



**Hamilton**

Planning and Economic Development Department  
Planning Division

**Committee of Adjustment**

City Hall  
5<sup>th</sup> floor 71 Main Street West  
Hamilton, Ontario L8P 4Y5

Phone (905) 546-2424 ext.4221  
Fax (905) 546-4202

**PLEASE FILL OUT THE FOLLOWING PAGES AND  
RETURN TO THE CITY OF HAMILTON PLANNING  
DEPARTMENT.**

**FOR OFFICE USE ONLY.**

**APPLICATION NO.** \_\_\_\_\_ **DATE APPLICATION RECEIVED** \_\_\_\_\_

**PAID** \_\_\_\_\_ **DATE APPLICATION DEEMED COMPLETE** \_\_\_\_\_

**SECRETARY'S  
SIGNATURE** \_\_\_\_\_

**CITY OF HAMILTON  
COMMITTEE OF ADJUSTMENT  
HAMILTON, ONTARIO**

***The Planning Act***

**Application for Minor Variance or for Permission**

The undersigned hereby applies to the Committee of Adjustment for the City of Hamilton under Section 45 of the *Planning Act*, R.S.O. 1990, Chapter P.13 for relief, as described in this application, from the Zoning By-law.

1. Name of Owner Garth Trails Limited Telephone No. [REDACTED]

2.

3. Name of Agent T.Johns Consulting Group Ltd. Telephone No. \_\_\_\_\_

4.

**Note:** Unless otherwise requested all communications will be sent to the agent, if any.

5. Names and addresses of any mortgagees, holders of charges or other encumbrances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Postal Code \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Postal Code \_\_\_\_\_

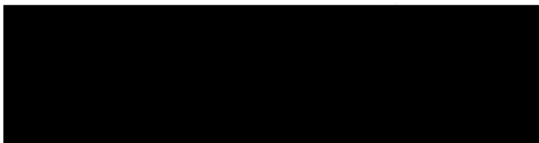
6. Nature and extent of relief applied for:  
To reduce the required front yard setback from 1.5m to 0.2m to accommodate the balcony on the front of the building.
- 
7. Why it is not possible to comply with the provisions of the By-law?  
The balcony is necessary for the residential unit as well as increasing street presence so the building addresses the street appropriately.
- 
8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):  
Part of Lot 41, Concession 3, Geographic Township of Ancaster, City of Hamilton.
- 
9. PREVIOUS USE OF PROPERTY
- Residential ☒ Industrial ☐ Commercial ☐  
Agricultural ☐ Vacant ☐  
Other
- 9.1 If Industrial or Commercial, specify use
- 9.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?  
Yes ☐ No ☐ Unknown ☒
- 9.3 Has a gas station been located on the subject land or adjacent lands at any time?  
Yes ☐ No ☒ Unknown ☐
- 9.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?  
Yes ☐ No ☒ Unknown ☐
- 9.5 Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?  
Yes ☐ No ☒ Unknown ☐
- 9.6 Have the lands or adjacent lands ever been used as an agricultural operation where cyanide products may have been used as pesticides and/or sewage sludge was applied to the lands?  
Yes ☐ No ☒ Unknown ☐
- 9.7 Have the lands or adjacent lands ever been used as a weapon firing range?  
Yes ☐ No ☒ Unknown ☐
- 9.8 Is the nearest boundary line of the application within 500 metres (1,640 feet) of the fill area of an operational/non-operational landfill or dump?  
Yes ☐ No ☒ Unknown ☐
- 9.9 If there are existing or previously existing buildings, are there any building materials remaining on site which are potentially hazardous to public health (eg. asbestos, PCB's)?  
Yes ☐ No ☒ Unknown ☐

- 9.10 Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?  
Yes \_\_\_\_\_ No ☒ Unknown \_\_\_\_\_
- 9.11 What information did you use to determine the answers to 9.1 to 9.10 above?  
Owner's knowledge.  
\_\_\_\_\_  
\_\_\_\_\_
- 9.12 If previous use of property is industrial or commercial or if YES to any of 9.2 to 9.10, a previous use inventory showing all former uses of the subject land, or if appropriate, the land adjacent to the subject land, is needed.  
  
