



Hamilton

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.: HM/A-20:137
APPLICANTS: Owners Doug & Julia Veenstra
SUBJECT PROPERTY: Municipal address 363 Beach Blvd., Hamilton
ZONING BY-LAW: Zoning By-law 6593, as Amended by By-law 99-169
ZONING: "C/S-1435" (Urban Protected Residential) district
PROPOSAL: To permit the replacement of the existing accessory building (shed) located in the rear yard with a new accessory building (shed) in order to establish a home occupation for the existing single-family dwelling, notwithstanding that;

- The proposed home occupation shall be permitted to be carried on within the accessory building (shed) instead of the requirement that a home occupation shall be carried on entirely within a dwelling unit.
2. A minimum side yard setback of 0.0m shall be permitted instead of the minimum 1.7m side yard setback required.

Notes:

The applicant shall ensure compliance with all other requirements of Section 2 "Home Occupation" of the Hamilton Zoning By-law 6593, for the proposed home occupation; otherwise, further variances shall be required.

The applicant shall ensure that the accessory building shall not exceed the maximum of 35.0% coverage of the rear yard; otherwise, further variances shall be required.

Please note that no part of the eave/gutter shall encroach onto the adjacent private property. Otherwise, an Encroachment Agreement and a Maintenance Easement shall be required which shall be entered into and registered on title for both the lot upon which the eave is encroaching onto and the subject lot.

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

DATE: Thursday, August 27th, 2020
TIME: 1:40 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 may do so via email or hardcopy. Please see attached page for complete instructions, including deadlines for submitting to be seen by the Committee.

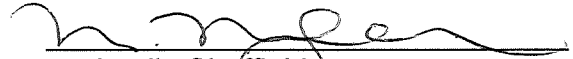
Orally: If you would like to speak to this item at the hearing you may do so via video link or by calling in. Please see attached page for complete instructions, including deadlines for registering to participate.

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

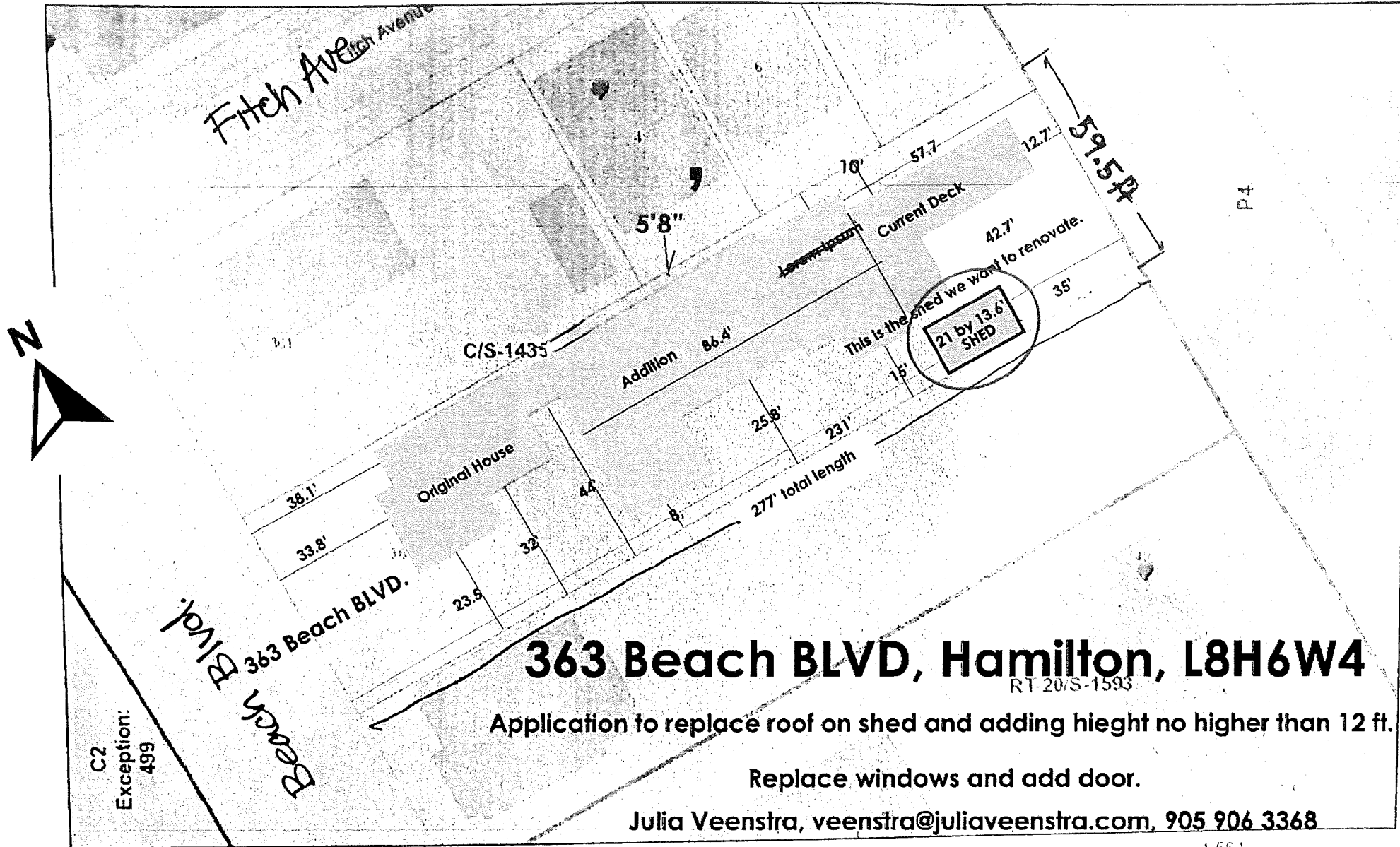
DATED: August 11th, 2020.



