawn and garden equipment, furnishings and supplies.

6.67 GAS BAR

Means a **building** or **structure** including lands appurtenant thereto, used for the sale of petroleum products and automobile accessories, but shall not include the performance of minor running repairs essential to the actual operation of **motor vehicles**, a **motor vehicle** sales establishment, an auto body repair shop, or **automobile service station**.

6.68 GAS BAR CONVENIENCE RETAIL STORE

Means a **retail store** established or existing only in conjunction with a **gas bar**, having a variety of convenience goods to serve the traveling public such as milk and dairy products, pre-packaged groceries, patent medicines, carbonated beverages, sundries, tobacco, stationary, magazines and newspapers, but not include fresh meats and produce. An automatic banking machine may also be included.

6.69 GRADE

Means the level of the ground adjacent to the outside wall of a **building** or **structure**.

6.70 GRADE ESTABLISHED

Means with reference to a **building** or **structure**, the average elevation of the finished surface of the ground where it meets the exterior of the front of such **building** and, when used with reference to a **structure** other than a **building**, shall mean the average elevation of the finished **grade** of the ground immediately surrounding such **structure**, exclusive in both cases of any artificial embankment or entrenchment and when used with reference to a **street**, or road means the elevation of the **street** or road established by the **Corporation** or other designated authority.

6.71 GROUND FLOOR FRONT WALL FACE

Means the face of the ground floor **main wall** of the **dwelling** which faces the **front lot line**, that contains habitable space and faces the front property line.

6.72 GROUP FOSTER HOME

Means a **dwelling unit** in which not less than 3 and not more than 6 children are lodged, boarded or receive care and which is licenced or approved under government legislation and is under control and supervision of an agency or society designated for the care or assistance of children under government legislation

6.73 GROUP HOME FOR THE PHYSICALLY OR DEVELOPMENTALLY HANDICAPPED

Means a **dwelling unit** used as a home licensed or approved for occupation under an Act of Parliament of Canada or Province of Ontario in which not less than 3 and not more than 6 persons whose physical or mental development is impaired are lodged, boarded or receive care.

6.74 HEALTH CENTRE

Means a **building** or a part of a **building** which is used for the purpose of physical fitness and may include a gymnasium, exercise room, steam room, sauna, racquet sports facilities, sun room, **swimming pool**, massage room, or any other use related to physical fitness, but does not include a commercial body rub or erotic message parlour. A massage room must be associated with at least one other of the above permitted uses within the **Health centre**.

6.75 HEIGHT, BUILDING

Means with reference to a **building** or **structure**, the vertical distance measured from the **established grade** of such **building** or **structure** to:

- i) the highest point of the roof surface or the parapet, whichever is the greater, of a flat roof;
- ii) the deckline of a mansard roof;
- iii) the mean level between eaves and ridge of a gabled hip or gambrel roof or other type of **pitched** roof;
- iv) in case of a **structure** with no roof, the highest point of the said **structure**.

6.76 Flagpoles and roof constructions which are less than 5.5 metres in height and do not occupy more than 30% of the area of the roof upon which they are located shall not be included in the calculation of maximum height.

6.77 HOME OCCUPATION

Means an economic enterprise operated within a dwelling unit, incidental and secondary to the residential use.

6.78 HOTEL

Means a **building** or part of a **building** or 2 or more connected **buildings** used mainly for the purpose of catering to the needs of the traveling public by the furnishing of sleeping accommodations which do not include separate kitchen or housekeeping facilities but may include a **restaurant**, dining room, lounge, meeting rooms, **retail stores**, and other ancillary uses.

6.79 INSTITUTIONAL USE

Means the use of land, **building** or **structure** or part thereof by any organization, group, or association for government, religious, charitable, educational, benevolent, health or welfare purposes and not for profit or gain.

6.80 LANDSCAPING

Means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, paving, screening or other architectural elements, all of which is designed to enhance the visual amenity of a property and shall not include **parking areas**, **driveways** or ramps.

6.81 LANE

Means a public or private means of vehicular access to an abutting property. This may also include a parcel of land which is a COMMON ELEMENT CONDOMINIUM for means of vehicular access.

6.82 LAUNDRY AND DRY CLEANING ESTABLISHMENT

Means **premises** used for receiving articles to be dry cleaned, laundered and pressed on the **premises**, and shall include a **dry cleaning depot**.

6.83 LOADING SPACE

Means an unobstructed area of land which is provided and maintained upon the same **lot** or **lots** upon which the principal use is located and which;

- i) is provided for the temporary parking of one or more **commercial motor vehicles** while merchandise or materials are being loaded or unloaded from such **vehicles**;
- ii) is suitable for the temporary parking of one **commercial motor vehicle**; and,
- iii) shall not be used for the purpose of sale or display.

6.84 LONG TERM CARE FACILITY

Means a nursing home as defined under the Nursing Homes Act, an approved charitable home for the aged under the Charitable Institutions Act or a home under the Homes for the Aged and Rest Homes Act.

6.85 LOT

Means a parcel or tract of land:

- (i) which is a whole LOT as shown on a Registered Plan of Subdivision, but a registered Plan of Subdivision for the purpose of this definition does not include a Registered Plan of Subdivision which has been deemed not to be a Registered Plan of Subdivision under a by-law passed pursuant to Section 50 of the *Planning Act*, R.S.O. 1990, as amended, or a predecessor thereof, or
- (ii) which fronts on a STREET and is a separate parcel of land without any adjoining lands being owned by the same owner or owners as of the date of passing of this By-law, or
- (iii) the description of which is the same as in a deed which has been given consent pursuant to Section 50 of the *Planning Act*, R.S.O. 1990 as amended, or a predecessor thereof, or
- (iv) a PARCEL OF TIED LAND.

For the purpose of this definition no parcel or tract of land ceases to be a lot by reason only of the fact that part or parts of it has or have been conveyed to or acquired by the Corporation, Her Majesty in the Right of Canada, or the Regional Municipality of York.

For the purposes of this By-law, a lot separated from a **street** by a reserve, as defined in this By-law, shall be deemed to abut such **street**.

6.86 LOT AREA

Means the total horizontal area within the lot lines of a lot.

6.87 LOT CENTRE LINE

Means a line joining the midpoints of the **front lot line** and the **rear lot line**.

6.88 LOT, CORNER

Means a lot abutting two or more **streets** at their intersection or upon two parts of the same **street** provided that the interior angle of the intersection of such **streets** or parts of one **street** is not more than 135 degrees measured at the centre line of the street.

6.89 LOT COVERAGE

Means the percentage of the lot covered by all buildings. *Lot coverage* in each zone shall be deemed to apply only to that portion of such lot which is located within said zone. The calculation of *lot coverage* shall not include that portion of such lot which is occupied by a building or portion thereof completely below grade, a covered entry element, a porch, with or without a basement and stairs with foundations, and barrier free access ramps. Within a Residential zone, *lot coverage* for a principal building and *lot coverage* for detached accessory structures shall be separately calculated, and the habitable space on the second floor directly above an entry element or porch, *detached garages*, and *barrier free access ramps* shall be excluded from the calculation of *lot coverage*.

6.90 LOT FRONTAGE

Means the horizontal distance between the **side lot lines** measured at right angles; where the **front lot lines** are not parallel, the **lot frontage** shall be measured by a line six metres back from and parallel to the "chord" of the **front lot line**; for the purpose of this definition, the "chord"

of the **front lot line** is a straight line joining the two points where the **side lot lines** intersect the **front lot line**. In the case of a **corner lot** with a **daylighting triangle**, the **flankage lot lines** shall be deemed to extend to their hypothetical point of intersection with the extension of a **front lot line** for the purposes of calculating **lot frontage**.

6.91 LOT, INTERIOR

Means a **lot** situated between adjacent **lots** and having access to one **street**.

6.92 LOT, THROUGH

Means a **lot** bounded on two opposite sides by **streets**, provided however that if any **lot** qualifies as being both a **corner lot** and a **through lot** as herein before defined, such **lot** shall be deemed to be a **corner lot** for the purpose of this By-law.

6.93 LOT LINE

Means a line delineating any boundary of a **lot**.

6.94 LOT LINE, FLANKAGE

Means a **lot line** of a **corner lot** which abuts a **street** and is not a **front lot line**.

6.95 LOT LINE, FRONT

Means the line which divides the **lot** from the **street**; in the case of a **corner lot** or a **through lot**, the shortest of the lines which divide the **lot** from the **streets** shall be deemed to be the **front lot line**; on a **corner lot** or a **through lot** where such **lot lines** are of equal length, the **front lot line** shall be deemed to be that line which abuts a regional or provincial road or highway.

6.96 LOT LINE, SIDE

Means a **lot line**, other than a **rear lot line** that does not abut a **street**.

6.97 LOT LINE, REAR

Means the **lot line** opposite and most distant from the **front lot line** or, in the case of a triangular or otherwise irregularly shaped **lot**, a line of minimum three metres in length entirely within the **lot**, parallel to and at a maximum distance from the **front lot line**.

6.98 MAIN BUILDING

Means a **building** in which is carried on the principal purpose for which the **lot** is used.

6.99 MAIN WALL

Means the exterior front, side or rear wall of a **building** and all structural members essential to the support of a fully enclosed space or roof.