Is the previous use inventory attached? Yes \_\_\_\_\_ No ☒

**ACKNOWLEDGEMENT CLAUSE**

I acknowledge that the City of Hamilton is not responsible for the identification and remediation of contamination on the property which is the subject of this Application – by reason of its approval to this Application.

Jan 24, 2020  
Date



Ward Campbell  
Print Name of Owner

10. Dimensions of lands affected:  
Frontage 62m  
Depth 72.72m  
Area 0.4718ha  
Width of street \_\_\_\_\_
11. Particulars of all buildings and structures on or proposed for the subject lands:  
(Specify ground floor area, gross floor area, number of stories, width, length, height, etc.)  
Existing: Vacant.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Proposed: 3 storey residential apartment building comprised of 63 dwelling units and one level of underground parking. Refer to Site Plan for further information.  
\_\_\_\_\_  
\_\_\_\_\_
12. Location of all buildings and structures on or proposed for the subject lands;  
(Specify distance from side, rear and front lot lines)  
Existing: Vacant.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Proposed: The building is proposed to be 1.5m from the front lot line, 5.8m from the rear lot line and 5.3m from the easterly side lot line and 9.4m from the westerly side lot line.  
\_\_\_\_\_  
\_\_\_\_\_

13. Date of acquisition of subject lands:  
November 2007 (143 Wilson St. W) and May 2008 (153 Wilson St. W)  
Joined in title as 153 Wilson St. in 2011.
14. Date of construction of all buildings and structures on subject lands:  
 \_\_\_\_\_  
 \_\_\_\_\_
15. Existing uses of the subject property: Vacant Residential.  
 \_\_\_\_\_  
 \_\_\_\_\_
16. Existing uses of abutting properties: Medium and High Density Residential.  
 \_\_\_\_\_  
 \_\_\_\_\_
17. Length of time the existing uses of the subject property have continued:  
 \_\_\_\_\_  
 \_\_\_\_\_
18. Municipal services available: (check the appropriate space or spaces)  
 Water ✓ Connected \_\_\_\_\_  
 Sanitary Sewer ✓ Connected \_\_\_\_\_  
 Storm Sewers ✓ \_\_\_\_\_
19. Present Official Plan/Secondary Plan provisions applying to the land:  
Urban Hamilton Official Plan: Neighbourhoods. Ancaster Wilson Street  
Secondary Plan: Medium Density Residential 2 Special Policy Area C.
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:  
Town of Ancaster Zoning By-law 87-57:  
Residential Multiple with site specific "RM6-665" Zone.
21. Has the owner previously applied for relief in respect of the subject property?  
Yes No  
 If the answer is yes, describe briefly.  
To permit a maximum height of 11.5m whereas Section 19.2(k) from Zoning  
By-law No. 87-57 permits a maximum of 10.5m.  
 \_\_\_\_\_  
 \_\_\_\_\_
22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?  
Yes Draft Plan of Condo No
23. The applicant shall attach to each copy of this application a plan showing the dimensions of the subject lands and of all abutting lands and showing the location, size and type of all buildings and structures on the subject and abutting lands, and where required by the Committee of Adjustment such plan shall be signed by an Ontario Land Surveyor.

**NOTE:** It is required that two copies of this application be filed with the secretary-treasurer of the Committee of Adjustment together with the maps referred to in Section 5 and be accompanied by the appropriate fee in cash or by cheque made payable to the City of Hamilton.

**PART 24     AFFIDAVIT OR SWORN DECLARATION**

This declaration to be sworn by a Commissioner of Oaths.

I, Terri Johns of the City of Hamilton of  
\_\_\_\_\_ in the Province of Ontario

solemnly declare that:

All of the above statements are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

**PART 26     CONSENT OF THE OWNER**

Complete the consent of the owner concerning personal information set out below.