Jamila Sheffield,
Secretary-Treasurer
Committee of Adjustment

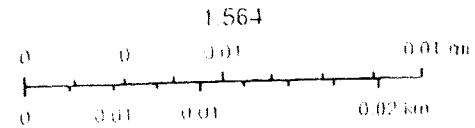
Information respecting this application is being collected under the authority of the Planning Act, R.S.O., 1990, c. P. 13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address, and contact information of persons submitting comments and/or opinions,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

Interactive Zoning

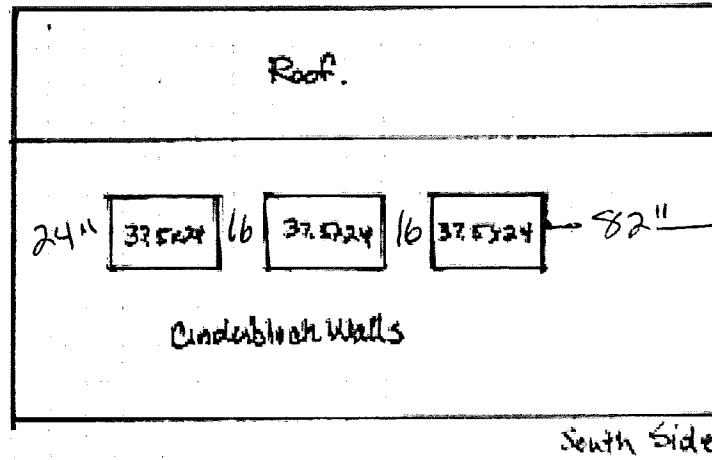
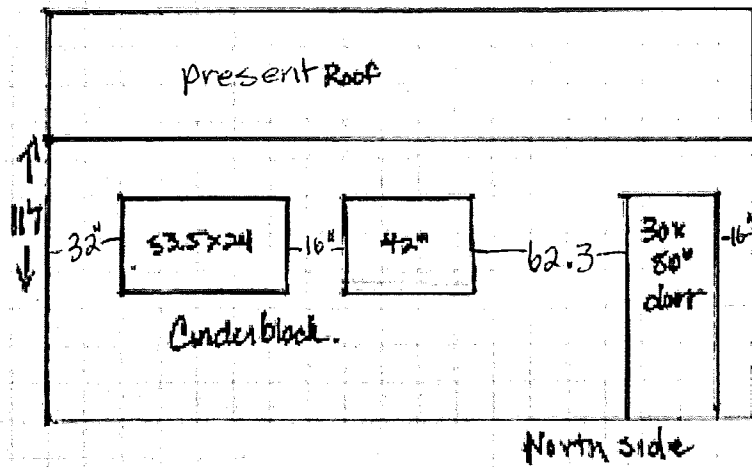
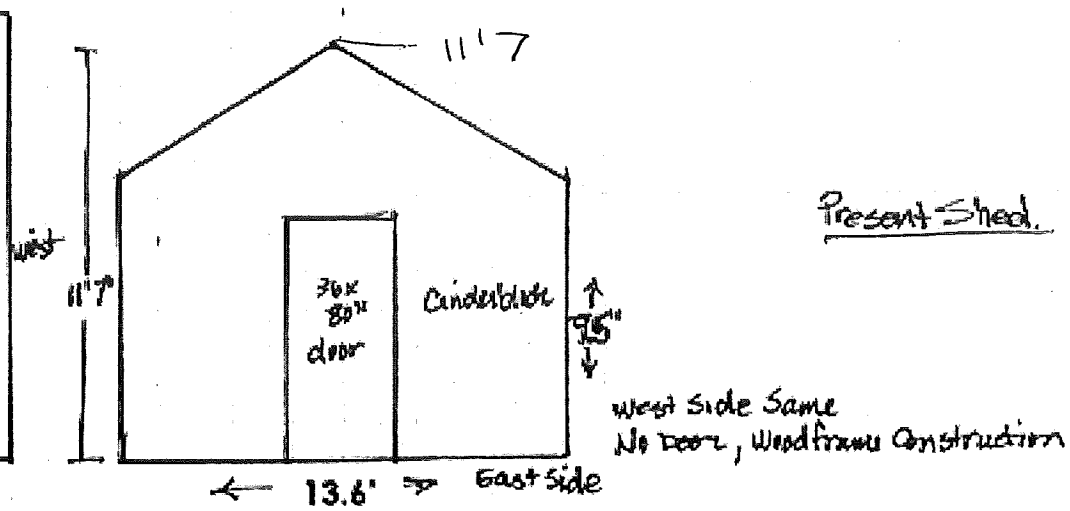
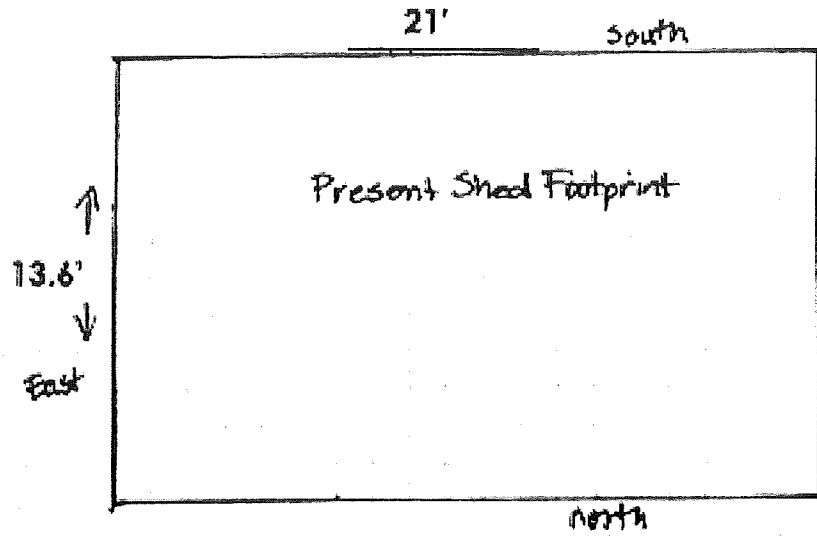


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- Committee of Adjustment
- City Boundary
- Zoning Boundaries
- Ward Boundary
- Urban Boundary
- Council Approved Zoning Boundaries
- Community Boundary
- Property Parcels

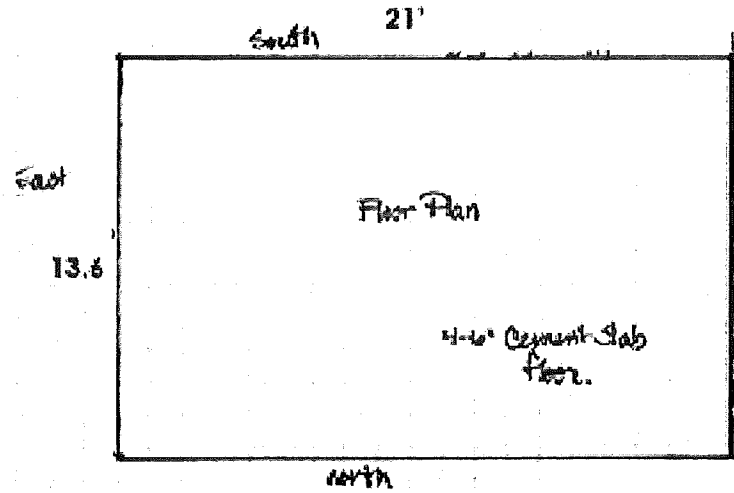


City of Hamilton City of Hamilton, Ontario
 City of Hamilton Planning and Development Department