6.100 MOTEL

Means a separate **building** or two or more connected or detached **buildings** designed and used for the purpose of catering to the needs of the traveling public by furnishing sleeping accommodation with or without

supplying food and/or other refreshments, and without limiting the generality of the foregoing shall include a motor court, auto court and tourist home.

6.101 MOTOR VEHICLE

Means an automobile, motorcycle and motor assisted bicycle unless otherwise indicated in *The Highway Traffic Act*, RSO. 1990, as amended

and any other **vehicle** propelled or driven otherwise than by muscular power, but does not include the cars of electric or steam railways, or other motorized **vehicles** running only upon rails, or a motorized snow **vehicle**, traction engine, farm tractor, or road **building** machine within the meaning of the *Highway Traffic Act*, RSO. 1990, as amended.

6.102 MOTOR VEHICLE/LUBRICATION ESTABLISHMENT

Means a **building** or part thereof used to provide on-going regular maintenance essential to the actual operation of **motor vehicles** but shall not include a **motor vehicle** sales establishment, an auto body repair shop, public garage or **automobile service station**.

6.103 MOTOR VEHICLE WASHING ESTABLISHMENT

Means a **building** or part thereof used for the automatic and/or coin operated washing of **motor vehicles**.

6.104 NON-COMPLYING

Means that which does not comply with the regulation(s) of this By-law as of the date of the final passing thereof.

6.105 NON-COMPLYING BUILDING OR STRUCTURE

Means a **building** that has been **erected** prior to the date of passing this By-law that has less than the minimum required **front, side, flankage** and/or **rear yard** and/or **setback** or having a greater **lot coverage, density, gross floor area** or **gross leasable floor area** than permitted by this By-law.

6.106 NON-COMPLYING LOT

Means a **lot** that exists on the date of the passage of this By-law that has less than the minimum required **lot frontage** or **lot area** required by this By-law.

6.107 NON-CONFORMING USE

Means an existing use which is not a permitted use in the **zone** in which the said use is situated at the date of final passing of this By-law.

6.108 NON-RESIDENTIAL BUILDING

Means a **building** that does not contain any **dwelling units**.

6.109 NURSING HOME means a **building** or **structure** used as a nursing home within the meaning of the *Nursing Homes Act*, R.S.O. 1990, as amended.

6.110 OBNOXIOUS USE

Means an offensive use of trade within the meaning of the *Public Health Act*, RSO. 1990, as amended or a use which is a nuisance by reason of

the emission or creation of odours, gases, dirt, smoke, noise, vibration, fumes, cinders, soot or waste or the depositing or leaving of unsightly objects or chattels on land.

6.111 OFFICE

Means a **building** or part of a **building** used for conducting the affairs of businesses, professions, services, industries, governments, or like activities, in which the chief product of labour is the processing of information rather than the production and distribution of goods.

6.112 OFFICE, MEDICAL

Means a **building** or part of a **building** used for the medical, dental, surgical and/or therapeutical treatment of human beings, but does not include a public or private hospital, or a professional office of a medical practitioner located in his or her residence.

6.113 OUTDOOR DISPLAY AND SALES AREA

Means an area of land used in conjunction with a business located within a **building** or **structure** on the same lot, for the display or sales of seasonal produce, new merchandise or the supply of services.

6.114 OUTDOOR STORAGE

Means any **accessory** storage outside of a principal or **main building** or **structure** on a lot.

6.115 PARCEL OF TIED LAND

Means a parcel of land to which the common interest of an owner in a *common element condominium* attaches as provided for in Subsection 139(2)(a) of the *Condominium Act* 1998, or a successor thereto and "parcels of tied land" has the corresponding plural meaning.

6.116 PARK, PUBLIC

Means a recreational **premises** and ancillary commercial facilities operated by a **public authority**. Without limiting the generality of the foregoing, a park may include municipal parks and playgrounds, golf courses, **swimming pools**, tennis courts, bowling greens, arenas, boating facilities and sports fields.

6.117 PARK, PRIVATE

Means an open space or recreational area other than a **public park**, operated on a commercial and/or private member basis, and which includes one or more of the following facilities or activities:

- a) Areas for walking, riding and cross-country skiing, snowmobiling, but does not include the racing of animals, **motor vehicles**, motorcycles or snowmobiles;
- b) **Accessory** recreational or playground areas such as picnic areas, tennis courts, lawn bowling greens, outdoor skating rinks, athletic fields.
- c) **Parking lots accessory** to the foregoing.

6.118 PARKING AREA

Means an open area of land other than a **street, driveway** or private condominium road used for the parking of **vehicles** with or without a fee being charged or the storage of delivery **vehicles**, but shall not include any area where **vehicles** for sale or repair are kept or stored.

6.119 PARKING GARAGE

Means a **building** or part thereof used for the storage or parking of **motor vehicles**, but shall not include a repair garage.

6.120 PARKING LOT

Means a **parking area** forming the principal use of a **lot**.

6.121 PARKING SPACE

Means a space for the parking of a **motor vehicle** that is free and clear of any encroachments.

6.122 PERSONAL SERVICE SHOP

Means a **building** or part of a **building** in which services involving the care of persons or their apparel are performed. Without limiting the generality of the foregoing, **personal service shop** includes a barber shop, a hair dressing shop, a manicure shop, a shoe repair, a **dry cleaning depot** and similar service establishments.

6.123 PLACE OF ENTERTAINMENT

Means a motion picture or other theatre, arena, auditorium, public hall, bowling alley, ice or roller skating rink or billiard hall.

6.124 PLACE OF WORSHIP

Means lands, **buildings** or lands and **buildings** used by bona fide religious groups for the practice of religious rites.

6.125 PLAN OF SUBDIVISION

Means a plan of subdivision registered in accordance with Section 51 of the *Planning Act*.

6.126 PLANNING ACT

Means the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

6.127 PORCH

A **structure** abutting a dwelling having a roof but with walls that are open and unenclosed to the extent that 50% of the vertical **plane** of the wall is open to the movement of air and which is used as an outdoor living area.

6.128 PREMISES

Means the area of a **building** or part thereof occupied or used by a business enterprise. In a multiple tenancy **building**, occupied by more than one business, each business area shall be considered a separate **premises**.

6.129 PRIVATE HOME DAY CARE

Means the temporary care for reward or compensation of five (5) children or less who are under ten years of age where such care is provided in a **dwelling unit** other than the home of a parent or guardian of any such child, for a continuous period not exceeding twenty-four hours.

6.130 PRIVATE UTILITY

Any telephone or communications utility company operating within the Town may for the purposes of the public service, use any land or **erect** or use any **building**, **structure** in the **zone(s)** permitted subject to the use of land or **building** or **structure** being in compliance with the regulations prescribed for such **zone** or use and subject to there being no outdoor storage of goods, materials or equipment in any **yard** abutting a Residential **zone**.

6.131 PUBLIC AUTHORITY

Any Federal or Provincial government authority, agency, body or department, the Regional Municipality of York, or the Corporation of the Town of Richmond Hill, or any agency, body or department of either of these municipalities..

6.132 RECREATIONAL USE

Means the use of land for parks, playgrounds, racquet courts, lawn bowling greens and bowling alleys, skating and curling rinks, athletic fields, picnic areas, **swimming pools**, day camps, **community centres**, snow skiing, walking trails and all such similar uses, together with necessary and **accessory buildings** and **structures**; but does not include a track for the racing of animals, **motor vehicles**, snowmobiles, motorcycles, golf driving ranges, miniature golf courses, or golf courses.

6.133 RECREATIONAL VEHICLE

Means a **vehicle** which provides sleeping and other facilities for short periods of time, while traveling or vacationing, designed to be towed behind a **motor vehicle** or self propelled including **vehicles** commonly known as travel **trailers**, camper **trailers**, pickup coaches, motorized campers, motorized homes and other similar **vehicles**.

6.134 REGION

Means The Regional Municipality of York.

6.135 RESERVE

Means a strip of land 0.5 metres in width or less abutting a **street** and owned by the authority having jurisdiction over such a **street**. For the purposes of this By-law, a **lot** separated from a **street** by a **reserve** shall be deemed to abut such a **street**.

6.136 RESIDENTIAL OR MIXED USE BUILDING

Means a **building** that contains one or more **dwelling units**.

6.137 RESIDENTIAL USE

Means the use of land, **buildings** or **structures** for human habitation.

6.138 RESTAURANT

Means a **building** or **structure** or part thereof whose principal business is the preparation and serving of food and refreshments to the public for consumption within the **building** or **structure**, but does not include a drive-in restaurant, take-out restaurant or fast food restaurant.

6.139 RESTAURANT, FAST FOOD

Means a **building** or **structure** or part thereof whose principal business is the sale of preprepared or rapidly prepared food directly to the customer in a ready to consume state for consumption either within or the outside the **building**.

6.140 RESTAURANT, TAKEOUT

Means a **building** or **structure**, or part thereof, designed and used for the sale of food or refreshments to the public and from which food or refreshment is made available to the customer from within the **building**; in addition no provision is made for consumption of the food or refreshment by the customer while in his car, within the **building** or elsewhere on the site.