Consent of Owner to the Disclosure of Application Information and Supporting Documentation

Application information is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13. In accordance with that Act, it is the policy of the City of Hamilton to provide public access to all *Planning Act* applications and supporting documentation submitted to the City.

I, Ward Campbell, the Owner, hereby agree and acknowledge  
(Print name of Owner)

that the information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, I hereby consent to the City of Hamilton making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

Jan 24<sup>th</sup>, 2020  
Date

**PART 27 PERMISSION TO ENTER**

Date: Jan 24th, 2020

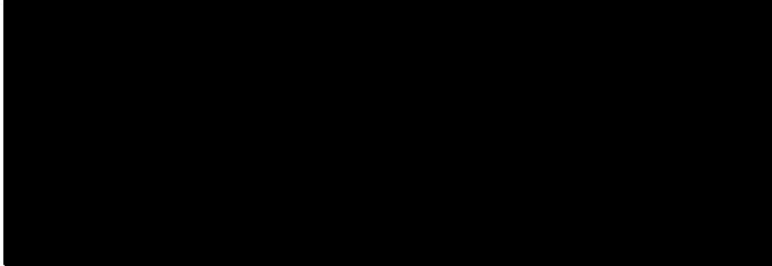
Secretary/Treasurer  
Committee of Adjustment  
City of Hamilton,  
City Hall

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 153 Wilson Street West  
(Municipal address)

I hereby authorize the members of the Committee of Adjustment and members of the staff of the City of Hamilton to enter on to the above-noted property for the limited purposes of evaluating the merits of this application.



**Note: The Committee of Adjustment requires that all properties be identified with the municipal address clearly visible from the street. Where there is no municipal address or the property is vacant then the property shall be identified in accordance with the Committee's policy included on the back of the Application Form. Failure to properly identify the subject property may result in the deferral of the application.**

**PART 28 COLLECTION OF INFORMATION**

The personal information contained on this form is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13, and will be used for the purpose of processing the application. This information will become part of the public record and will be made available to the general public. Questions about the collection of this information should be directed to the Coordinator of Business Facilitation, Planning and Economic Development Department, City of Hamilton, 1<sup>st</sup> floor, 71 Main Street West, City Hall, Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.

CITY OF HAMILTON  
COST ACKNOWLEDGEMENT AGREEMENT

This Agreement made this 24<sup>th</sup> day of January, 2020.

BETWEEN:

Garth Trails Limited

Applicant's name(s)

hereinafter referred to as the "Developer"

-and-

City of Hamilton

hereinafter referred to as the "City"

WHEREAS the Developer represents that he/she is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Developer has filed for an application for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval/minor variance.

AND WHEREAS it is a policy of the City that any City costs associated with an appeal to the Local Planning Appeal Tribunal, by a party other than the Developer, of an approval of a consent, rezoning, official plan amendment, plan of subdivision, and/or minor variance, such as, but not limited to, legal counsel costs, professional consultant costs and City staff costs, shall be paid by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by the City to the Developer, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. In this Agreement:

(a) "application" means the application(s) for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval or minor variance dated \_\_\_\_\_ with respect to the lands described in Schedule "A" hereto.

(b) "Expenses" means all expenses incurred by the City if the application is: (a) approved by the City; (b) appealed to the Local Planning Appeal Tribunal by a party other than the developer; and (c) the City appears before the Local Planning Appeal Tribunal or any other tribunal or Court in support of the application, including but not limited to: City staff time, City staff travel expenses and meals, City disbursements, legal counsel fees and disbursements and all consultant fees and disbursements including, without limiting the generality of the foregoing planning, engineering or other professional expenses

2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & Corporate Services within fifteen days of the date of the appeal of the application by a third party in the amount of 50% of the estimated expenses associated with the appeal as estimated by the City Solicitor in his sole discretion which shall be credited against the Expenses.

3. It is hereby acknowledged that if the deposit required pursuant to section 2 of this Agreement is not paid by the Developer the City shall have the option, at its sole discretion, of taking no further steps in supporting the Developer's application before the Local Planning Appeal Tribunal.

