COMMITTEE OF ADJUSTMENT



City Hall, 5th 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

NOTICE OF PUBLIC HEARING Minor Variance

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.:

DN/A-20:147

APPLICANTS:

Danielle DesJardins on behalf of the owner Grant Linney

SUBJECT PROPERTY:

Municipal address 155 Park St. W., Dundas

ZONING BY-LAW:

Zoning By-law 3581-86, as Amended

ZONING:

"R2" (Single Detached Residential) district

PROPOSAL:

To permit the construction of a rear addition over the existing one storey portion of the existing single detached dwelling, notwithstanding

that;

- 1. A minimum westerly side yard of 4.1m shall be permitted instead of the minimum 5.0m side yard required on one side of an interior lot upon which there is not garage or carport.
- 2. A minimum setback of 0.3m shall be permitted for the rear shed instead of the minimum 2.0m setback required from a side lot line.

Note: No elevation plans were provided to confirm compliance.

The easterly side yard shows a bump-out encroaching into the required 1.2m side yard. Details of the nature of the bump-out were not provided from which to determine compliance; as such, further variances may be required.

The zoning By-law permits an eave/gutter to projection into a side yard not more than one-half of its width or 1.0m whichever is the lesser. No details were provided from which to determine compliance; as such, further variances may be required.

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

DATE:

Thursday, August 27th, 2020

TIME:

1:20 p.m.

PLACE:

Via video link or call in (see attached sheet for

details)

To be streamed at www.hamilton.ca/committeeofadjustment

for viewing purposes only

PUBLIC INPUT

Written: If you would like to submit written comments to the Committee of Adjustment you

DN/A-20:147 Page 2

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:

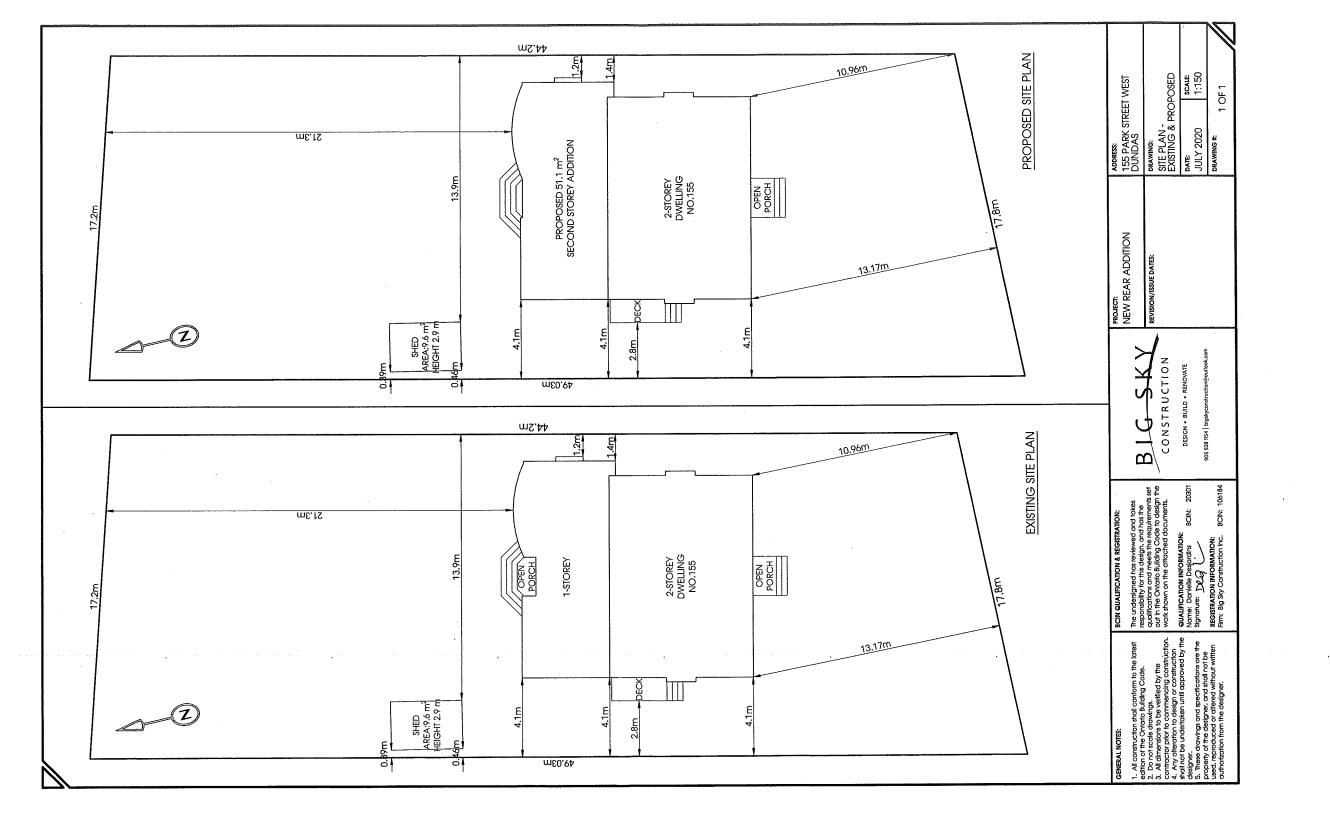
- Visit www.hamilton.ca/committeeofadjustment
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at cofa@hamilton.ca