6.141 RETAIL STORE

Means a **building** or part thereof in which goods, wares, merchandise, substances, articles or things are received and stored to be displayed, rented or sold directly to the general public at retail.

6.142 RETAIL WAREHOUSE

Means a **building** or **structure** operated by a single user where the majority of the products and merchandise displayed or stored in bulk and such products and merchandise and/or the provision of services are offered for sale directly to the general public or for wholesale purposes.

6.143 RETIREMENT RESIDENCE

Means a **building** or **structure** that provides living accommodation primarily to retired persons or couples where each living unit has a separate entrance from a common hall and contains sanitary facilities, and where common facilities are provided for the preparation and consumption of meals. Common lounges, recreation facilities and medical care facilities may also be provided.

6.144 SATELLITE DISH/RECEIVER

Means a **structure** designed and used for the reception of television signals relayed back to earth from a communication satellite.

6.145 SECOND FLOOR FRONT WALL FACE

Mean the face of the second floor **main wall** of the **dwelling** which faces the **front lot line** that contains habitable space and faces the front property line.

6.146 SECOND FLOOR FRONT WALL FACE ABOVE THE PRIVATE GARAGE

Means the face on a **dwelling's** second floor wall that faces the **front lot line** and contains that portion of the second floor habitable space that extends over the **private garage**.

6.147 SCHOOL

Means a **school** under the jurisdiction of the York Region Board of Education, a **school** under the jurisdiction of the York Region Roman Catholic Separate School Board, or other similar Provincially approved educational institution or parochial **school** operated on a nonprofit basis.

6.148 SCHOOL, COMMERCIAL

Means a **school** conducted for hire or gain, other than a private academic or religious or parochial **school** and includes a studio of a dancing teacher or a music teacher, an art **school**, a golf **school**, **school** of calisthenics, business or trade **school** and any other such specialized **school**.

6.149 SCHOOL, PRIMARY

Means a **school** established by the Ministry of Education providing education for children up to the level of **grade 8**.

6.150 SCHOOL, PRIVATE

Means a **school** meeting the standards set out for **schools** by the Ministry of Education which secures the major part of its funding from sources other than government agencies.

6.151 SCHOOL, SECONDARY

Means a **school** established by the Ministry of Education providing education for persons between the level of **grade nine (9)** and **grades twelve (12)**.

6.152 SCHOOL PORTABLE

Means an **accessory building** of a temporary or removable nature which is a **teaching classroom** used in conjunction with a primary, secondary or **private school** located on the same **lot** whether or **attached** to or detached from the **main building**.

6.153 SCHOOL BUS

Means a motor vehicle for the purposes of the transportation of **school children**.

6.154 SECONDARY SUITE

Means a self contained **dwelling unit accessory** to the main **dwelling unit**.

6.155 SEMI-TRAILER

Means a mechanical device that is towed by a motor **vehicle** and is so designed that a substantial part of its weight rests on or is carried by the motor **vehicle** or a **trailer** converter dolly through a fifth wheel assembly.

6.156 SERVICE SHOP

Means a **building** or part thereof used primarily for the repair of household articles and shall include radio, television and appliance repair shops but shall not include shops for the repair of internal combustion engines, motorized **vehicles** or other similar uses.

6.157 SETBACK

The horizontal distance from the **lot line** measured at right angles to such **lot line** to the nearest part of any **building, structure, parking space, parking lot, parking area** or **loading space** for which a **setback** is required by this By-law.

6.158 SHOPPING CENTRE

Means a group of commercial establishments located in one **building** or joined by roof, canopy, walkway, foundation, **basement** or other means so as to comprise essentially one unit, and designed, developed and managed as a unit by a single owner or tenant, or group of owners or tenants or a condominium corporation as opposed to a business area comprising unrelated individual commercial establishments.

6.159 SITE PLAN AGREEMENT

Means an agreement entered into pursuant to Section 41 of the *Planning Act* or a successor thereto.

6.160 SOUTH FACING WALL

Means the wall of a **building** which best utilizes the sun and the orientation of which falls within zero degrees and twenty degrees of true eastwest direction.

6.161 STOREY

Means that portion of a **building** between the surface of a floor and the floor, ceiling or roof immediately above, provided that any portion of a **building** partly below **grade** level shall not be deemed a **storey** unless its ceiling is at least 1.8 metres above **established grade**, and provided that any portion of a **storey** exceeding 4.2 metres in **height** shall be deemed an additional **storey**.

6.162 STREET

STREET means a public highway as defined by the *Municipal Act, 2001* S.O. 2001, c.25, as amended and shall exclude an unopened road allowance of any **STREET** which is shown on a Registered Plan of Subdivision which has been deemed not to be a Registered Plan of Subdivision under Section 50 of the *Planning Act*, R.S.O. 1990, or a predecessor thereof.

6.163 STREET LINE

Means the boundary between a **street** and a **lot**.

6.164 STRUCTURE

Means anything that is **erected**, built or constructed of parts joined together and **attached** or fixed permanently to the ground. For the purpose of this By-law, a **fence, a retaining wall, a light standard** and sign shall be deemed not to be **structures**.

6.165 SUITE

Means a single room or series of rooms of complementary use, operated under a single tenancy and includes **dwelling units**, individual guest rooms in **motels, hotels, boarding houses**, rooming

houses and dormitories as well as individual stores and individual or complementary rooms for business and personal services occupancies.

6.166 SUPERMARKET

Means a complete departmentalized food store large enough to meet the consumer's weekly food shopping needs as well as other incidental convenience or service needs.

6.167 SWIMMING POOL

Means any body of water located outdoors on privately owned property contained by artificial means in which the depth of the water at any point can exceed 0.6 metres and shall include any **accessory deck** or support **structure**.

6.168 TEACHING CLASSROOM

Means a room where the main purpose is for the instruction of persons on activities devoted exclusively to the curriculum of the **school**, but excludes staff rooms, cafeterias, auditoriums and gymnasiums.

6.169 TOWN

Means The Corporation of the Town of Richmond Hill.

6.170 TRAILER

Means a mechanical device that is towed by a **motor vehicle**, a mobile home or any mechanical device on wheels that is designed not to transport persons.

6.171 TRANSPORTATION UTILITIES AND PUBLIC WORK USES

Means any use of land, **building** or **structure** by government agencies, railways or public utilities companies for the creation, transmission storage or use of works servicing the public. Without limiting the generality of the foregoing, such uses may include transportation corridors, public transit facilities, rail line stations, controlled access highways, energy transmission systems, water and sewer systems, refuse collection systems, and public works **yards**.

6.172 VEHICLE

Means a mechanical device that is self propelled and is designed to be supported by the contact of wheels that is designed not to transport persons.

6.173 VETERINARY CLINIC

Means the **premises** of a veterinary surgeon, where animals, birds, or other livestock are treated but are not boarded overnight.

6.174 YARD

Means an open, uncovered space on a **lot** appurtenant to a **building** and unoccupied by **buildings** or **structures** except as specifically permitted in this By-law.

6.175 YARD, FLANKAGE

Means the **side yard** of a **corner lot** which **side yard** extends from the **front yard** to the **rear yard** between the **flankage lot line** and the closest point of the **main wall** of any **building** or **structure**.

6.176 YARD, FRONT

Means a **yard** extending across the full width of the **lot** between the **front lot line** and the closest point of the **main wall** of any **building** or **structure** on the **lot**.

6.177 YARD, SIDE

Means a **yard** other than an **flankage yard** which extends from the **front yard** to the **rear yard** between the **side lot line** and the closest point of the **main wall** of the **building lot** or **structure**.

6.178 YARD, MINIMUM REQUIRED

Means the minimum distance required from a **lot line**. No part of a required minimum **yard** for a **building** or **structure** shall be included as part of a required minimum **yard** for another **building** or **structure**. In calculating **minimum required yards**, the minimum horizontal distance from the respective **lot line** shall be used.

6.179 YARD, REAR

Means the open space extending across the full width of the **lot** between the **rear lot line** and the closest point of the **main wall** of any **building** or **structure** on the **lot**.

6.180 ZONE

Means a designated area of land use shown on the zoning maps of this By-law.

SECTION 7 EXCEPTIONS

The following subsections of this "Section 7 Exceptions" are exceptions to the provisions of this By-law. In accordance with Section 2.4 of this By-law, where a **zone** symbol on the **attached** schedule(s) is followed by one or more bracketed numbers, e.g. R2(1) or R2(1)(8), the bracketed numbers refer to subsections in Section 7 -Exceptions of this By-law.

