



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, 3935 Fax (905) 546-4202  
E-mail: [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

**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.:** FL/A-20:136

**APPLICANTS:** Camshel Holdings Ltd., on behalf of the owner Adwin Jansen

**SUBJECT PROPERTY:** Municipal address **136 Rockcliffe Rd., Flamborough**

**ZONING BY-LAW:** Zoning By-law 90-145-Z, as Amended

**ZONING:** "R1-6" (Urban Residential (Single Detached) Zone

**PROPOSAL:** To permit the construction of a one storey single detached dwelling with attached garage upon demolition of the existing single detached dwelling and associated accessory structure, notwithstanding,

1. A maximum lot coverage of 21.7% shall be permitted instead of the maximum permitted lot coverage of 15%; and,

2. A maximum floor area of 229 square metres shall be permitted for the proposed single detached dwelling instead of the maximum permitted floor area of 186 square metres permitted for a one (1) storey single detached dwelling.

**NOTES:**

1. Details regarding the proposed building height have not been provided. A further variance will be required if the proposed building height, provided in accordance with the definition of Height and Grade as defined within the Zoning By-law, exceeds 8.2 metres.

2. A Basement defined as that portion of a building between two floor levels which is partly below ground level and is at least 50 percent above ground relative to the average finished grade adjacent to the exterior walls of the building is included in the total gross floor area calculation, whereas a Cellar defined as that portion of a building between two floor levels which is partly or wholly below ground level and which is more than 50 percent below ground relative to the average finished grade adjacent to the exterior walls of the building is not included in the total gross floor area calculation. A further variance will be required should Basement be proposed.

3. The minimum front yard setback has no been provided from the closest part of the proposed building to the front lot line. A further variance will be required if the minimum required front yard of 7.5 metres is not provided.

4. A further variance will be required if all portions of the lot which is not occupied by buildings, structures, parking areas and driveways are not provided and maintained as landscaped open space.

5. A further variance will be required if a minimum of 50% of the front yard is not provided as landscaped open space.

6. A further variance will be required if a minimum of one (1) parking space with an unobstructed area measuring 2.6 metres in width by 5.8 metres in length is not provided within the attached garage.

7. A further variance will be required if the driveway area of not provided and maintained with a stable surface which is treated in a manner to prevent the raising of dust or loose particles which is drained in a manner to prevent the pooling of surface water or the flow of surface water to adjacent lots.

8. A further variance will be required if the eave and gutter encroach greater than 0.65 metres into any required yard.

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

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**DATE:** Thursday, August 27th, 2020  
**TIME:** 1:15 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:

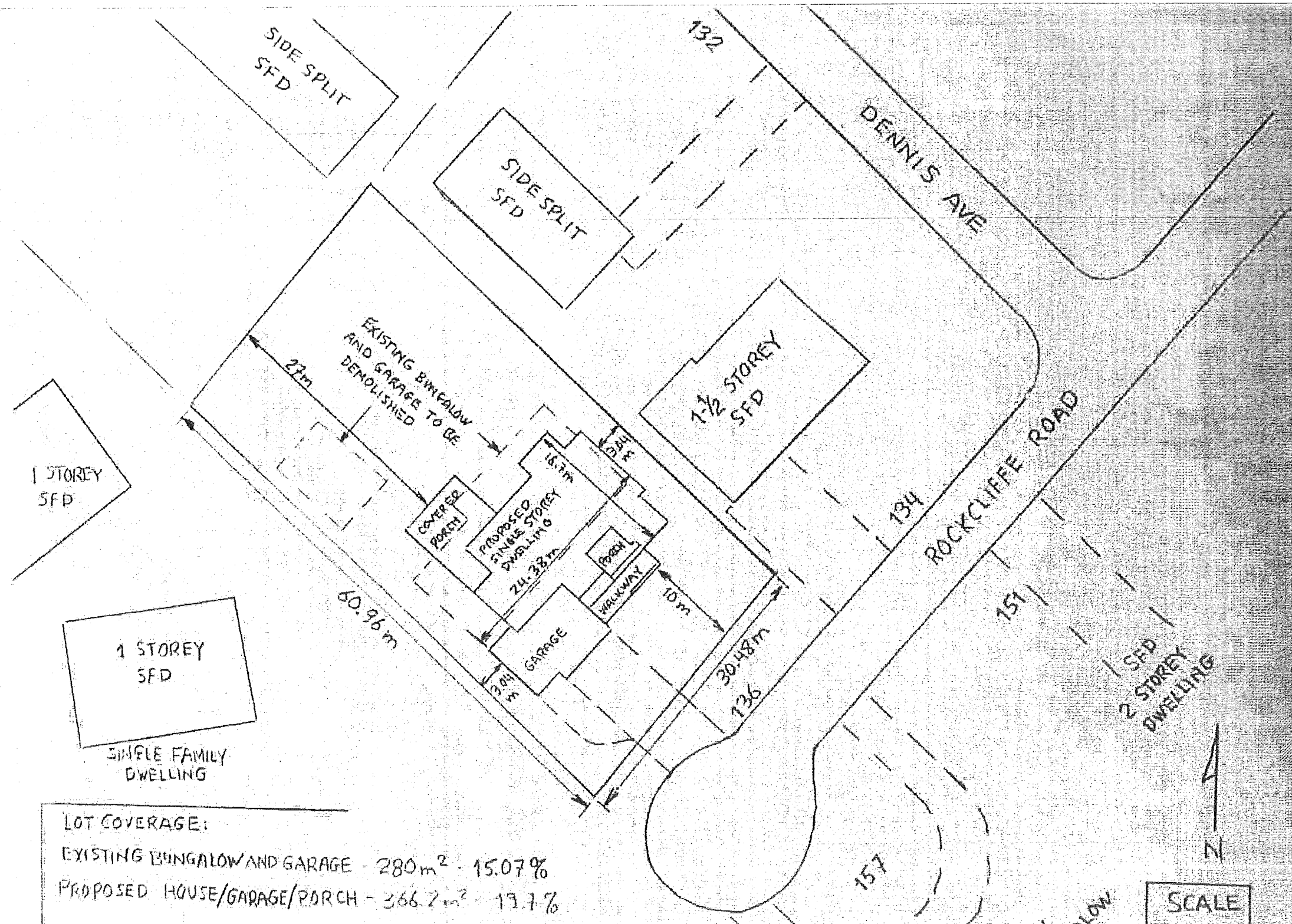
- Visit [www.hamilton.ca/committeeofadjustment](http://www.hamilton.ca/committeeofadjustment)
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at [cofa@hamilton.ca](mailto:cofa@hamilton.ca)

DATED: August 11th, 2020.

  
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.***

Schedule "A"	Description of Lands
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LOT COVERAGE:

EXISTING BUNGALOW AND GARAGE - 280m<sup>2</sup> - 15.07%

PROPOSED HOUSE/GARAGE/PORCH - 366.2 m<sup>2</sup> - 13.7%

SCALE



**Hamilton**

Planning and Economic Development Department  
Planning Division

Committee of Adjustment  
City Hall  
5th 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.

RECEIVED

JUN 30 2020

COM. OF ADJUSTMT

FOR OFFICE USE ONLY.

APPLICATION NO. FL/20-136 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, for \_\_\_\_\_

1. Name of Owner \_\_\_\_\_

FAX NO. \_\_\_\_\_

2. Address \_\_\_\_\_

3. Name of Applicant \_\_\_\_\_

FAX NO. \_\_\_\_\_

4. Address \_\_\_\_\_

Note:

Unless otherwise requested in communication with the  
agent, if any.

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

nil

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

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

6. Nature and extent of relief applied for:

Minimum floor area of 186 m<sup>2</sup> for single storey dwelling  
(Requesting 229 m<sup>2</sup>)

Maximum coverage 15%

(Requesting 19.7% incl deck/garage)  
+ 2% depending on methodology

7. Why it is not possible to comply with the provisions of the By-law?

1) Requesting floor plan of 229 m<sup>2</sup>

To accommodate Main Floor Master Bedroom and en-suite

2) Coverage of 19.7% to accommodate design of single storey house, and 3<sup>rd</sup> garage for storage

8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):

Lt 42, PL 777, Flamborough, City of Hamilton

(136 Rockcliffe Road, Waterdown)

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?

Discussions with neighbours to 136, previous owner,  
surveyor (AT McLaren) real estate agents, and  
excavation company

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.

Canshel Holdings Ltd

Date May 27, 2020

[Signature]  
Signature of Property Owner  
Casper Barnes, President

Print Name of Owner

10. Dimensions of lands affected:

Frontage	<u>30.48 m</u>
Depth	<u>60.96 m</u>
Area	<u>1858 m<sup>2</sup></u>
Width of street	<u>20.11 m</u>

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: S.F.D - Bungalow with detached garage/shed  
House : 213.67 m<sup>2</sup> (21.33m X 10.05m X 4.87m) (W-D-H)  
Garage : 66.89 m<sup>2</sup> (7.3m X 9.14m X 3.65m)  
Total = 280.56 m<sup>2</sup> = 15.07% Lot Coverage

Proposed: Single Family Dwelling with attached garage  
1) House : 228.6 m<sup>2</sup> } Overall = (24.38m X 19.66m X 6.7m)  
2) Garage : 79.8 m<sup>2</sup> }  
3) Covered Porch & Veranda : 57.6 m<sup>2</sup> Total = 366.2 m<sup>2</sup>  
= 19.7 % lot coverage

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

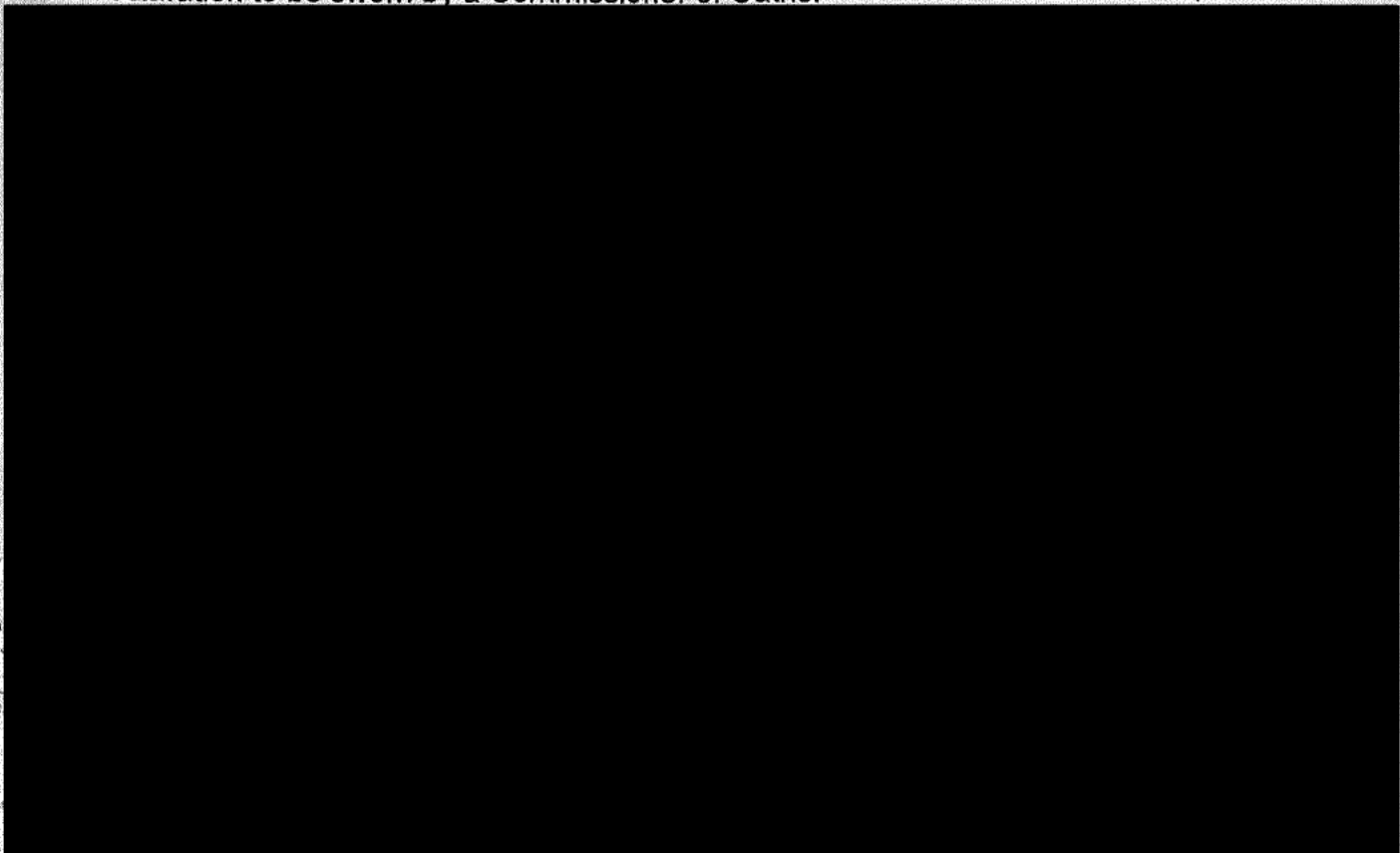
Existing: House : front = (18.6m) East side = (4.76m)  
Rear = (30.4m) West side = (4.05m)  
Garage : front = (39.6m) East side = (19.8m)  
Rear = (12.2m) West side = (2.1m)  
Proposed: Front : = (10m) East side = (3.04m)  
Rear : = (31m) House West side = (3.04m)  
(27m) Porch

13. Date of acquisition of subject lands: July 31 2020
14. Date of construction of all buildings and structures on subject lands: 1955
15. Existing uses of the subject property: Residential; single family bungalow and detached garage
16. Existing uses of abutting properties: Residential; all single family dwellings; 1-1½ storey
17. Length of time the existing uses of the subject property have continued: 65+ years
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: Residential
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land: R1-6
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.



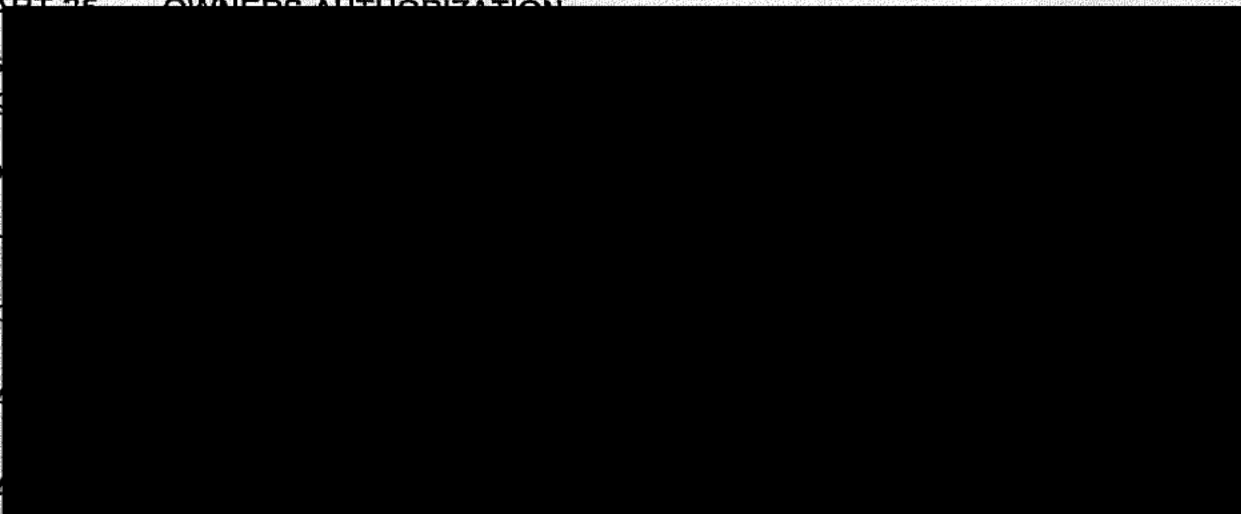
**PART 25 OWNERS AUTHORIZATION**

As  
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to  
inc

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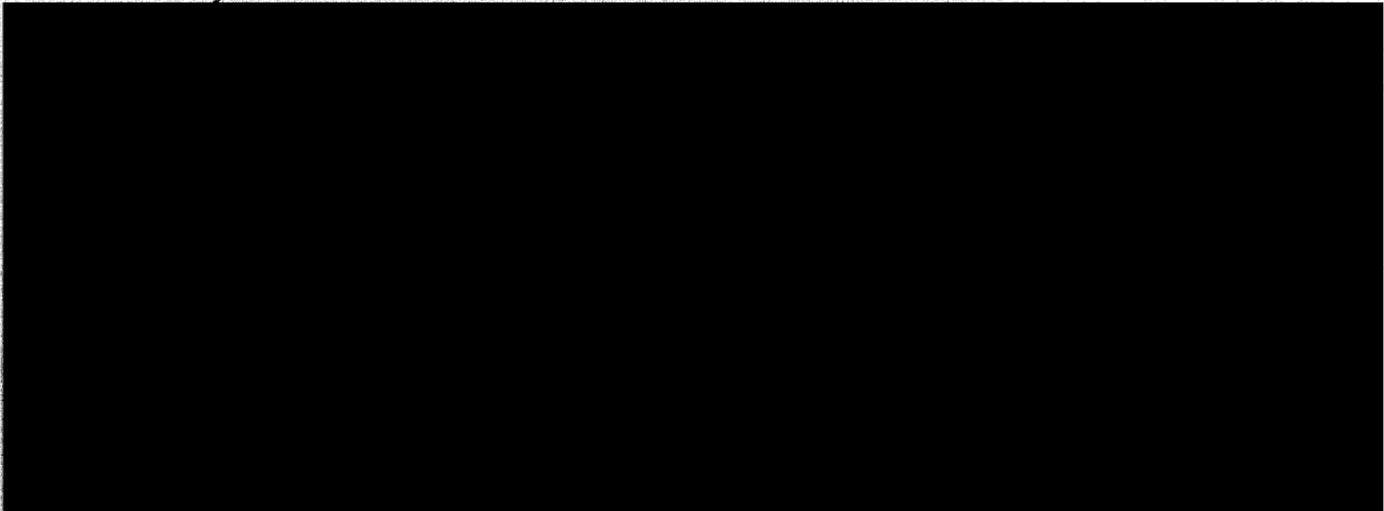
PA



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.



**PART 27 PERMISSION TO ENTER**

Date: 27 May 2020

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

Dear Secretary/Treasurer,

Re: Application to Committee of Adjustment

Location of Land: 136 Rockcliffe Road, Waterdown  
(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 27 day of May, 20 20

BETWEEN:

Appl

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 27 May 2020 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

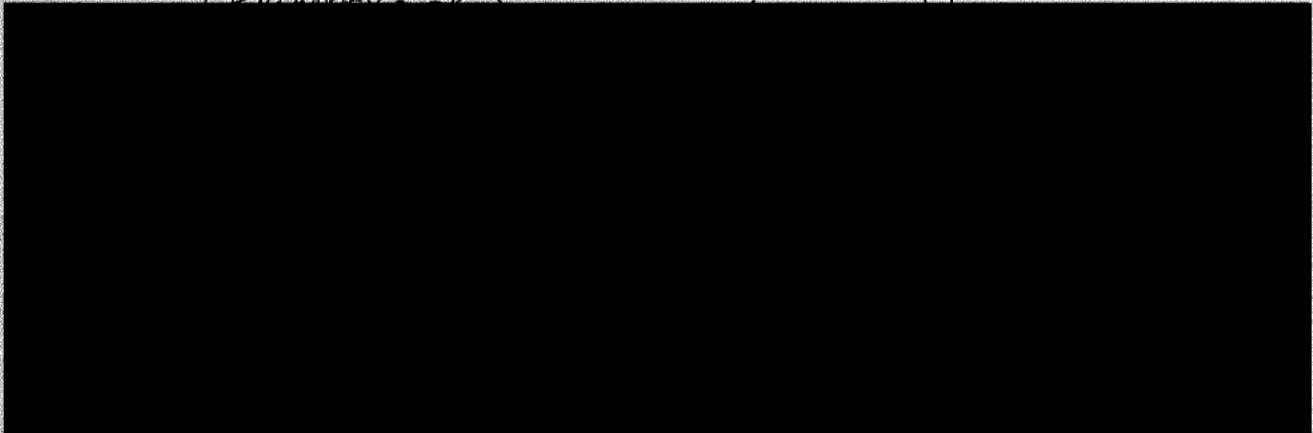
2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & 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.

DATED at Waterdown this 27 day of May, 2020.  
(Flammarion)



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

City of Hamilton

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

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

IN [REDACTED]  
[REDACTED] their proper signing officers in that behalf.