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.





Committee of Adjustment

City Half 5th floor 71 Ivlain Street West Hamilton, Ontario L8P 4Y5

Planning and Economic Development Department Planning Division

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.

20.174803

FOF	ROFFICE USE ONLY.
APF	PLICATION NO. DN/A : 20:147 DATE APPLICATION RECEIVED JULY 20/20
PAII	D DATE APPLICATION DEEMED COMPLETE
	RETARY'S
100	NATURE
L	
	CITY OF HAMILTON COMMITTEE OF ADJUSTMENT HAMILTON, ONTARIO
	The Planning Act
	Application for Minor Variance or for Permission
unde	undersigned hereby applies to the Committee of Adjustment for the City of Hamilton r Section 45 of the <i>Planning Act</i> , R.S.O. 1990, Chapter P.13 for relief, as described in application, from the Zoning By-law.
1.	Na Na
	FA
2.	Ad
_	- Transaction of the Control of the
3.	Na .
4.	FA Ad
1.0	
Note:	omess 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

3.	Nature and extent of relief applied for:
	TO CONSTRUCT A 550 \$ (51.1m2) 1-STOREY
	ADDITION ABOVE THE EXISTING I-STOREY
	ADDITION AT THE REAR OF THE HOME.
	· TO PERMIT LOCATION OF EXISTING 9.6 m2/2.9 m HIGH
	ACCESSORY SHED IN REAR YARD
7.	Why it is not possible to comply with the provisions of the By-law? ACCESSORY SHED
ø	THE PREVIOUS HOUSE OWNERS WERE APPROVED ACCESSORY SHED
	TO BUILD THE EXISTING 1-STOREY ADDITION ON IS EXISTING. THE BASIS OF HAVING A REAR YARD PARKING AREA (3m SIDE \$16)
	WAS REMOVED THUS MAKING THE ADDITION NON-COMPLIANT. (5m SIDE 5/6)
8.	I busi ubscubilou di stilieri isidis iledistata diati indipot andiotici andiotici.
·-	legal description and where applicable, street and street number):
	RP 1446 PT LOTS 11 + 12
	156 Park St. W.
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 _V Unknown
9.5	Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacept 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

Minor Variance Application Form (January 1, 2020)