Exception 7.1:

Notwithstanding any other provisions in the By-law to the contrary, the following provisions shall apply to the subject lands and generally described as Part of Lots 27 and 28, Concession 3, E.Y.S. and Block 10 of Registered Plan 65M-3997, lying west of Highway 404 Avenue, east of Leslie Street, approximately 400 metres north of Elgin Mills Road East, and south of 19th Avenue:

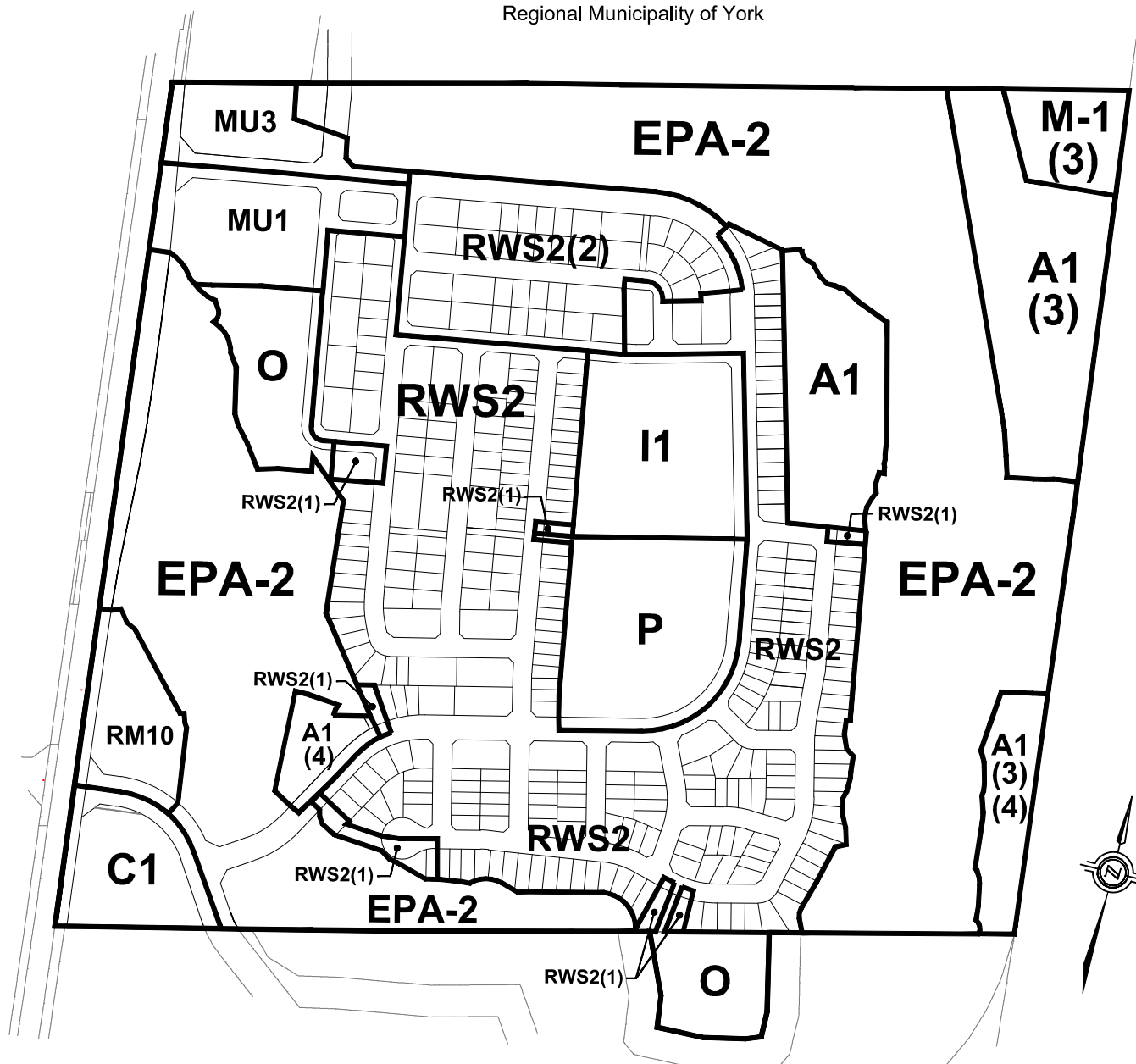
- a) The minimum required side yard abutting a non-residential zone or use shall be 1.2 metres for the lands denoted by the bracketed number (1) on Schedule "A" to this By-law.
- b) For those lots denoted by the bracketed number (2) on Schedule "A" to this By-law, the minimum rear yard shall be 6.0 metres.
- c) For blocks denoted by the bracketed number (3) on Schedule "A" to this By-law, for the purposes of minimum lot frontage, these blocks shall be deemed to have frontage on Highway 404.
- d) For the Block zoned Agricultural One (A1) and denoted by the bracketed (4) on Schedule "A" to this Bylaw, the minimum lot area shall be 0.40 hectares.

ZONING BY-LAW 55-15

Part of Lots 27 and 28, Concession 3 and
Block 10 of Registered Plan 65M-3997

Town of Richmond Hill

Regional Municipality of York



RWS2	Residential Wide Shallow Two Zone
RWS2(1)	Residential Wide Shallow Two Zone
RWS2(2)	Residential Wide Shallow Two Zone
RM10	Multiple Residential Ten Zone
C1	Neighbourhood Commercial Zone
MU1	Mixed Use One Zone
MU3	Mixed Use Three Zone
I1	Institutional One Zone
M-1	High Performance Industrial Zone
P	Park Zone
EPA2	Environmental Protection Zone
O	Open Space Zone
A1	Agricultural Zone

This is Schedule "A"
to By-Law 55-15 passed by
the Council of the Corporation
of the Town of Richmond Hill
on _____, _____ 2015

Mayor

Clerk

**THE CORPORATION OF THE TOWN OF RICHMOND HILL
SCHEDULE OF CONDITIONS
DRAFT PLAN OF SUBDIVISION
FILE NO. 19T(R)-04009**

**Leslie Elgin Developments Inc.
Parts of Lots 27 and 28, Concession 3, E.Y.S and Block 10 of Registered Plan 65M-3997
Town of Richmond Hill**

TOWN OF RICHMOND HILL

Development Planning Division

1. Approval shall relate to Draft Plan of Subdivision prepared by Malone Given Parsons, having Project No. 10-1921, dated May 8, 2015 and revised November 10, 2015 and shall be redline revised as follows:
 - a) Park Block 347 shall be increased in size to 2.772 hectares in accordance with the *Planning Act* and the Town's associated parkland dedication policies. The additional lands shall be provided from the south west quadrant of the park block; and,
2. The lands within this Draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
 - a) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
 - b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this Draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the Town prior to construction of any buildings.
5. The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.
6. Prior to final approval of the Plan, the Owner shall submit a consolidated Master Environmental Servicing Plan (MESP) which incorporates all of the agreed to resolutions to the comments provided by the Town, Conservation Authority and the Region of York.

7. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the consolidated (MESP) as approved by the Town.

Development Engineering Division

8. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed. The Owner shall agree to the foregoing in the subdivision agreement.
9. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
10. The Owner agrees that the final plan shall be revised to the satisfaction of the Commissioner of Planning and Regulatory Services:
 - a) that Street 'BB' and Street 'O' road alignments shall be modified if necessary to provide adequate sight distances for traffic movements at this intersection;
 - b) that Street 'A' road alignment shall be modified if necessary to provide a minimum horizontal centerline radius as specified by the Town; and,
 - c) that Street 'B' road allowance at the intersection with Leslie Street shall be widened if necessary to accommodate the required traffic lanes and boulevards as specified by the Town.
11. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
12. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
13. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.
14. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent owners. Retaining walls shall not be constructed upon lands to be transferred to the Town.
15. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval. The owner agrees that the soils report shall include a detailed investigation of site conditions based on

sufficient boreholes to support final engineering design. The owner agrees that the soils report shall address the site specific groundwater, geologic and hydrogeologic conditions with respect to the final design and construction of municipal services including groundwater monitoring in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie East Secondary Plan area.

16. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

Further, the Owner shall agree in the Subdivision Agreement that the plan or any portion thereof shall not be granted final approval and registered until:

- a) adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan;
- b) adequate water supply capacity is available, as determined by the Town, and has been allocated, by the Town, to the plan;

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town and the Regional Municipality of York from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

17. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
18. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this Draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the Town.
19. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution systems, and site access via local and collector road systems are available or other arrangements satisfactory to the Town have been made.
20. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town for such individual lot or block plan showing

inter alia, the driveway location(s) within the road allowance and the building(s) on the lot. The Owner shall agree to build in accordance with the approved plan.

21. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision.
22. The Owner shall agree in the Subdivision Agreement:
 - a) to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;
 - b) that all lot and block grading plans shall be prepared by the engineer for the owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;
 - c) that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the owner shall comply with the Town policy with respect to usable yard criteria;
 - d) to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
 - e) that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
23. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the subdivision agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.
24. The Owner(s) shall contribute towards the cost of supplying and installing horizontal and vertical control and certification by an Ontario Land Surveyor as part of the Town's survey monumentation program.
25. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Master Environmental Servicing Plan (MESP) for the North Leslie East Secondary Plan Area:

- a) Construction of one primary means public road access from the roads within the draft plan to Leslie Street, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - b) Construction of one secondary means of public road access from the roads within the draft plan to Leslie Street, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - c) Construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the Town) and construction of the piped water supply system to service the draft plan, all as outlined in the MESP;
 - d) Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP;
 - e) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP, together with required stormwater system outlet(s) external to the plan to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - f) Conveyance of all lands within and external to the draft plan required for municipal servicing purposes, all as outlined in the MESP.
26. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall enter into one or more agreements, satisfactory to the Town, pertaining to the provision of the community services referenced in Condition 25, which said agreement(s) shall address, among other things, credits under the *Development Charges Act* to the satisfaction of the Town.
27. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the Town under the *Development Charges Act* providing for development charges for boundary road improvements shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the Ontario Municipal Board.
28. Prior to final approval of the Plan of Subdivision or any portion thereof, the owner shall provide evidence satisfactory to the Commissioner of Planning and Regulatory Services that the Owner has executed a cost sharing agreement with other owners within the North Leslie Secondary Plan area for the provision of community services within or external to the plan.
29. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
- a) the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address storm water quantity, quality, runoff volume and erosion control;

- b) the protection of groundwater quality and quantity;
- c) the facility design, inspection, operation and maintenance procedures and associated costs;
- d) monitoring plans, programs, equipment, procedures and associated costs required to address storm water management and facility performance in accordance with the requirements of the Master Environmental Servicing Plan (MESP);
- e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, the Town of Richmond Hill Stormwater Management Design Criteria and the Master Environmental Servicing Plan. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services.