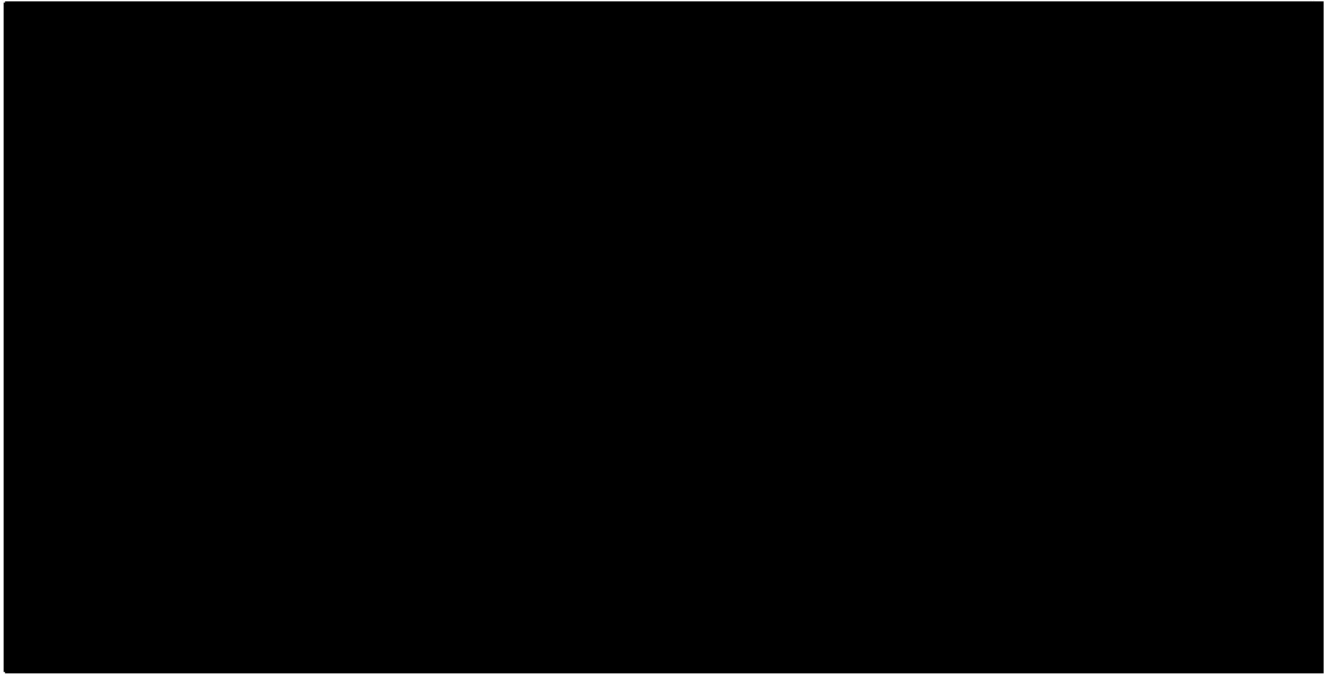


4. It is hereby acknowledged that all expenses shall be paid for by the Developer. The Developer shall reimburse the City for all expenses the City may be put to in respect of the application upon demand.
5. It is hereby acknowledged and agreed that all expenses shall be payable by the Developer whether or not the Developer is successful before the Local Planning Appeal Tribunal or any other tribunal or Court in obtaining approval for their application.
6. The City shall provide the Developer with copies of all invoices of external legal counsel or consultants included in the expenses claimed by the City.
7. The City shall provide the Developer with an accounting of all staff costs and City disbursements included in the expenses claimed by the City.
8. The City may, at any time, draw upon the funds deposited in accordance with sections 2 and 9 of this Agreement to satisfy expenses incurred pursuant to the appeal of the application.
9. In the event that the amount deposited pursuant to section 2 of this Agreement is reduced to less than 10% of the initial deposit, the City may halt all work in respect of the appeal of the application until the Developer deposits with the City a sum sufficient to increase the deposit to an amount which is equal to 100% of the expenses estimated pursuant to paragraph 2 of this Agreement and still to be incurred by the City.
10. Within 60 days of: (a) a decision being rendering in respect of the appeal or any legal proceedings resulting from the decision, whichever is later; or (b) the termination of all legal proceedings in respect of the application, the City shall prepare and submit a final account to the Developer. If there are any deposit funds remaining with the City they shall be applied against the account. Any amount owing in respect of the final account in excess of deposit funds shall be paid by the Developer within 30 days of the date of the final account. If any deposit funds are remaining after the final account has been paid they shall be returned to the developer within 30 days of the date of the final account.
11. This Agreement shall not be construed as acceptance of the application and nothing herein shall require or be deemed to require the City to approve the application.
12. This Agreement shall not stand in lieu of or prejudice the rights of the City to require such further and other agreements in respect of the application that the City may deem necessary.
13. Every term, covenant, obligation and condition in this Agreement ensures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors, trustees and assigns.
14. When the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed; and,