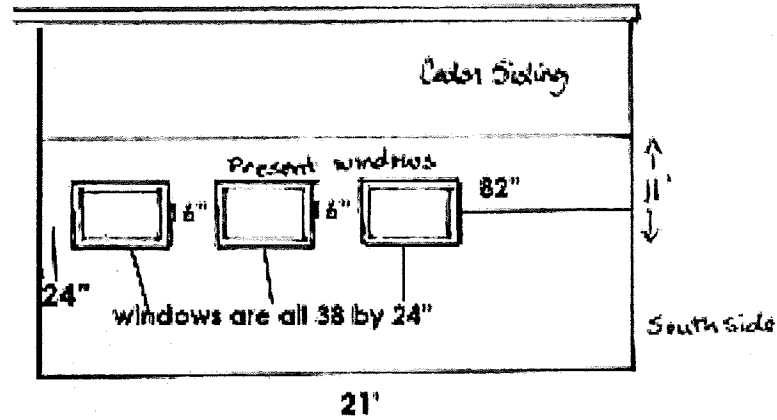
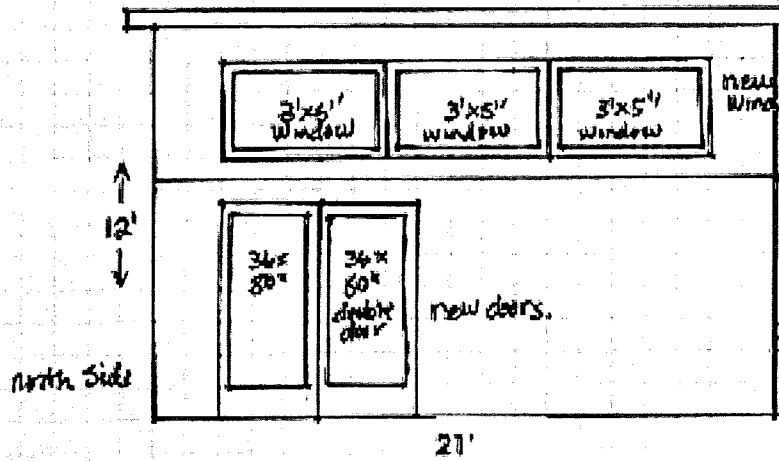
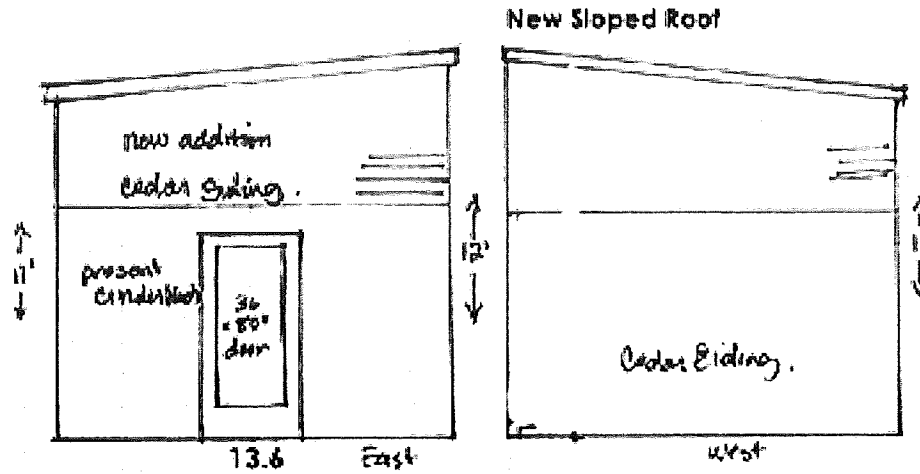