The Owner shall agree in the Subdivision Agreement:

- a) to implement the recommendations of the Stormwater Management Report;
- b) to undertake the stormwater management monitoring program specified in the Stormwater Management Report and to provide appropriate securities to carry out or cause to be carried out the monitoring program.
- c) to convey lands to the Town for the necessary stormwater management facilities without monetary consideration and free of all charges and encumbrances to the satisfaction of the Commissioner of Planning and Regulatory Services.

30. The Owner shall agree in the Subdivision Agreement:

- a) to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of Planning and Regulatory Services; and,
- b) to satisfy the facility quality and quantity performance monitoring requirements during construction and for assumption specified in the Town of Richmond Hill Stormwater Management Design Criteria;

31. The Owner shall engage the services of a certified noise consultant to complete a noise study recommending noise control features satisfactory to the Town, the Regional Transportation and Works Department and in accordance with Ministry of the Environment and Energy noise guidelines.

32. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 31, shall be implemented as approved. Prior to final approval of the Plan of Subdivision, a copy of the fully executed Subdivision Agreement shall be forwarded to the Regional Transportation and Works Department.

33. Where the noise study has determined that a noise level of between 55 dBA to 60 dBA will remain, despite the implementation of the recommendations of that study, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

34. Where the noise study has determined that noise attenuation fences will be constructed onto lots or blocks within the plan, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that where noise attenuation fences are shown on the plans attached to the Subdivision Agreement with the Town (Schedule B)", it is the requirement of the Town that such noise attenuation fences be constructed on private property and that they be maintained by the individual owner of the lot(s) or block(s) to the satisfaction of the Town."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

35. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Town that Block 345 shall not be developed or conveyed until road access and municipal services satisfactory to the Town are provided. Further, with respect to this restriction, the Owner shall provide and register restrictions under Sections 118 and 119 of the *Land Titles Act*, satisfactory to the Town.
36. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.
37. The Owner shall agree to include the following warning clause in the registered Subdivision Agreement with respect to Blocks 306 to 310, 334 to 340, Lots 1 to 9, Lots 44 to 47, Lot 92, Lots 121 to 154, Lots 267 to 273, inclusive:

"Purchasers are advised that this lot or block fronts onto or abuts a public highway designated as a minor Collector Road. Purchasers may experience heavy traffic

volumes at times which may occasionally interfere with driveway access and egress from the property."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

38. The Owner shall agree in the Subdivision Agreement to retain a qualified geotechnical engineer to provide full time resident inspection during the construction of below ground municipal services including storm sewers, sanitary sewers, watermains and stormwater management facilities. The Owner agrees that the geotechnical engineer shall monitor and provide recommendations for excavation stability with respect to the local groundwater, geologic and hydrogeologic conditions in accordance with the soils report for the plan and in accordance with the findings and recommendations of the MESP for the North Leslie East Secondary Plan area.

Policy Planning Division – Parks Planning and Natural Heritage Section

39. The Owner shall convey to the Town the maximum amount of parkland that the Town is entitled to pursuant to the provisions of the *Planning Act* and the Town's associated parkland dedication policies. Block 347 on the Draft Plan is intended to identify the approximate land area and general location of the required parkland dedication. The land area and location of Park Block 347 on the final plan approved for registration may vary slightly from that of the Draft Plan; however, it should in no circumstances be less than the area determined in accordance with the Town's in force parkland dedication policies at the time when the final plan is approved for registration.
40. The Owner shall convey to the Town Blocks 347, 348, 349, 357, 358, 359 and 363 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the Town
41. The Owner shall agree in the Subdivision Agreement to convey to a public agency Blocks 350, 351 and 352 for environmental protection purposes free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the Town.
42. Deleted.
43. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) which includes all park, open space, vista and walkway blocks and is carried out consistent with the Canadian Standards Association Standard Z768-01. Additionally, the Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 ESA, including the undertaking of a Phase II ESA and/or a remedial plan (if such work is recommended), and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the Town to rely upon it and/or the information contained therein.
44. The Owner shall not undertake any of the following works without specific permission from the Town:
 - i) Construction of permanent or temporary stormwater management facilities and/or permit any storage of construction related debris or materials in or on any park or open space blocks identified within the draft plan;

- ii) Installation of subdivision services within the parkland other than those that are required to service the park itself; and,
 - iii) Construction of temporary or permanent emergency/construction access routes through any park or open space lands other than those required to build the park itself.
45. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the Town. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.
46. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree in the subdivision agreement to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.
47. The Owner agrees that the proposed grading within the plan shall be designed to minimize grading encroachments within the Greenbelt, Open Space or Environmental Buffer lands within the plan. The owner agrees that where grading encroachments may be necessary due to design constraints and where such encroachments are acceptable to the Town, the transition slopes to match existing grade within the Greenbelt, Open Space or Environmental lands shall be designed to minimize the extent of the encroachment.
48. Prior to registration of the plan, the Owner shall submit an Environmental Management Plan to the satisfaction of the Town, which details mitigation measures associated with the heronry, service/infrastructure crossings of the Natural Heritage System and storm water management outfalls. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Environmental Management Plan, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work. In the event that construction of the first phase of development does not commence within 3 years of draft plan approval, the Owner agrees to submit a complete update to the Natural Heritage Evaluation/Environmental Impact Statement contained within the MESP and to implement the recommendations of such update as approved by the Town.
49. The Owner agrees that the limit of development in relation to the Great Blue Heron rookery (i.e., the east side of the Street 'P' right-of-way, and the north side of the Street 'B' right-of-way) a permanent setback to the Heronry is maintained that is coincident with the Greenbelt limit adjacent to Street "B". Notwithstanding the above, Street "P" shall be permitted to cross the Greenbelt. Additionally, the Owner shall agree in the Subdivision Agreement to the following:
- i) To provide fencing and buffer plantings between the north limit of development and the woodlot containing the rookery. The plant density, size and species diversity shall be as agreed between the Owner, the Town and TRCA;

- ii) That no earthworks, servicing, road construction or movement of heavy machinery, will occur within 500 m of Tree "B" as identified on Schedule "A" attached hereto during the period from March 15th through June 30th of every calendar year, or within 300 metres Tree "B" as identified on Schedule "A" attached hereto during the period from July 1st through July 31st; and,
 - iii) That during the period from March 15th through June 30th of every calendar year, there shall be a 400 m setback from Tree "B" as identified on Schedule "A" attached hereto for high noise generating house construction activities (such as framing and roofing); and that during the period from July 1st to July 31st this setback will be 300 metres.
50. Prior to the execution of the Subdivision Agreement, the Owner shall prepare and submit Landscape Plans for approval by the Town, which will provide for the following:
- i) Landscaping of boulevards and traffic circles;
 - ii) Planting, restoration and enhancement of all disturbed areas within the Vista and Open Space Blocks (348, 349, 350, 351 and 352), as recommended in the approved Environmental Impact Statement/Natural Heritage Evaluation;
 - iii) Planting, restoration and enhancement to buffer the Great Blue Heron Rookery;
 - iv) Boulevard/Street trees;
 - v) Pedestrian/trail linkages through Block 357 (from Street 'B' to Street 'G'), Block 358 (from Street 'D' to Street 'F'), and Block 359 (from Street 'F' to Street 'H') and Block 363 (from Street 'J' to Block 350);
 - vi) Entrance features;
 - vii) Landscaping of the stormwater management blocks (Blocks 353, 354 and 355); and
 - viii) Any other specific landscaping required as agreed to by the Town and the Owner.