SIGNED, SEALED AND [REDACTED]

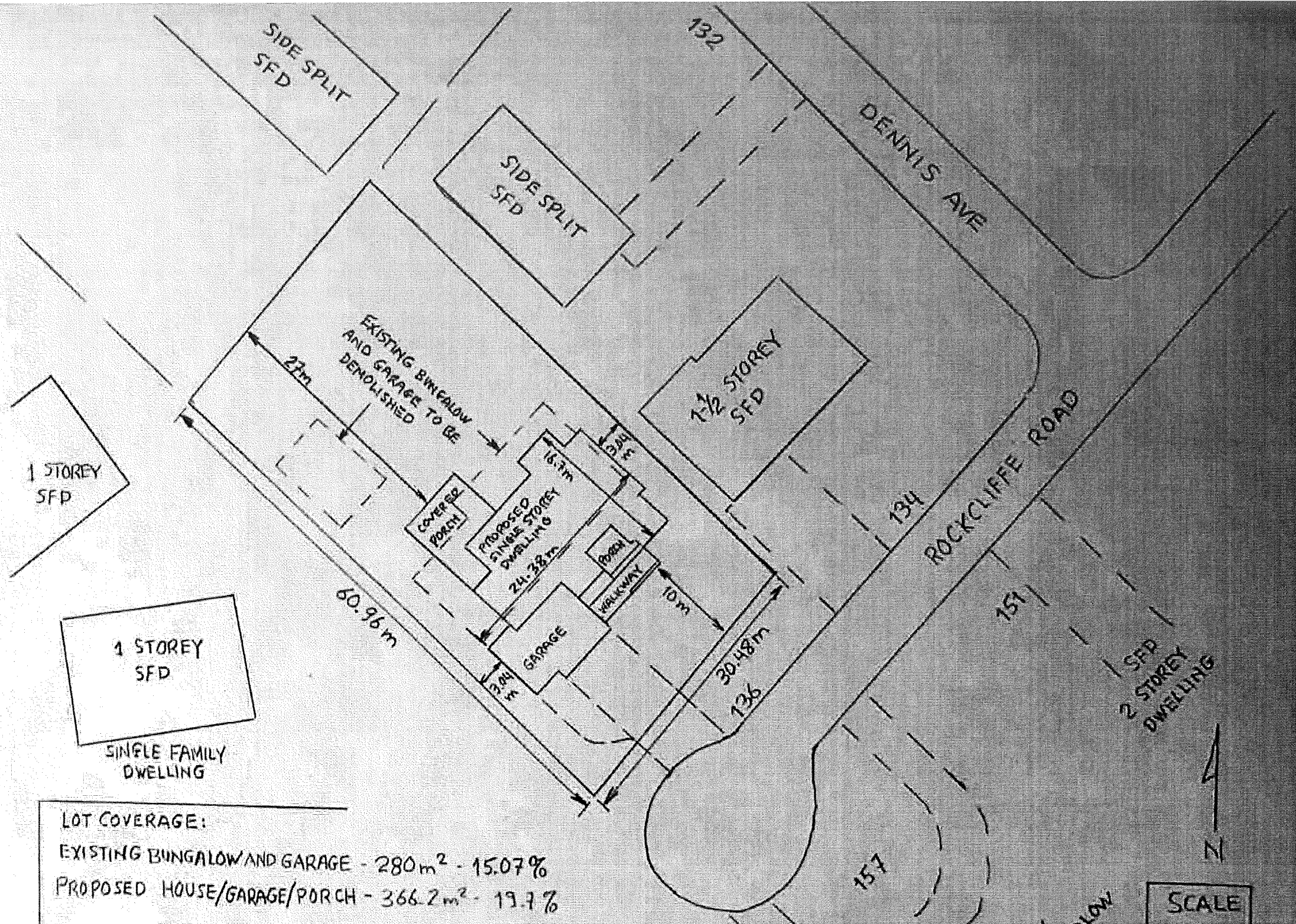
Title:  
I have authority to bind the corporation

CITY OF HAMILTON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Schedule "A"  
Description of Lands



LOT COVERAGE:

EXISTING BUNGALOW AND GARAGE -  $280\text{m}^2$  - 15.07%

PROPOSED HOUSE/GARAGE/PORCH -  $366.2\text{m}^2$  - 19.7%