Page 2

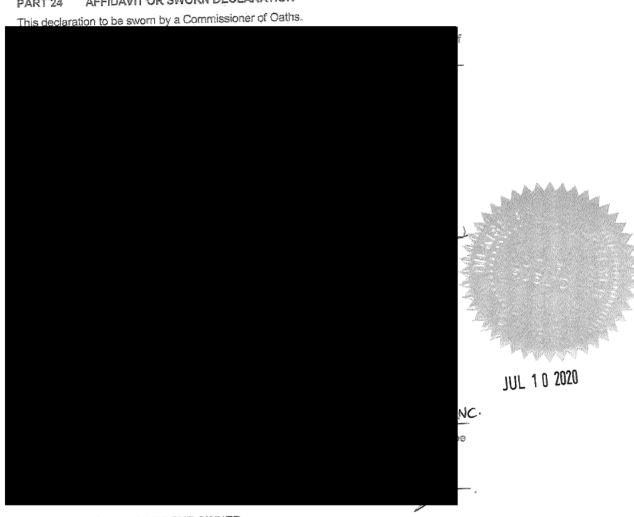
9.9	If there are existing or previously existing buildings, are there any building material remaining on site which are potentially hazardous to public health (eg. asbestos, PCB's)?	ls
	Yeš No Unknown	
9.10	Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites? Yes No Unknown	
9.11		
		•
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 / N/I	Š
l ack reme	KNOWLEDGEMENT CLAUSE Anowledge that the City of Hamilton is not responsible for the identification and ediation of contamination on the property which is the subject of this Application — by on of its approval to this Application.	
Date	Dimensions of lands affected:	
10.	Frontage 17.8 ~	
	Depth 44.2 (MINIMUM)	
	Area	•
	Width of street 9 m 1/2	
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/PROPOSED
	Existing: GROUND FLOOR AREA: 133.32 m2	EXISTING PROPOSED) ACCESSORY STEUCTURE;
,	(HOUSE) GROSS FLOOR AREA: 208.57m2	GROUND F.A. 9.6 m2 GROSS F.A. 9.6 m2
	NUMBER OF STORETS: 2 HEIGHT: 8.20 WIDTH: MAX 11.58 LENGTH: MAX. 12.60	# STOCEYS: 1 HEIGHT: 2.9.
	2	WILL TH: 2.54m
	Proposed: SAME AS ABOVE, EXCEPT TOR PROPOSED	LENGTH: 3.76m
	CHOUSE GROSS FLOOR AREA TO BE 259.67m2	
12.	Location of all buildings and structures on or proposed for the subject lands; (Specify distance from side, rear and front lot lines) Existing: SIDE SETBACKS: WEST 4.1m EAST 1.2 m	EXISTING PROPOSED ACCESSORY STRUCTURE:
((HOUSE): FRONT SETBACK: 10.96 m REAR SETBACK: 21.380m	SIDE SETBACKS: WEST: 0.39m
200000000000000000000000000000000000000		EAST: 13,95 m FRONT SETBACK: 28.8%
Minor	Variance Application Form (January 1, 2020) Page 3	PEAR SETBACK: 15.5 m

Date of acqui	isition of subject lands	31		
Date of const House	truction of all building	s and structur	es on subject la	nds: DRE UNKN
Existing uses	of the subject proper	rty:		
SINGU	E FAMILY BES	SIDENTIA	<i>J</i>	
	s of abutting propertie			
	E FAMILY RES			
Length of tim	ne the existing uses of AST SINCE	f the subject p	roperty have co	ntinuea:
Munîcipal se	rvices available: (che	eck the appro	oriate space or s	paces)
Water	wer		Connected	"Superior"
Sanitary Sev	ver		Connected	
Storm Sewe				
	cial Plan/Secondary P			
Present Res	stricted Area By-law (Z			
Has the owr	ner previously applied	for relief in re	spect of the sub	ject property?
	Yes		. (No)
f	r îs yes, describe brie			
Is the subject	ct property the subjec	t of a current	application for co	onsent under Se
00 00000	Yes			(NO)
dimensions	nt shall attach to each of the subject lands a see of all buildings and ired by the Committee of Surveyor.	and of all abut structures on	fing lands and si the subject and	nowing the local abutting lands,

referred to in Section 5 and be accompanied by the approper or by cheque made payable to the City of Hamilton.	oriate fee in ca
The only of Hammon.	
ariance Application Form (January 1, 2020)	

OVERMEYER LAW
Bilkish Banu Overmeyer
Barrister, Solicitor
and Notary Public
Hunter Street E. Hamilton
905 777 8041

PART 24 AFFIDAVIT OR SWORN DECLARATION



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

y agree and acknowledge

that the information contained in this application and any dodumentation, 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.