15. This Agreement and the schedules hereto constitute the entire agreement between the parties in respect of the subject matter contained herein and is not subject to, or in addition to, any other agreements, warranties or understandings, whether written, oral or implied. This Agreement may not be modified or amended except by instrument in writing signed by the Developer and the City, and,
16. The waiver or acquiescence by the City of any default by the Developer under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under this Agreement.
17. The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Developer's obligations hereunder have been assumed by its successor,



assignee or transferee by way of written agreement in the form set out in Schedule "B" to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.



City of Hamilton

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

Schedule "A"  
Description of Lands

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**BETWEEN**

## OF THE FIRST PART

-and-

OF THE SECOND PART

**-and-**

OF THE THIRD PART

**WHEREAS** the owner and the Municipality entered into and executed a Cost Acknowledgement Agreement dated \_\_\_\_\_.

**AND WHEREAS** Assignee has indicated that it will assume all of the Owner's duties, liabilities and responsibilities as set out in the Cost Acknowledgement Agreement.

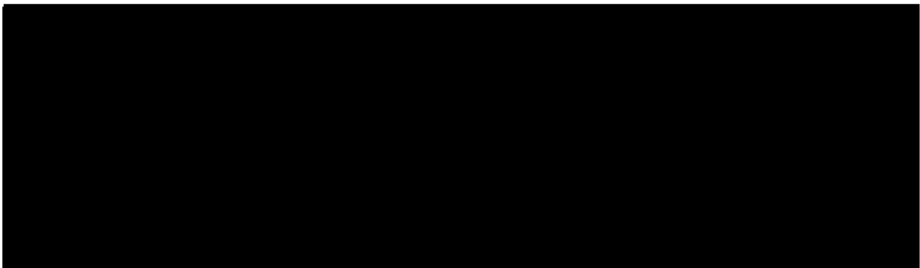
**AND WHEREAS** Council for the Municipality has consented to releasing the Owner from its duties, liabilities and responsibilities under said Cost Acknowledgement Agreement subject to the Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee the Owner and the Municipality entering into and executing an Assumption Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows.

1. The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement in place of the Owner.
2. The Municipality hereby releases the Owner from all claims and demands of any nature whatsoever against the Owner in respect of the Cost Acknowledgement Agreement. The Municipality hereby accepts the Assignee as a party to the Cost Acknowledge Agreement in substitution of the Owner, and agrees with the Assignee that the Assignee will be bound by all the terms and conditions of the Cost Acknowledgement Agreement as if the Assignee had been the original executing party in place of the Owner.
3. All of the terms, covenants, provisos and stipulations in the said Cost Acknowledgement Agreement are hereby confirmed in full force save and except for such modifications as are necessary to make said clauses applicable to the Assignee.

**IN WITNESS WHEREOF** the Parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**SIGNED, SEALED AND DELIVERED**



\_\_\_\_\_  
Assignee: c/s  
Title:  
I have authority to bind the corporation

**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk