



Hamilton

**COMMITTEE OF ADJUSTMENT**

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

Telephone (905) 546-2424, ext. 4221 Fax (905) 546-4202

E-mail: [morgan.evans@hamilton.ca](mailto:morgan.evans@hamilton.ca)

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## **NOTICE OF PUBLIC HEARING** **Minor Variance**

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**You are receiving this notice because you are either:**

- Assessed owner of a property located within 60 metres of the subject property
  - Applicant/agent on file, or
  - Person likely to be interested in this application
- 

**APPLICATION NO.:** SC/A-20:59

**APPLICANTS:** Agent SMPL Design Studio on behalf of the owners Lacey VanDerMarel and Jason Rhodes

**SUBJECT PROPERTY:** Municipal address **111 Teal Avenue (Stoney Creek) City of Hamilton**

**ZONING BY-LAW:** Zoning By-law 3692-92, as Amended

**ZONING:** "R2" (Single Residential) district

**PROPOSAL:** To permit the construction of a new two-storey single detached dwelling notwithstanding that:

1. A minimum front yard of 4.1m shall be provided instead of the minimum required 6.0m front yard setback.
2. A roofed-over unenclosed front porch shall project 3.0m into the required front yard instead of the maximum permitted projection of 1.5m.
3. A minimum southerly side yard of 1.0m shall be provided instead of the minimum required 1.25m side yard setback.

**NOTES:**

i. In the event variance #1 and #2 are granted, the roofed-over unenclosed front porch will be permitted to project 3.0m into the 4.1m required front yard setback, therefore may be as close as 1.1m from the front lot line. The location of the front porch is unclear on the submitted site plan in order to confirm zoning compliance therefore variances have been written as requested by the applicant.

ii. Please be advised that a maximum building height of 11.0m is permitted. Insufficient information has been provided to determine zoning compliance. As such, further variances may be required if compliance with this provision cannot be achieved.

This application will be heard by the Committee as shown below:

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**DATE:** Thursday, July 9th, 2020

**TIME:** 1:30 p.m.

**PLACE:** Via video link or call in (see attached sheet for details)

**To be streamed at [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)  
for viewing purposes only**

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## PUBLIC INPUT

**Written:** If you would like to submit written comments to the Committee of Adjustment you may do so via email or hardcopy. Please see attached page for complete instructions, including deadlines for submitting to be seen by the Committee.

**Orally:** If you would like to speak to this item at the hearing you may do so via video link or by calling in. Please see attached page for complete instructions, including deadlines for registering to participate.

## MORE INFORMATION

For more information on this matter, including access to drawings illustrating this request:

- Visit [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

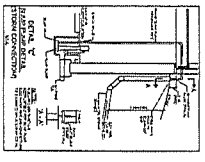
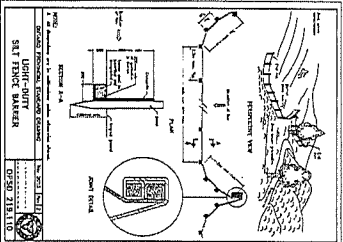
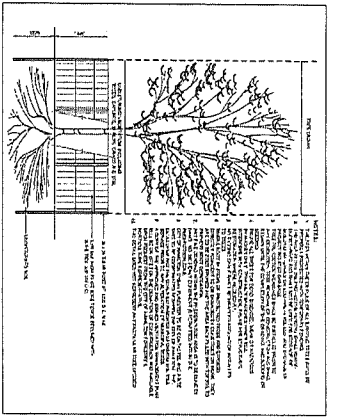
DATED: June 23rd, 2020.

*Original Signed*

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Jamila Sheffield,  
Secretary-Treasurer  
Committee of Adjustment

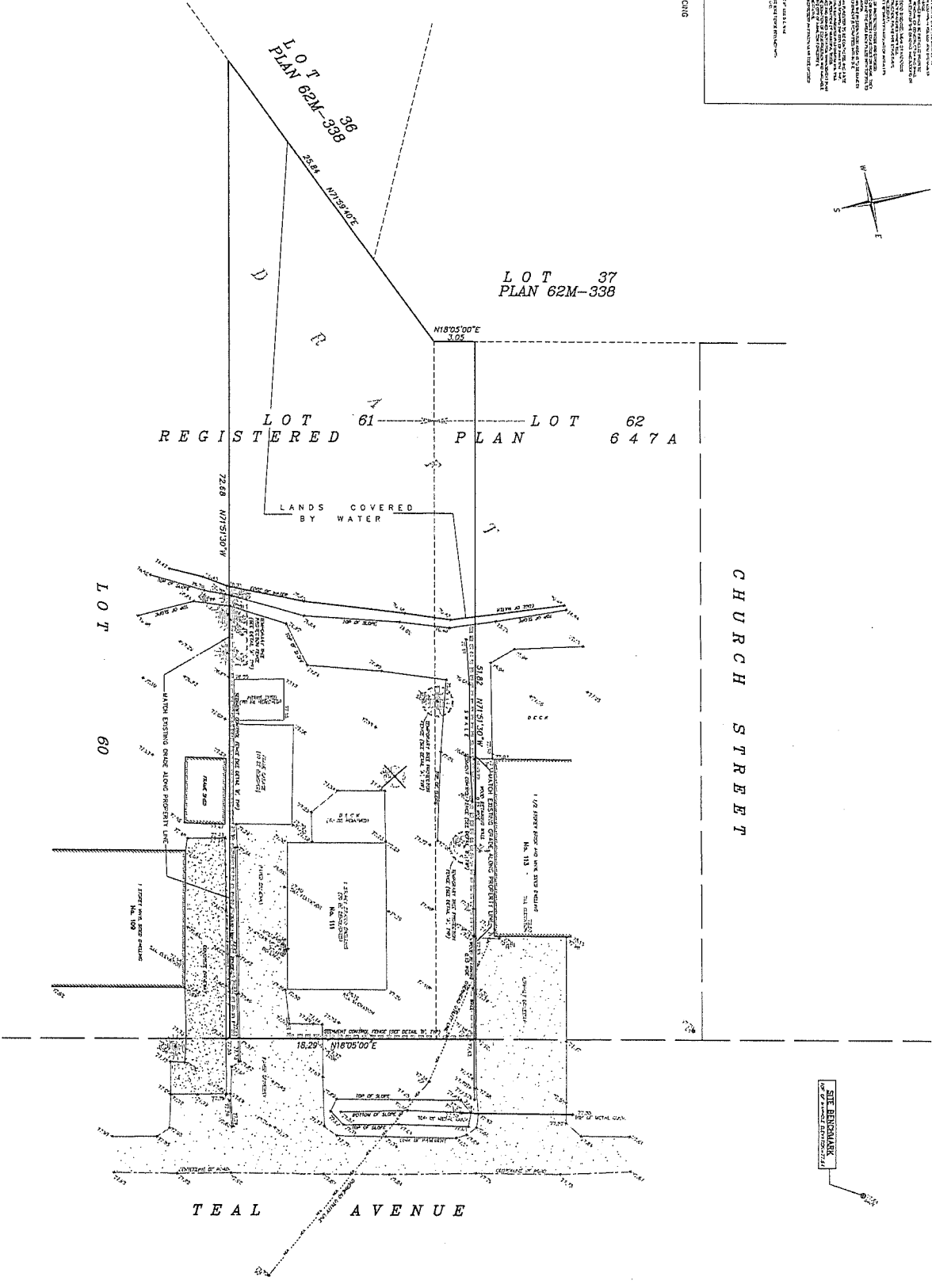
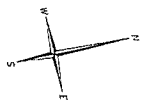
***Information respecting this application is being collected under the authority of the Planning Act, R.S.O., 1990, c. P. 13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address, and contact information of persons submitting comments and/or opinions, will become part of the public record and will be made available to the Applicant and the general public.***



**NOTE:**  
 1. The shale is to be installed in a trench 1.0m wide and 0.5m deep.  
 2. The trench is to be filled with concrete.

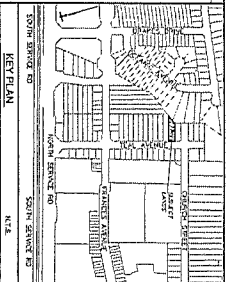
**SECTION CONTROL FENCE INSTALLATION**  
 1. The fence is to be installed around the perimeter of the site.  
 2. The fence is to be made of 1.8m high galvanized steel sheet piling.  
 3. The fence is to be installed in a trench 1.0m wide and 0.5m deep.  
 4. The trench is to be filled with concrete.

**TYPICAL SHALE CROSS-SECTION**



SC/14 20:59  
 sheet 1

**SITE BENCHMARK**  
 OF POINT 1000000000



**KEY PLAN**  
 SITE & GROUND PART OF LOT 62  
 REGISTERED PLAN 647A  
 NOW IN THE  
**CITY OF HAMILTON**  
 SCALE 1:150  
 10 METERS  
 AMIRIYAH KAKOAHAMAKO O.L.S.

**NOTE:**  
 1. The site is located in the City of Hamilton.  
 2. The site is bounded by Church Street to the east and Teal Avenue to the south.  
 3. The site is bounded by Lot 61 to the north and Lot 60 to the west.

NO.	DESCRIPTION	PROVIDED
1	1.0m x 1.0m concrete pad	1
2	1.0m x 1.0m concrete pad	1
3	1.0m x 1.0m concrete pad	1
4	1.0m x 1.0m concrete pad	1
5	1.0m x 1.0m concrete pad	1
6	1.0m x 1.0m concrete pad	1
7	1.0m x 1.0m concrete pad	1
8	1.0m x 1.0m concrete pad	1
9	1.0m x 1.0m concrete pad	1
10	1.0m x 1.0m concrete pad	1

**NOTE:**  
 (a) The site is located in the City of Hamilton.  
 (b) The site is bounded by Church Street to the east and Teal Avenue to the south.  
 (c) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (d) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (e) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (f) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (g) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (h) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (i) The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 (j) The site is bounded by Lot 61 to the north and Lot 60 to the west.

**NOTE:**  
 1. The site is located in the City of Hamilton.  
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 5. The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 6. The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 7. The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 8. The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 9. The site is bounded by Lot 61 to the north and Lot 60 to the west.  
 10. The site is bounded by Lot 61 to the north and Lot 60 to the west.

**AE**  
 J. Clark and Associates Ltd.  
 ENGINEERS - ARCHITECTS - DESIGNERS  
 22 MAIN STREET WEST, SUITE 200  
 TEL: 505-222-7761 FAX: 505-222-2288  
 email: info@aecltd.com

20.152824



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.

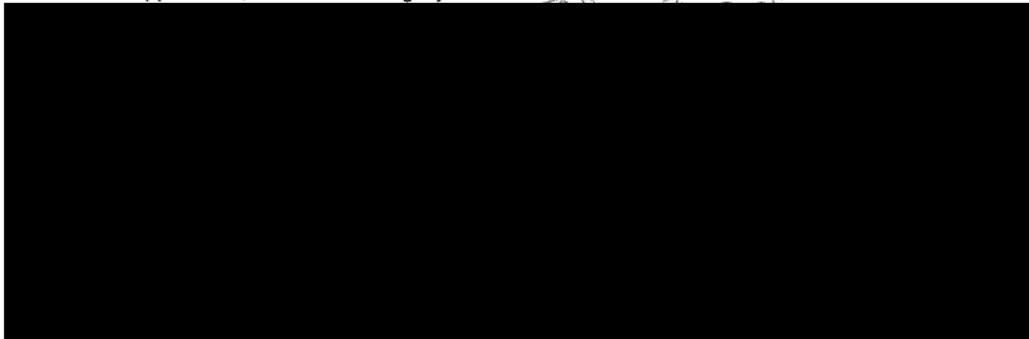
FOR OFFICE USE ONLY.	
APPLICATION NO. _____	DATE APPLICATION RECEIVED _____
PAID _____	DATE APPLICATION DEEMED COMPLETE _____
SECRETARY'S SIGNATURE _____	

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.



**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:  
FRONT YARD SETBACK - REQUIRED = 6m ; PROPOSED = 4.15m  
FRONT PORCH ENCROACHMENT - ALLOWABLE = 1.5m ; PROPOSED = 3 m  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Why it is not possible to comply with the provisions of the By-law?  
EXISTING LOT OF RECORD WITH LIMITED DEPTH AND REQUIRED  
SETBACKS FROM THE OPEN WATER AT THE REAR OF THE PROPERTY AND  
THE DESIRE TO HAVE A USEABLE BACK YARD  
 \_\_\_\_\_  
 \_\_\_\_\_
8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):  
LOT 61 AND PART OF LOT 62 - REGISTERED PLAN 647A - CITY OF HAMILTON  
111 TEAL AVENUE, STONEY CREEK  
 \_\_\_\_\_  
 \_\_\_\_\_
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 HISTORY AND AIR PHOTOS

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.

x Feb. 10, 2020.  
Date

Signature Property Owner

Print Name of Owner

10. Dimensions of lands affected:

Frontage 18.29m  
Depth 51.82m (IRREGULAR)  
Area 1107.37m<sup>2</sup>  
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: \_\_\_\_\_

1 STOREY STUCCO DWELLING

APPROX 85m<sup>2</sup>

Proposed: \_\_\_\_\_

2 STOREY SINGLE FAMILY DWELLING

APPROX. 170m<sup>2</sup>

12. Location of all buildings and structures on or proposed for the subject lands;  
(Specify distance from side, rear and front lot lines)

Existing: \_\_\_\_\_

FRONT YARD = 3.6m

REAR YARD = 36.6m

SIDE YARDS = 6.6m / 4.2m

Proposed: \_\_\_\_\_

FRONT YARD = 4.155m

REAR YARD = 46.10m

SIDE YARDS = 1.25m / 1m

13. Date of acquisition of subject lands:  
JUNE 2013
14. Date of construction of all buildings and structures on subject lands:  
1960'S
15. Existing uses of the subject property: \_\_\_\_\_  
RESIDENTIAL - SINGLE FAMILY
16. Existing uses of abutting properties: \_\_\_\_\_  
RESIDENTIAL - SINGLE FAMILY
17. Length of time the existing uses of the subject property have continued:  
60+ years
18. Municipal services available: (check the appropriate space or spaces)  
 Water X \_\_\_\_\_ Connected X \_\_\_\_\_  
 Sanitary Sewer X \_\_\_\_\_ Connected X \_\_\_\_\_  
 Storm Sewers X \_\_\_\_\_
19. Present Official Plan/Secondary Plan provisions applying to the land:  
NEIGHBOURHOODS
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:  
R2 (STONE CREEK)
21. Has the owner previously applied for relief in respect of the subject property?  
 Yes  No
- If the answer is yes, describe briefly.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?  
 Yes  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.

[Redacted] of the City of Burlington 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.

Declared before me at the  
at the City of Hamilton  
in the Province  
of Ontario  
this 12<sup>th</sup> day of February, A.D. 2020

[Redacted]  
Applicant

[Signature]  
A Commissioner, etc. **KATRINA JAMILA SHEFFIELD,**  
a Commissioner, etc., Province of  
Ontario, for the City of Hamilton.  
Expires [Redacted]

**PART 25 OWNERS AUTHORIZATION**

As of the date of this application, I (NAME) X [Redacted]  
registered Owner of the lands described in this application, and I have examined the  
contents of this application and hereby certify that the information submitted with the  
application is correct insofar as I have knowledge of these facts, and I hereby authorize:  
LINDSEY BRUCE AND/OR JOEL TANNER of SMPL DESIGN STUDIO

to act as my agent in this matter and to provide any of my personal information that will be  
included in this application or collected during the processing of the application.

DATE X Feb. 10 2020. SIGNED [Redacted]

**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.

[Redacted], 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.

X Feb. 10 2020.  
Date [Redacted]  
Signature of Owner [Redacted]



**PART 27 PERMISSION TO ENTER**

Date: <sup>X</sup> Feb. 10 2020.

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 111 TEAL AVENUE, STONEY CREEK

(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.

[Redacted Signature]

Signature of Authorized Agent

[Redacted Name]

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

\_\_\_\_\_  
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 rendered 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.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Per:  
I have authority to bind the corporation.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Per:  
I have authority to bind the corporation

DATED at Hamilton, Ontario this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Hamilton

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

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

Schedule "A"  
Description of Lands

**SCHEDULE "B"**  
**FORM OF ASSUMPTION AGREEMENT**

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

**BETWEEN**

\_\_\_\_\_  
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

  
(hereinafter called the "Assignee")

-and-

OF THE SECOND PART

CITY OF HAMILTON  
(hereinafter called the "Municipality")

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 Acknowledgement 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**

\_\_\_\_\_ c/s

Owner:

Title:

I have authority to bind the corporation



\_\_\_\_\_ c/s

Title:

I have authority to bind the corporation

**CITY OF HAMILTON**

\_\_\_\_\_  
Mayor

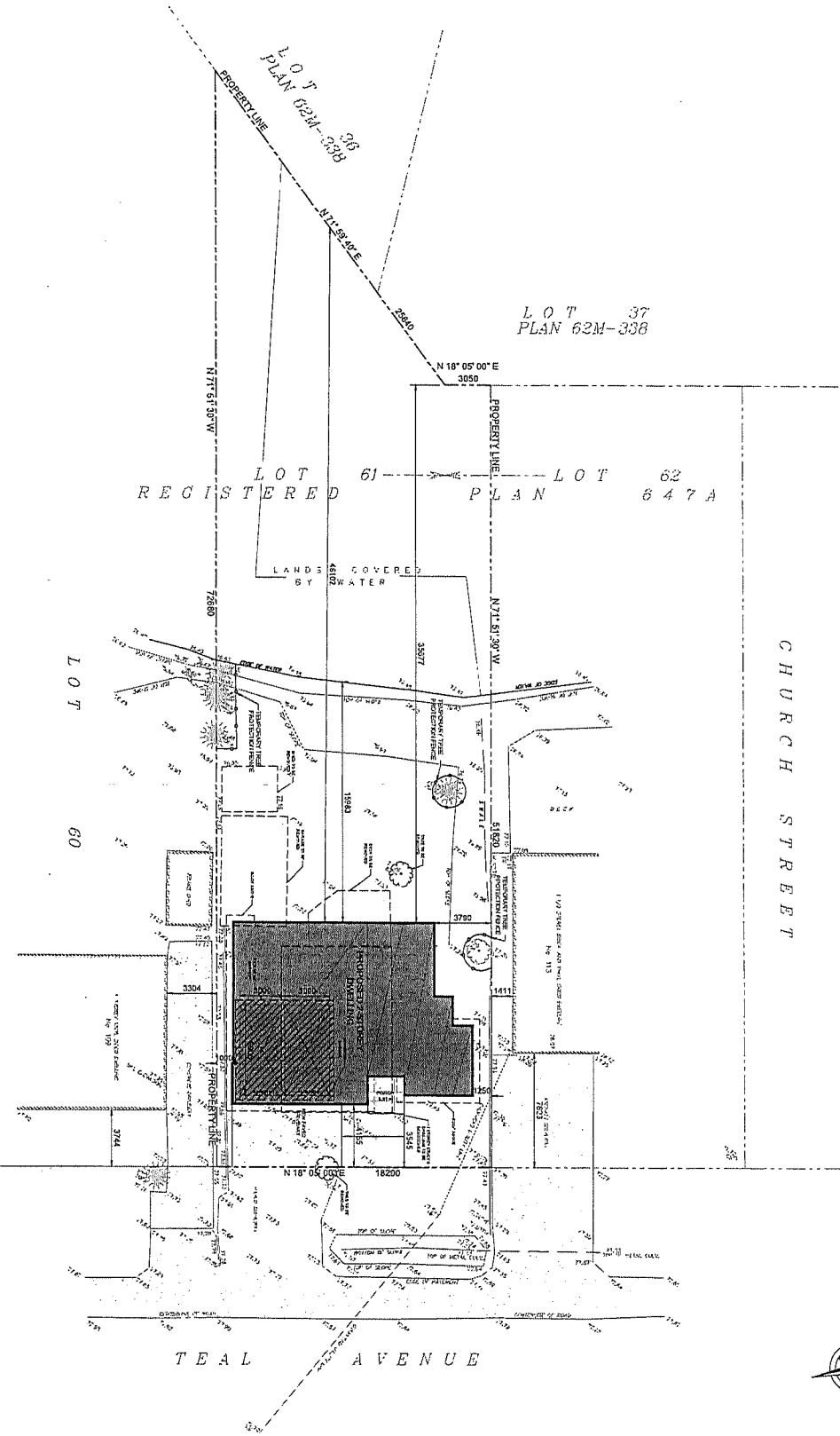
\_\_\_\_\_  
Clerk

**LOT STATISTICS**

111 Teal Avenue, Stoney Creek  
Zoned R2 (Stoney Creek 3892-92)  
Lot Area: 1107.37m<sup>2</sup>  
Front Yard: Required: 6m, Proposed: 4.15 (VARIANCE)  
Rear Yard: Required: 7.5m, Proposed: 15.99m (OK)  
Side Yards: Required: 1m / 1.25m (with attached garage), Proposed: 1m / 1.25m (OK)  
Eave Encroachments (Side Yard): Allowable: 0.5m, Proposed: 0.5m (OK)  
Parking Spaced: Required: 2, Proposed: 2 (OK)  
Lot Coverage: Allowable: 40% (442.94m<sup>2</sup>); Proposed: 15.23% (169.27 m<sup>2</sup>) (OK)

- NEW ADDITION
- EXISTING
- PORCH/PATIO
- DRIVEWAY
- DECK

**NOTE:**  
ALL DIMENSIONS SHOWN  
IN MILLIMETERS UNLESS  
NOTED OTHERWISE



sc/A 20:59  
SK/LL 2

111 Teal Ave  
Stoney Creek, Ontario

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**DO NOT SCALE DRAWINGS**

Note: Contractor to check all dimensions, quantities, references and details for accuracy and consistency to the project prior to construction.

1. This plan is a preliminary design and is not intended to be used for construction without the written approval of the designer.

2. All dimensions are in millimeters unless otherwise noted.

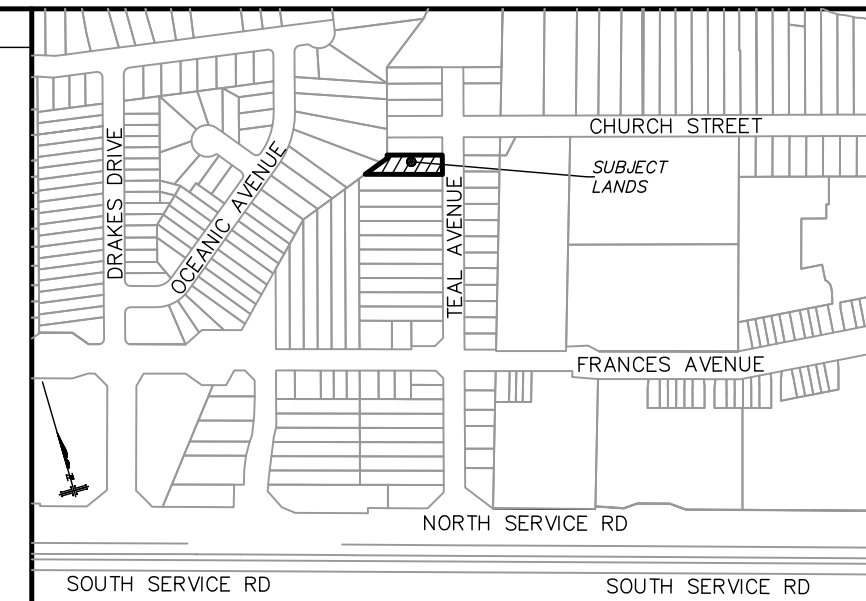
Drawing Submittal:	Type
Jan. 09, 2020	Construction Site Plan
Feb. 10, 2020	Concepts
Feb. 12, 2020	Major Variance

Reviewed By: JT  
Drawn By: SS, MA  
Pld. Date:

Page  
**SP1.01**

Site Plan





KEY PLAN N.T.S.

SITE & GRADING PLAN
LOT 61 AND PART OF LOT 62
REGISTERED PLAN 647A
NOW IN THE
CITY OF HAMILTON
SCALE 1:150
ATHITHITHAN KANAGANAYAGAM O.L.S.

Caution:
This is not a plan of survey and shall not be used except for the purpose indicated in the title block.

BENCH MARK
CITY OF HAMILTON
MONUMENT No. 07720100036
MONUMENT IS LOCATED AT THE EAST SIDE OF MAHONY PARK, 90m NORTH OF THE CENTERLINE OF BARTON STREET EAST, 15m NORTH OF THE CENTERLINE OF GOGGIN AVENUE AND 10m WEST OF THE CENTERLINE OF ADELINA AVENUE.
ELEVATION= 86.893m

NOTE:
The builder is to verify the location and grade of all sewer and water services prior to setting 1/2 footings elevation.

NOTE:
The builder is to verify the location of all street hardware and utilities prior to construction. Driveways and/or driveway approaches shall be located such that hydro vaults and other street furniture are minimum 1.2 metres from the projections of the outside garage walls unless otherwise detailed on the lot grading plan.

SUMP PUMPS
Sump pump with check valve one to be installed in dwelling to pump weeping tiles to the storm private drain. The sump outlet pipe shall extend a minimum of 150mm above the proposed grade at the dwelling (basement ceiling) prior to discharging to the storm private drain. See Detail 'C'.

RAINWATER LEADERS
All rainwater leaders shall discharge onto splash pads and then to grassed or landscaped areas a minimum of 0.6m from the building face.

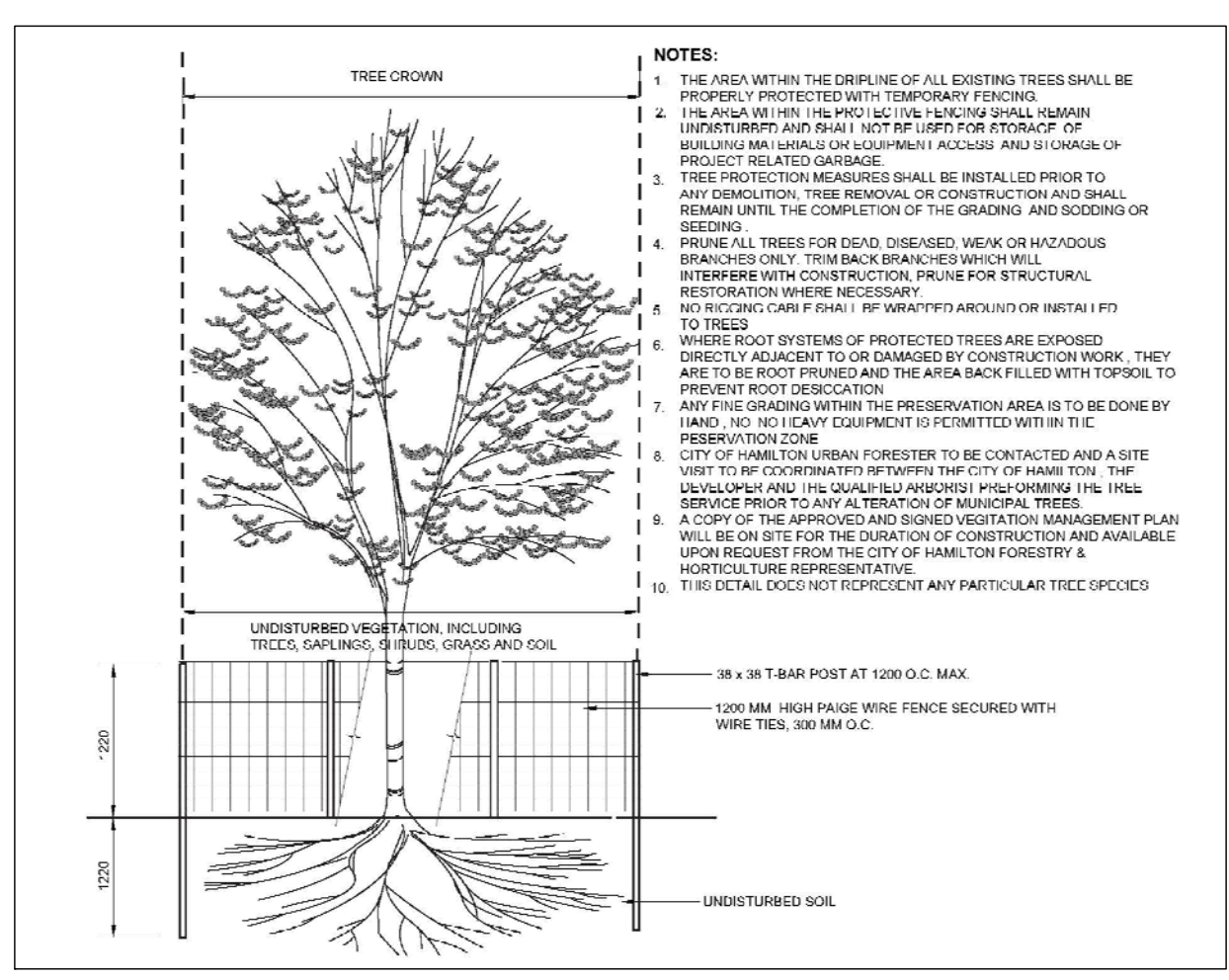
Table with 3 columns: MIN. LOT AREA, MIN. LOT FRONTAGE, MIN. FRONT YARD, MIN. REAR YARD, MAX. LOT COVERAGE, MAX. BUILDING HEIGHT, MIN. PARKING. It compares REQUIRED and PROPOSED values for zoning.

NOTE:
(a) THE ELEVATIONS SHOWN ON THIS PLAN WERE OBTAINED BY ACTUAL FIELD SURVEY BY A. J. CLARKE & ASSOCIATES LTD. ON JANUARY 14, 2020. THE BOUNDARIES SHOWN ON THIS SKETCH ARE COMPILED FROM REGISTERED PLAN 647A.
(b) METRIC: DISTANCES AND ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
(c) SUMP PUMP REQUIRED TO PUMP WEEPING TILE TO STORM PRIVATE DRAIN.

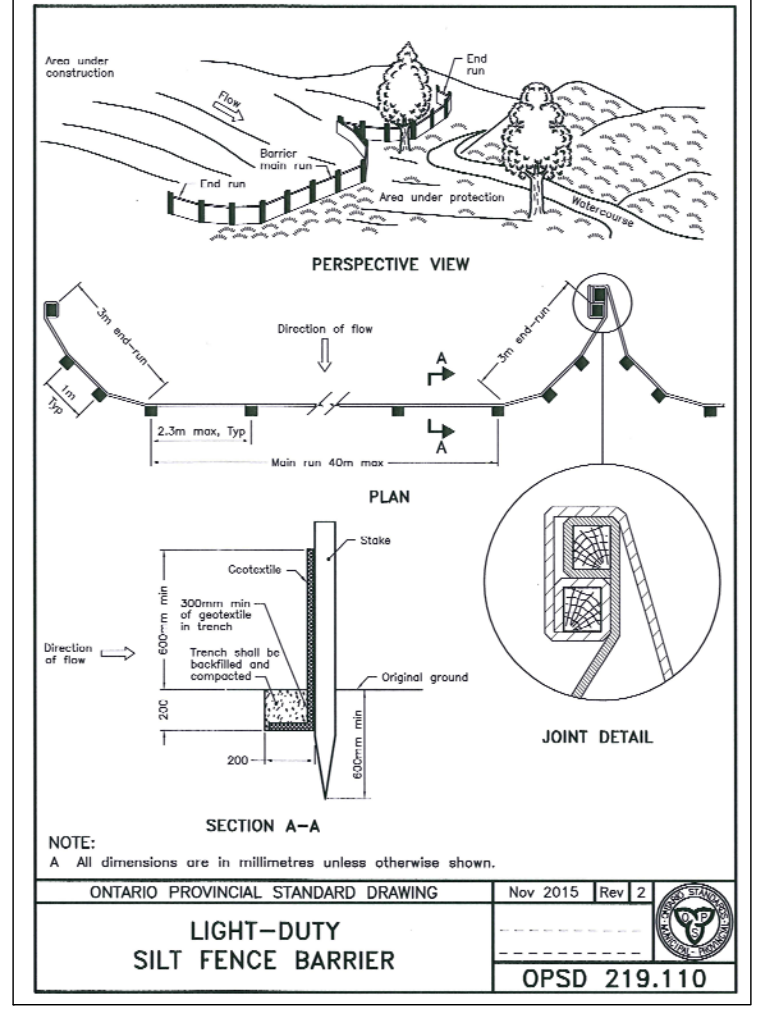
- LEGEND:
EXISTING GROUND ELEVATION
PROPOSED FINISHED GROUND ELEVATION
PROPOSED SWALE INVERT ELEVATION
PROPOSED DIRECTION OF SURFACE DRAINAGE FLOW
DENOTES DOWNSPOUT
DENOTES ENTRANCE DOOR LOCATION
DENOTES GARAGE DOOR LOCATION
DENOTES SHEET FLOW DIRECTION
DENOTES HORNBUNT
DENOTES LIGHT STANDARD
DENOTES UTILITY POLE
DENOTES 400mm DIA. TREE
DENOTES WATER VALVE
DENOTES CATCH BASIN
DENOTES TEMPORARY TREE PROTECTION FENCE (SEE DETAIL 'A')
DENOTES SEDIMENT CONTROL FENCE (SEE DETAIL 'B')
DENOTES TREE TO BE REMOVED

NOTE:
PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE LOCATION OF GASMAINS, TV CABLES, HYDRO AND TELEPHONE DUCTS, SANITARY, WATER AND STORM SERVICES AND DETERMINE IF A PROPOSED SANITARY PRIVATE DRAIN WITH A MINIMUM SLOPE OF 2% AND BY A FLOW OF GRAVITY CAN BE INSTALLED FROM THE PROPOSED DWELLING (WITH A DESIGN ELEVATION OF 185.10m FOR THE UNDERSIDE OF FOOTINGS) AND CONNECTED TO THE EXISTING SANITARY LATERAL AT STREET LINE.

JANUARY 20, 2020
DATE
A.J. Clarke and Associates Ltd.
SURVEYORS • PLANNERS • ENGINEERS
25 MAIN STREET WEST, SUITE 300
HAMILTON, ONTARIO, L8P 1H1
TEL. 905-528-8761 FAX 905-528-2289
email: ajc@ajclarke.com

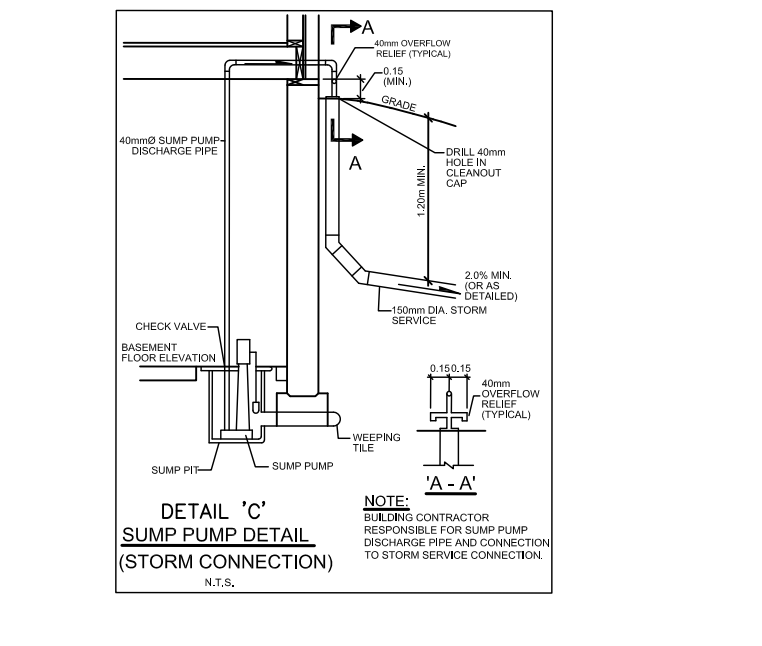


DETAIL 'A' TEMPORARY TREE PROTECTION FENCING

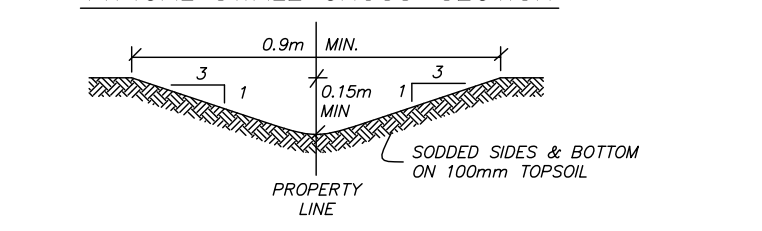


DETAIL 'B' SEDIMENT CONTROL FENCE INSTALLATION EROSION AND SILTATION CONTROL

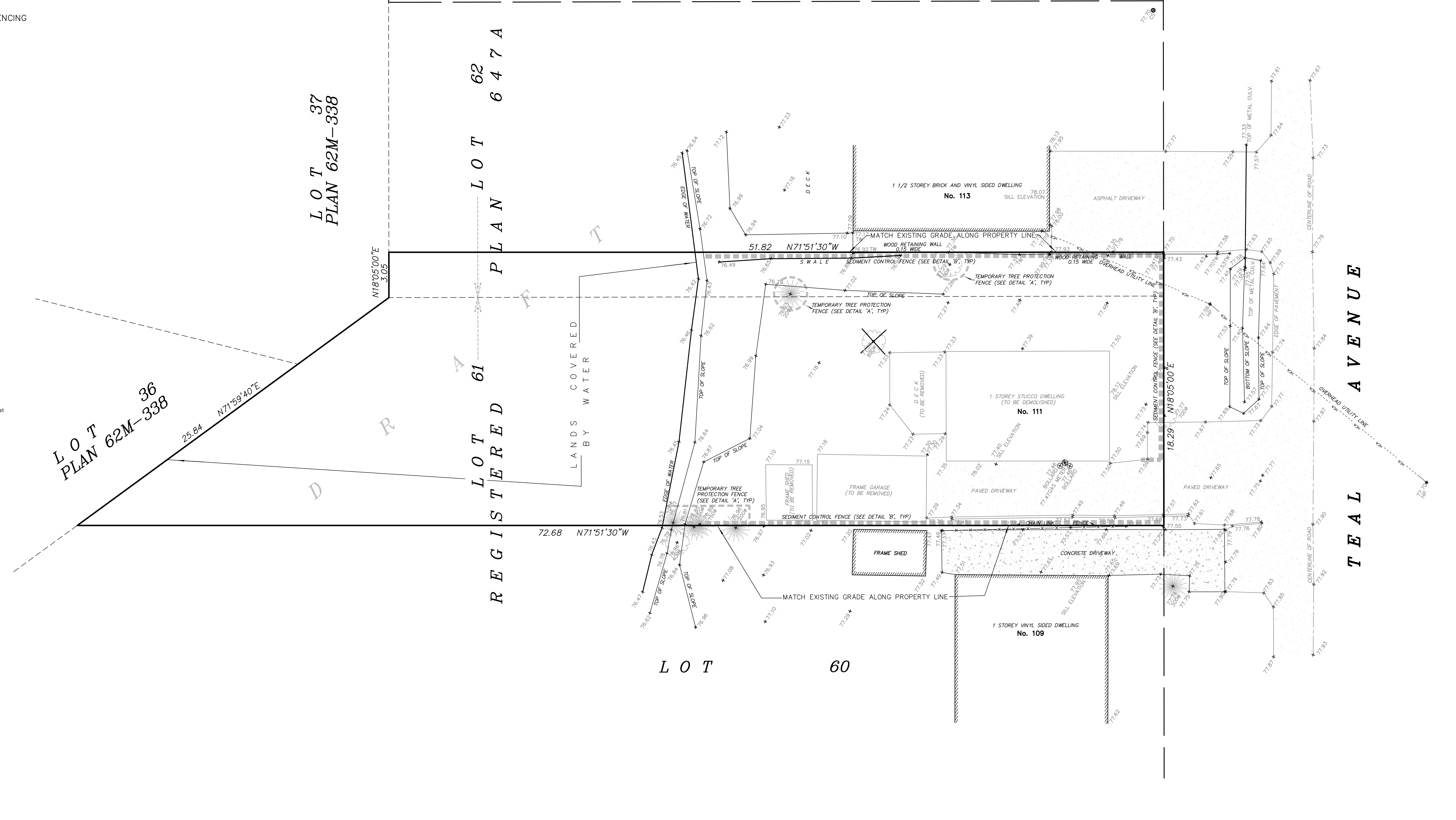
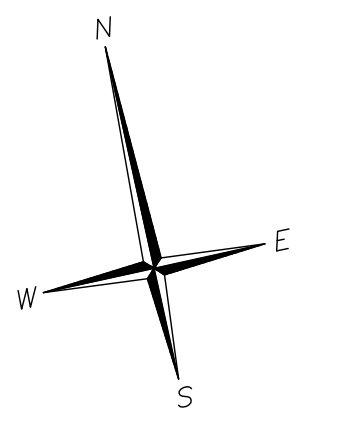
- a) Install all erosion and sediment control measures approved by the City of Hamilton, prior to development, and maintain such measures throughout the construction process, until all disturbed areas have been re-vegetated; and,
b) Inspect and maintain all erosion and sediment control measures after each rainfall to the satisfaction of the City and maintain a diary for review upon request by the City; and,
c) Provide suitable temporary mulch and seed cover within seven (7) days of the completion of a particular phase of construction for any disturbed areas not scheduled for further construction within forty-five (45) days; and,
d) Re-vegetate all disturbed areas with permanent cover immediately following completion of construction.
e) Additional site control locations may be required as determined by the City of Hamilton.



DETAIL 'C' SUMP PUMP DETAIL (STORM CONNECTION)



NOTE:
Swales to be placed in a manner to meander around trees where grades permit to reduce impact on adjacent trees



**LOT STATISTICS**

111 Teal Avenue, Stoney Creek  
 Zoned R2 (Stoney Creek 3692-92)  
 Lot Area: 1107.37m<sup>2</sup>

Front Yard: Required: 6m; Proposed: 4.15 (VARIANCE)  
 Rear Yard: Required: 7.5m; Proposed: 15.98m (OK)  
 Side Yards: Required 1m / 1.25m (with attached garage); Proposed: 1m / 125m (OK)  
 Eave Encroachments (Side Yard): Allowable: 0.5m; Proposed: 0.5m (OK)  
 Parking Spaced: Required: 2; Proposed: 2 (OK)  
 Lot Coverage: Allowable: 40% (442.94m<sup>2</sup>); Proposed: 15.29% (169.27 m<sup>2</sup>) (OK)

	NEW ADDITION
	EXISTING
	PORCH/ PATIO
	DRIVEWAY
	DECK

**NOTE:**  
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 IN MILLIMETERS UNLESS  
 NOTED OTHERWISE

**DO NOT SCALE DRAWINGS**

Note:  
 1) Contractor to check all dimensions, specifications, ect on site and shall be responsible for reporting any discrepancy to the engineer and/ or designer.  
 2) These plans are to remain and the property of the designer and must be returned upon request. These plans must not be used in any other location without the written approval of the designer.  
 3) All works to be in accordance with the Ontario Building Code.

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Drawing Submissions:

Date:	Type:
Jan, 09, 2020	Conservation site plan
Feb, 10, 2020	Concepts
Feb, 12, 2020	Minor Variance

111 Teal Ave  
 Stoney Creek, Ontario

Reviewed By JT  
 Drawn By SS, HA  
 Plot Date

Page  
**SP1.01**

Site Plan