JULY 6, 2020

Date

S

PART 27 PERMISSION TO ENTER Date: JULY 6, 2020

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

Dear Secretary/Treasurer;

Re:

Application to Committee of Adjustment

Location of Land: 155 PARK STREET WEST, DUNDAS

(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 ation.



Please print 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, 1st floor, 71 Main Street West, City Hall. Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.

CITY OF HAMILTON COST ACKNOWLEDGEMENT AGREEMENT

This Agreem	ent made this	10th	day of	JULY	20 20
BETWEEN:	DANIELLE	DEST	TARD N	⁰ S	
	Applicant's name(s) hereinaft	er referred	I to as the "Dev	eloper"
			-an	d-	

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.

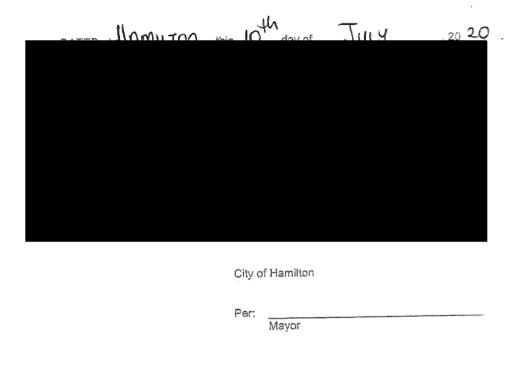
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by the City to the Developer, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. In this Agreement:
 - (a) "application" and the application(s) for a (circle applicable) official plan amendment/subdivision approval of minor ariance based July 10/20 with respect to the lands described in Schedule
 - (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.
- 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.
- 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.
- The City shall provide the Developer with an accounting of all staff costs and City disbursements included in the expenses claimed by the City.
- 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.
- 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.
- 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.



Perc

Clerk

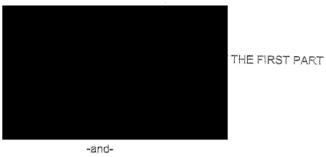
Schedule "A" Description of Lands

(SEE ATTACHED SITE PLAN)

SCHEDULE "E" FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the 10th day of July 20 20

BETWEEN



OF THE SECOND PART

CITY OF HAMILTON (hereinafter called the "Municipality")

OF THE THIRD PART

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.

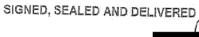
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows.

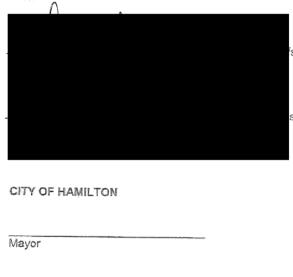
- The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement in place of the Owner.
- 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.
- All of the terms, covenants, provisos and stipulations in the said Cost Acknowledgement Agreement are hereby confirmed in full force save and except

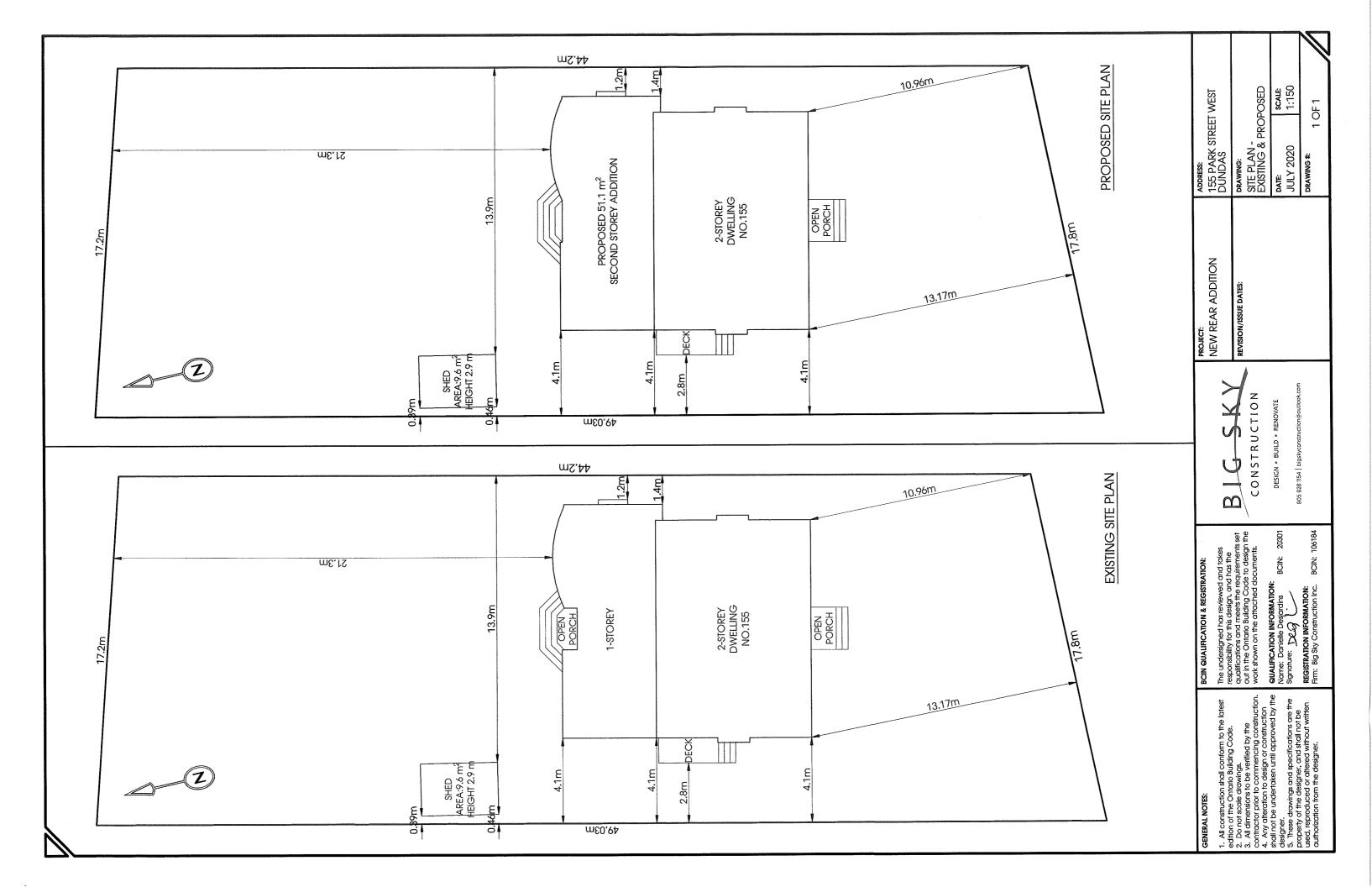
for such modifications as are necessary to make said clauses applicable to the Assignee.

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

Clerk







LIMITED SURVEYORS A.T. MCLAREN ENGINEERS AND

PLAN IS PREPARED FOR MORTGAGE PURPOSES, CORRECTING TITLE AND DEED ONLY, REGISTRATION SUBJECT

OF

THE PURPOSES

UPON

BASED FOR

CAUTION

PREPARED

NON

C. MCLA! JUNE 28, 1979.

DNT. 527.003 66 KING HAMILTON 527.8559

015