The Owner shall agree in the Subdivision Agreement to implement the Landscape Plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

51. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
52. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading and servicing plans, which provide for:
- i) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - ii) Grading within Park Block 347 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - iii) Servicing of Park Block 347 in accordance with Town standards including 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the

property line, a storm sewer manhole within 1 metre of the property line for each drainage catchment area within the park, and a sanitary manhole within 1 metre of the property line;

- iv) Engineered fill and all backfill material used to grade Park Block 347 shall be compacted to the Town's standards, and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials;
 - v) Finished elevations of Park Block 347 that include 20 cm topsoil depth which meet and match the proposed finished grade at all property lines for all abutting land uses;
 - vi) Permanent chain link fencing consistent with Town standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,
 - vii) Temporary post and wire fencing along the perimeter of Park Block 347 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed.
53. Following completion of the grading and servicing works referred to in Condition 52 above (and prior to application of the topsoil), the Owner shall provide the Town with post-grading geotechnical soil tests as requested, and a topographic survey that meets Town requirements confirming that the grading and servicing of Park Block 347 are consistent with approved plans.
54. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 347 to Town standards. Prior to application of the topsoil to Park Block 347 the Owner will provide the Town with the results of a topsoil fertility analysis confirming that the topsoil to be applied to the park meets Town standards. Following application of the topsoil to the Park Block the Owner will provide the Town with a finished grade topographical survey consistent with Town requirements.
55. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 347 if requested to do so by the Town.
56. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 347 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
57. The Owner shall agree in the Subdivision Agreement to provide securities for all required works in the park including grading, servicing, topsoil, sodding/seeding, fencing, signage etc. The Owner understands that the Town will draw on the securities to undertake required works if the Owner fails to proceed with the park works at a reasonable speed.
58. The Owner shall agree in the Subdivision Agreement to maintain Block(s) Blocks 347, 348, 349, 350, 351, 352, 357, 358, 359 and 363 in a manner and condition acceptable to the Town until such time as the above and below ground services associated with the subdivision are assumed by the Town or such earlier time as advised in writing by the Town. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Blocks 347, 348, 349,

350, 351, 352, 357, 358, 359 and 363 until such time as the above and below ground services associated with the subdivision are assumed.

59. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
- i) that encroachments of any kind are not permitted in open space blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
 - ii) that community uses are intended for Park Block 347 and that park uses may result in increased traffic on the streets adjacent to or in the vicinity of the property. Purchasers are further advised that properties adjacent to such Blocks may be affected by noise and lighting from the park uses;
 - iii) that Blocks 353 and 354 will be used for stormwater detention purposes and may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately supervised. Neither the Owner nor the Town shall be responsible to provide any supervision on the said land of any kind and purchasers agree to release, indemnify and save harmless the Owner and Town from any and all claims arising from the use or occupation of Blocks 353 and 354, by the purchasers, their family, friends or invitees;
 - iv) that it is the intention of the Town that all or part of the stormwater management lands are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the Town from undertaking any improvements to the said lands at any further date;
 - v) that Blocks 348, 349, 350, 351, 352, 357 and 363 are intended to include public walkways and trails and that such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property and a high volume of pedestrian traffic on the walkways. Purchasers are further advised that properties adjacent to such Blocks may be affected by noise and lighting from such uses.

Heritage and Urban Design Division

60. Prior to final approval, the Owner shall submit an Architectural Control Guideline document for review and approval in accordance with the Town's Terms of Reference for Architectural Control Guidelines to the satisfaction of the Manager of Heritage and Urban Design.
61. The Owner shall agree in the Subdivision Agreement that architectural design control review will be required for all low density residential dwellings prior to the submission for building permit applications to the Town.
62. Prior to final approval, the Owner shall submit an updated and consolidated version of the Cultural Heritage Impact Assessment (CHIA) that was submitted in July 2012, prepared by Wayne Morgan, Heritage Planner, for the property known as 10961 Leslie Street (Hilts/Bawden House) to the satisfaction of the Manager of Heritage and Urban Design;

63. Prior to final approval, the Owner shall submit the following:
- a) a Conservation Plan for the rehabilitation of the Hilts/Bawden House, Block 296 as described in Section 9.2.2 of the 2012 CHIA for 10961 Leslie Street. The Conservation Plan shall include a detailed scope of work to be undertaken and an associated cost estimate for said works to the satisfaction of the Manager of Heritage and Urban Design. This work is to be completed by a qualified heritage architect and will be used as basis for a Letter of Credit that is associated with a Heritage Restoration Agreement for the Hilts/Bawden House;
 - b) a Landscape Plan for Block 296 in accordance with Section 9.2.3 of the 2012 CHIA for 10961 Leslie Street to the satisfaction of the Manager of Heritage and Urban Design; and,
 - c) a detailed Commemoration Plan as described in Section 9.2.5 of the 2012 CHIA for 10961 Leslie Street to the satisfaction of the Manager of Heritage and Urban Design.
64. Prior to final approval, the Owner shall enter into a Heritage Restoration agreement to complete and implement the works as identified in Conditions 62 and 63 above and to provide financial securities for the structures on Block 296 during development as described in Section 9.2.6 of the 2012 CHIA for 10961 Leslie Street.
65. Prior to final approval, the Owner shall submit an updated and consolidated version of the Cultural Heritage Impact Assessment (CHIA) that was submitted in July 2012, prepared by Wayne Morgan, Heritage Planner, for the property known as 11121 Leslie Street (Jane McCague House and Drive Shed) to the satisfaction of the Manager of Heritage and Urban Design.
66. Prior to final approval, the Owner shall submit the following:
- a) a Conservation Plan for the rehabilitation of Jane McCague House and Drive Shed on Block 297 as described in Section 9.2.2 of the 2012 CHIA for 11121 Leslie Street. The Conservation Plan shall include a detailed scope of work to be undertaken and an associated cost estimate for said works to the satisfaction of the Manager of Heritage and Urban Design. This work is to be completed by a qualified heritage architect and will be used as basis for a Letter of Credit that is associated with a Heritage Restoration Agreement for the Jane McCague House and Drive Shed;
 - b) a Landscape Plan for Block 297 and for the portion of Block 342 adjacent to the Markham heritage school site (11225 Leslie Street) in accordance with Section 9.2.3 of the 2012 CHIA for 11121 Leslie Street to the satisfaction of the Manager of Heritage and Urban Design; and,
 - c) a detailed Commemoration Plan addressing the heritage values of the property as described in Section 9.2.5 of the 2012 CHIA for 11121 Leslie Street to the satisfaction of the Manager of Heritage and Urban Design.
67. Prior to final approval, the Owner shall enter into a Heritage Restoration agreement to complete and implement the works as identified in Conditions 65 and 66 above and to provide financial securities for the structures on Block 297 during development as described in Section 9.2.6 of the 2012 CHIA for 11121 Leslie Street.

REGION OF YORK

Regional Planning and Development Services Department

68. Prior to final approval, adequate water supply and sewage servicing capacity shall be confirmed. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
69. The Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
70. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
71. The Owner shall agree in the Subdivision Agreement that any direct connection to a York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
72. Prior to final approval, the Owner shall agree to address all transportation related comments detailed in the York Region memorandum dated November 17, 2014 pertaining to the Transportation Management System Update – North Leslie Master Environmental Servicing Plan – Phase II, Richmond Hill dated August 2014 prepared by LEA Consulting Ltd., to the satisfaction of the Region.
73. Prior to final approval, the Owner shall agree to provide a site specific Traffic Impact Study (TIS), as well as a preliminary development phasing/implementation plan, detailing the traffic operations and infrastructure improvements including any proposed public roads on to the external regional road network to sufficiently facilitate the development as recommended in the MESP Transportation Study. The TIS shall be consistent with the MESP Transportation Study and York Region's Traffic Impact Study Guidelines for Development Applications (August, 2007).
74. Prior to final approval, the Owner shall agree to provide a communication strategy, as part of the Traffic Impact Study report or a standalone document, to communicate and notify the Region and the Town of Richmond Hill to effectively deliver the Information Packages and pre-loaded Presto Cards to the residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded Presto Cards.
75. Prior to final approval, the Owner shall agree to provide a site specific Transportation Demand Management (TDM) plan and recommendations. The TDM plan shall include a checklist to indicate the TDM measures, associated costs and the responsibilities of the applicant to implement these measures.
76. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department to implement the recommendations of the Functional Transportation Report/Plan as approved by the Corporate Services Department.

77. Prior to final approval, the Owner shall submit detailed engineering drawings, to the Corporate Services Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Corporate Services Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
78. Prior to final approval, the Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to the Corporate Services Department, Attention: Mrs. Eva Pulnicki, P.Eng.
79. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Corporate Services Department and illustrated on the Engineering Drawings.
80. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
81. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department that elevations along the streetline shall be 0.3 metres above the centreline elevations of the York Region roadway, unless otherwise specified by the Corporate Services Department.
82. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
 - a) All existing woody vegetation within the York Region road right of way,
 - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,
 - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
 - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the Subdivision Agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and the Region for Town maintenance of these features; any such

Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

83. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Corporate Services Department recommending noise attenuation features.
84. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Corporate Services Department.
85. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
86. The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."

87. Where noise attenuation features will abut a York Region Right-of-Way, the Owner shall agree in the Subdivision Agreement, in wording satisfactory to York Region's Corporate Services Department, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-of-Way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region Right-of-Ways shall not be the responsibility of York Region; and
 - d) That any landscaping provided on York Region Right-of-Way by the Owner or the area municipality for aesthetic purposes must be approved by the Corporate Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

88. Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
- a) A widening across the full frontage of the site where it abuts Leslie Street in accordance with the Minutes of Settlement dated July 18, 2012.
 - b) A 15 metre by 15 metre daylight triangle at the northeast and southeast corners of Street "A" and Leslie Street, and
 - c) A 15 metre by 15 metre daylight triangle at the northeast and southeast corners of Street "B" and Leslie Street, and
 - d) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Leslie Street and adjacent to the above noted widening(s).
89. Prior to final approval, the Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
90. Prior to final approval, York Region requires the Owner to submit to it, in accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 *Records of Site Condition Part XV.1 of the Act* (as amended), a Phase I environmental site assessment prepared and signed by a qualified professional, of the Owner's lands and more specifically of the lands to be conveyed to York Region (the "Assessment"). Based on the findings and results of the Assessment, York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must to be addressed to York Region, contain wording to the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to York Region.
91. Prior to final approval, the Owner shall certify, in wording satisfactory to the Corporate Services Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.
92. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to be responsible to decommission any existing wells on the owner's lands

in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

93. The Owner shall agree, prior to the development approval of Blocks 341, 342, 343, and 344, that direct vehicle access from these blocks to Leslie Street may be permitted, subject to the satisfaction of the Region.
94. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department that Street "A" shall be designed to intersect Leslie Street at a right angle, or on a common tangent, and shall be located directly opposite of William F. Bell Parkway.
95. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department that Street "B" shall be designed to intersect Leslie Street at a right angle, or on a common tangent.
96. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that the throat width of Street "B" shall be designed to accommodate one 5.0 metre inbound lane, a 2.0 metre centre median and two 3.5 metre outbound lanes for a distance of 60.0 metres from the widened limit of Leslie Street. No intersection or non-residential access shall be permitted on Street "B" within 60.0 metres of the widened limit of Leslie Street.
97. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that the throat width of Street "A" shall be designed to accommodate two 3.5 metre inbound lanes, a 2.0 metre median island, one 3.0 metre outbound left turn lane, one 3.5 metre outbound through lane and one 3.5 metre outbound through/right turn lane, for a distance of 60.0 metres from the widened limit of Leslie Street. No intersection or non-residential access shall be permitted on Street "A" within 60.0 metres of the widened limit of Leslie Street.
98. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that a pedestrian access to Leslie Street shall be provided from Street "A" and Street "B."
99. Prior to final approval, the intersection of Leslie Street and Street "A" shall be designed to the satisfaction of the Corporate Services Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the Corporate Services Department.
100. Prior to final approval, the intersection of Leslie Street and Street "B" shall be designed to the satisfaction of the Corporate Services Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the Corporate Services Department.
101. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right of Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
102. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department that the Owner will be responsible for determining the location of all utility

plants within York Region Right-of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

103. Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk location(s), passenger standing area(s) and shelter pad(s) to the satisfaction of York Region.
104. The Owner shall agree in the Subdivision Agreement to advise all potential purchasers of the existing and future introduction of transit services in this development. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT/Viva route maps and the Future Plan maps are available from YRT/Viva upon request.
105. The Owner shall satisfy the Regional Transportation Services Department that the services to be installed within or in conjunction with the Plan will include illumination in accordance with the local municipality's design standards along all streets which have or will have transit services, sidewalks, pedestrian access and bus stop locations.
106. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
107. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law # 2012-36.

TORONTO AND REGION CONSERVATION AUTHORITY

108. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
 - a) A detailed engineering report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan, and TRCA requirements. This report shall include:
 - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the related hydrologic studies within the approved MESP will be achieved during and post-development.
 - ii. appropriate Stormwater Management Practices (SWMPs) to be used to treat

stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources which demonstrates how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems, and the existing ecological function of the headwater drainage features to be maintained;

- iii. proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with TRCA's Erosion and Sediment Control (ESC) guidelines. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be minimized, and contingency measures within an Adaptive Management Plan;
- iv. location and description of all outlets and other facilities, grading, site alterations, development, infrastructure and watercourse alterations (on and off of the subject property), which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, with all supporting technical information;
- v. mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction.
- vi. identification and quantification of the specific measures that are being employed, and analysis that has been completed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must specifically identify, in detail, how the potential for downstream erosion associated with flows from stormwater management ponds is being managed during the construction phase while some or all of the LIDs are not in operation;
- vii. design of flow dispersal measures associated with the stormwater management outlets to reduce potential erosion and maximize potential infiltration, and the integration of a naturalized outlet channels, where applicable, to the satisfaction of the TRCA;
- viii. demonstrate how the pre-development drainage patterns are being preserved, post-development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize the potential impacts of the flow diversion on the natural systems on the subject property, in addition to any broader impacts upon the watersheds;
- ix. detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements;
- x. grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural

feature blocks or associated buffers. Should this not be feasible, any retaining wall will be subject to justification, review and approval of the TRCA;

- xi. all applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on lands owned by the TRCA, Town of Richmond Hill, or lands to be conveyed to a public agency as part of this plan of subdivision, or on environmental lands adjacent to this plan of subdivision unless otherwise approved by the TRCA;
- xii. detailed water balance and feature-based water balance reports within the EMP which identifies measures that will be implemented during construction and post-construction to demonstrate how the development meets the water budget for their site and how the proposed mitigations will not have a negative impact on the overall site water budget. The report should include, but not be limited to:
 - the integration of low impact development measures and the employment of source and conveyance controls to mimic pre-development surface and groundwater water balance to the extent possible, to the satisfaction of the TRCA;
 - maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features - including but not necessarily limited to wetlands, watercourses, woodlands;
 - provide for on-site retention of stormwater management to the satisfaction of the TRCA;
 - mitigate against any potential on-site or downstream erosion associated with the stormwater management system and maintain (not exceed) target flows to downstream wetlands and watercourses;
 - provide a suite of proposed mitigations which follow the principles of the MESP, whereby the peak flow rates, volumes, and hydroperiod of the features will be mitigated in subsequent design stages to match the existing conditions.
- xiii. provide an Adaptive Management Report and Plan that must outline a comprehensive monitoring program associated with adjacent wetlands where the pre-development catchment area is being altered through this development, and watercourses to which stormwater from this property is being discharged. This report must compile all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and provide a plan with measures to be implemented for maintaining the pre-development water balance (in accordance with the requisite water balance reports) during construction, and post-construction to the greatest extent possible. In the absence of sufficient pre-development monitoring, this report must also identify contingency measures and specific actions that may be taken within the development area to supplement and/or modify the quantity and quality of flows being directed to each impacted feature on an on-going basis, should the monitoring program identify that the pre-development conditions and/or pre-development wetland characteristics are being adversely impacted, to the satisfaction of the TRCA. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as erosion downstream of the stormwater management outlet;

- xiv. provide a comprehensive monitoring plan, including monitoring of low impact development measures, to the satisfaction of the TRCA and Town of Richmond Hill. This monitoring plan must include monitoring throughout construction and post-construction for a duration that is satisfactory to the TRCA and Town of Richmond Hill;
 - xv. provide a water balance monitoring report, which details a monitoring program to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), source and conveyance measures. And, to provide the requisite funding for the long-term monitoring of this system (3 years once the facility is operational) to the satisfaction of the TRCA and the Town through the subdivision agreement.
 - xvi. provide a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated;
 - xvii. Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit, PTTW, MNRF permit, and/or Fisheries Act review is required;
 - xviii. For areas in which the pre-development catchments of adjacent wetland features are being affected by this development, an assessment of phasing opportunities related to grading work and dewatering be undertaken, including undertaking additional continuous groundwater and surface water level monitoring of all PSW's during construction, and data to be compared against existing conditions to ensure that no groundwater impacts are observed in accordance with the MESP.
- b) A terms of reference for an Environmental Management Plan (EMP) in accordance with OPA 257, be prepared in consultation with, and to the satisfaction of the TRCA and the Town of Richmond Hill.
 - c) That the Environmental Management Plan (EMP) be approved to the satisfaction of the TRCA and the Town of Richmond Hill.

109. That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works

proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property;

110. That permission be attained from the TRCA for all proposed grading, staging or construction intrusions into TRCA buffer lands, with all required 'Permission to Enter' letters. And, where the TRCA accepts any such temporary or permanent intrusions, that a restoration and enhancement strategy be completed to the satisfaction of the TRCA, for all areas in which works associated with this subdivision may extend onto TRCA lands;
111. That where access is proposed through trail connections and/or other means into TRCA lands, that the applicant attain the concurrence of TRCA staff with these proposed access locations. Should these locations not be acceptable to TRCA staff, red-line revisions may be required to this plan in order to meet the requirements of the TRCA;
112. That the detailed design should provide stable slopes, with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas, and restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA;
113. That a robust barrier planting plan be provided for the Heronry buffer, to the satisfaction of the TRCA and the Town of Richmond Hill;
114. That the IMED is respected for all excavations and that the landowner will conduct additional borehole and monitoring well investigations prior to construction to confirm the IMED and ensure all measures for safe construction are addressed.
115. That the potential need for sub-drains within the SWM ponds will be considered based on detailed geotechnical design requirements. Should they be required, subdrains will be directed towards tributaries and wetland features in accordance with the approved EMP which addressed the Feature Based Water Balance.
116. That the location of all stormwater management ponds and associated outfalls within TRCA's regulated areas must document how the ecological impacts have been mitigated with respect to grading, the extent of the disturbed area, and the quality and quantity of stormwater conveyance to the receiving watercourses.
117. That any proposed crossings of the NHS will provide further detailed information with respect to the location and span of the crossing, and shall have regard for TRCA's Stream Crossing guidelines.
118. That all stormwater outlets and outflow channels be naturalized, be designed to incorporate TRCA's design guidelines, and be designed to provide additional enhancements to water quality, quantity control, thermal impacts mitigation, and habitat. Off-line wetlands, riparian plantings, flow dispersal measures, micro-topography creation and similar measures shall be employed where feasible to achieve these objectives;
119. That all calculations and modeling prepared for the stormwater management, erosion assessment, water balance, and floodplain assessment as part of the MESP will be confirmed and updated as

part of the subsequent detailed design stages based on updated information on land-use, building envelopes, site imperviousness, and any area where more detailed information will be provided.

120. That all calculations and modeling parameters be reviewed and accepted by TRCA staff, including those that require updating or refinement from the MESP.
121. That all buffers related to the floodlines be established based on the floodlines established from the proposed conditions. All proposed condition floodlines will be based on the updated hydraulic modeling.
122. That all utility crossings under a watercourse will be required to meet TRCA standards of a minimum of 2.0 metres between the obvert of the utility and the valley (watercourse thalweg and bank wall), and that appropriate ESCs showing construction practices and staging are provided;
123. That the Owner agree in the Subdivision Agreement, in wording acceptable to the TRCA;
 - a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, including but not limited to;
 - (ii) MESP for North Leslie East
 - (iii) Environmental Management Plan
 - (iv) Adaptive Management Plan
 - (v) Stormwater Management Plan
 - (vi) Erosion and Sediment Control Plan and Report
 - (vii) Functional Servicing Report
 - (viii) Restoration and Enhancement Plans for all Environmental Buffers
 - b) to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - c) to design and implement on-site erosion and sediment control in accordance with current TRCA standards;
 - d) to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, and until assumption by the Town of Richmond Hill in a manner satisfactory to the TRCA;
 - e) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all necessary permits and approvals from the Ministry of the Environment for PTTW, Fisheries and Oceans Canada, and the Ministry of Natural Resources and Forestry;
 - f) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, including lands abutting TRCA lands, prior to occupancy of any homes within that lot or block;
 - g) to implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property;
 - h) to design a monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration

measures on this site to the satisfaction of the TRCA;

- i) to provide for the warning clauses and information identified in TRCA's conditions;
 - j) that, where required to satisfy TRCA's conditions, development shall be phased within this Plan; and
 - k) that prior to a request for registration of any phase of this subdivision – should registration not occur within 10 years of draft approval of this plan - that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the owner update any studies, as required, to reflect current day requirements.
124. That the implementing zoning by-law recognize all natural feature and environmental buffer blocks, in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA;
125. That Open Space Blocks 350, 351 and 352 be conveyed into public ownership;
126. That the plan be red-lined revised in consultation with the TRCA with respect to regularizing the rear lot lines adjacent to Open Space Blocks 350 and 351 prior to entering into any purchase and sale agreements (specifically lots 183-197, lots 281-284, and 294-294 inclusive);
127. That prior to the development of Block 362 and/or 345, the western development limit of Block 362 shall be determined in accordance with the approved policies of North Leslie Secondary Plan and that the environmental lands determined through this process shall be conveyed into public ownership.
128. That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for lots or blocks adjacent to TRCA lands, which identifies the following:
- a) That the rear lot lines of Lots 295, 197 and 198 are adjacent to environmental protection lands, which are owned by the Toronto and Region Conservation Authority. These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and will not be actively maintained. A future trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.
 - b) That the rear lot lines of Block 296, Block 297, Block 333, Lots 173-204, Lots 278-295, Lots 30-41, and side yards of Block 332, Block 341 and Lots 44, 273, and 274 are adjacent to environmental protection lands, which are owned by the Town of Richmond Hill, and regulated by the Toronto Region Conservation Authority. These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and will not be actively maintained. A future trail may be located within all or a part of this area,

however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent lands through the subject property is not permitted. Private rear yard gates are prohibited.

129. That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for private lots or blocks on which infiltration related rear yard swales and catch basins are located which identifies the following:
 - a) That stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the owner's responsibility to clean this system and to ensure that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form.
130. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the Town of Richmond Hill. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management / LID measures are being constructed to identify the presence of such measures and to clearly identify the owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.
131. That the size and location of all proposed stormwater management blocks - to which the subject lands drain - be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
132. That the size and location of all Low Impact Development (LID) stormwater management measures associated with this development be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
133. That details be provided with respect to all proposed servicing crossings of natural features, associated buffers or adjacent areas for interim and permanent servicing, and permits pursuant to Ontario Regulation 166/06 be obtained, to the satisfaction of the TRCA.
134. That the applicant provide confirmation with respect to location and design of the proposed outlets for the stormwater management ponds, with all supporting technical studies and analysis, to the satisfaction of the TRCA and Town of Richmond Hill.
135. For SWM Ponds in which the proposed outlet is located on lands owned by the TRCA, the landowner:
 - a) must attain all necessary approvals and permissions from the TRCA (Property Division), which will include but are not limited to:

- (i) compensation for lands impacted by, directly or indirectly effected by the outlet; all easements required for the outlet in favor of the Town of Richmond Hill;
 - (ii) will also be responsible for attaining acceptance by the Town of Richmond Hill of the outlet structure, easement, and on-going maintenance of the outlet and downstream areas directly adjacent, on TRCA lands;
 - (iii) must provide a monitoring plan for the outlet and effected areas downstream until the pond has been assumed by the Town. This monitoring is to include, but is not limited to, erosion monitoring, flow volume and temperature monitoring, siltation and deposition monitoring, and monitoring of disturbance to vegetation, with the continuous monitoring data to be compiled and reported during a period to the satisfaction of the TRCA. And, that the owner commit to the funding of the implementation of the monitoring through the subdivision agreement to the satisfaction of the TRCA;
 - (iv) must provide adequate securities, in the form of a letter of credit in favor of the Town of Richmond Hill, which specifically identifies the applicant's responsibility for the ensuring performance of the proposed stormwater management infrastructure (including outlets), in accordance with the approved design and performance specifications of the design, and repair of any erosion on adjacent downstream areas, where that erosion is attributed to stormwater flows, which are (at least in part) generated by development on the subject lands;
 - (v) must provide in their Adaptive Management Report, a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as downstream erosion of the stormwater management outlet; and,
 - (vi) must make satisfactory arrangements with the TRCA with respect to mitigating any potential future liability associated with downstream erosion or impacts immediately adjacent to the stormwater pond outlet, should the stormwater management system not function to the design specifications.
136. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

YORK REGION DISTRICT SCHOOL BOARD

137. That prior to final approval, the Owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site as shown on the Draft Plan of Subdivision (Project No. 10-1921) dated May 8, 2015 and revised July 28, 2015. The public elementary school site, Block 346, shall contain not less than 2.42 hectares, (6 acres).
138. That the Owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:

- a) to grade Block 346 and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - b) to remove any buildings on Block 346;
 - c) to remove trees, as required to accommodate school layout;
 - d) to provide a Letter of Credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardstick for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
 - e) to remove stockpiled topsoil within 30 days of written notice by the Board, and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - f) to construct a black vinyl coated chain link fence, Type II 1 1/2" mesh, 1.8 metres in height, along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
 - g) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
 - h) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
 - i) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessments conducted by a qualified engineer. For an elementary school, a minimum of eight (8) boreholes shall be required and for a secondary school site, a minimum of 16 boreholes shall be required;
 - j) to provide the foregoing at no cost to the Board; and,
 - k) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
139. That the Owner shall submit to the York Region District School Board, at no cost to the Board, a report from a qualified consultant concerning:
- a) the suitability of Block 346 for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and
 - b) the availability of natural gas, electrical, water, storm sewer and sanitary sewer services.
140. That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board, that the services referred to in Condition 57 b) shall be installed to

the mid-point to the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.

141. That the Town of Richmond Hill shall submit to the York Region District School Board a certificate concerning:
 - a) the availability of a satisfactory water supply; and
 - b) an acceptable method of sewage disposal.
- 141a). That prior to final approval, the Owner shall submit to the York Region District School Board for review and approval, an initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the Town of Richmond Hill which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
142. That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
143. That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.
144. That the Subdivision Agreement include warning clauses advising the Town, property Owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.

MINISTRY OF CULTURE

145. Prior to final approval, and prior to the initiation of any grading, the Owner shall carry out an archaeological assessment of the entire area within this draft plan of subdivision and shall prepare a report which will identify significant archaeological sites to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.
146. The Owner shall agree in the subdivision agreement that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 146, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

CLEARANCE CONDITIONS:

147. Final approval for registration may be issued in phases provided that:
 - (a) all government agencies agree to registration by phases and provide clearances as required in Conditions 148 to 152 inclusive; clearances will be required for each phase

proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.

148. The Town of Richmond Hill shall advise that Conditions 1-67 inclusive and 147 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
149. The Regional Planning and Development Services Department shall advise that Conditions 68 to 107 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
150. The Toronto and Region Conservation Authority shall advise that Conditions 108 to 136 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
151. The York Region District School Board shall advise that Conditions 137 to 144 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
152. The Ministry Culture shall advise that Conditions 145 and 146 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, The Town of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Subdivision, unless approval has been sooner withdrawn, but The Town of Richmond Hill may from time to time extend the duration of the approval.