Julia Veenstra
 veenstra@JuliaVeenstra.com
 905 906 3348

EXISTING SHED 363 BEACH Blvd L8H 6W4
 Hamilton, ON



Proposed Shed



Julia Veenstra
 Veenstra @ Julia Veenstra . com
 905 906 3268

363 Beach Blvd. Hamilton ON L8H6W4



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

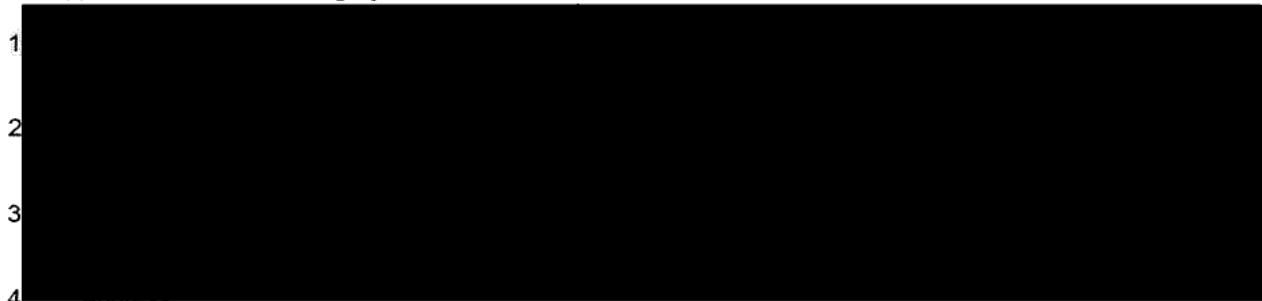
FOR OFFICE USE ONLY.	
APPLICATION NO. <u>Hm/17-20:137</u>	DATE APPLICATION RECEIVED <u>June 30/20</u>
PAID _____	DATE APPLICATION DEEMED COMPLETE _____
SECRETARY'S SIGNATURE _____	

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.



4. Address _____
Postal Code _____

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



Postal Code _____

6. Nature and extent of relief applied for:

I am requesting a variance to use the shed as an art studio whereas the definition of a home occupancy is in the dwelling, I cannot fit my easels in my basement.

I am also requesting a variance for the set back of the shed on the property line. The additional height of 12' on the north side + 11' on the south will be the reason for the variance.

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

363 Beach Blvd Hamilton ON L8H 6W4

9. PREVIOUS USE OF PROPERTY

Residential Industrial Commercial

Agricultural Vacant

Other _____

9.1 If Industrial or Commercial, specify use
No previous Commercial or Industrial

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?

Knowledge gained when we purchased the house.

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.

June 23, 2020.
Date



10. Dimensions of lands affected:

Frontage 59.5 ft wide Dimensions are
Depth 286 ft long/deep in relation to the
Area 17,017 sq ft Shed location.
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: Shed. 13.6 x 21 feet. 11'7" to the peak of the roof. ~~301.56~~ square feet
285.6 shed has 5 windows and 2 doors.

Proposed: Footprint 21 x 13.6 ~~12' x 12'~~ 12' on North side
L W H. 11' on South side
Square feet 285.6

I would like to put in a double door + one of existing a total of 6 windows

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

Existing: Shed is on lot line 35 ft. from back of property (Back of shed)
231 ft from the street. (Front of shed)

Proposed: Same as Existing No footprint addition
Just The north side of the shed has a 12' wall and the
South has 11' wall resulting in a sloped roof.

13. Date of acquisition of subject lands:

2018

14. Date of construction of all buildings and structures on subject lands: Single home

1905 original residential dwelling + 2003 additional Residential
addition added on.

15. Existing uses of the subject property:

Residential - single detached home.

16. Existing uses of abutting properties: all residential

17. Length of time the existing uses of the subject property have continued:

Since they were built

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:

Neighbourhoods

20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:

C/S-1435 (Urban protected Residential) District

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

PART 24 AFFIDAVIT OR SWORN DECLARATION

This declaration to be sworn by a Commissioner of Oaths.

I, Douglas + Julia Veenstra of the City of Hamilton in the _____ of _____

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 _____ of _____ in the _____ of _____ this 26th day of June A.D. 2020

Julia Veenstra
Applicant

A Commissioner, etc. D. VandenWoud

PART 25 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) _____ am the 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:

N/A.

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 _____ SIGNED _____

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.

WE I, Douglas + Julia Veenstra, 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.

June 26 2020

Date



PART 27 PERMISSION TO ENTER

Date: June 26 2020

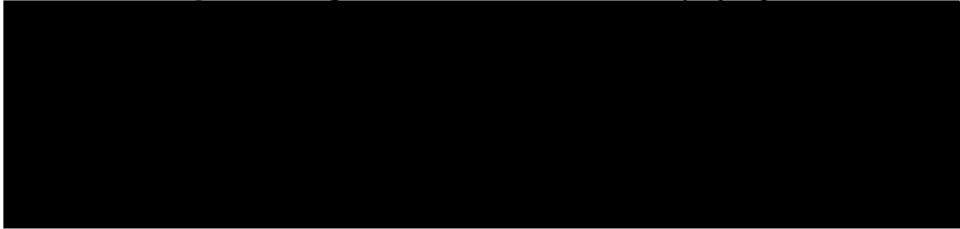
Secretary/Treasurer
Committee of Adjustment
City of Hamilton,
City Hall

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 363 Beach Blvd. Hamilton, ON. L8H 6W4
(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



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 Agreement made this 26 day of June, 2020.

BETWEEN



-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 26 day of June 20 2020

BETWE



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 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

[REDACTED]

is:

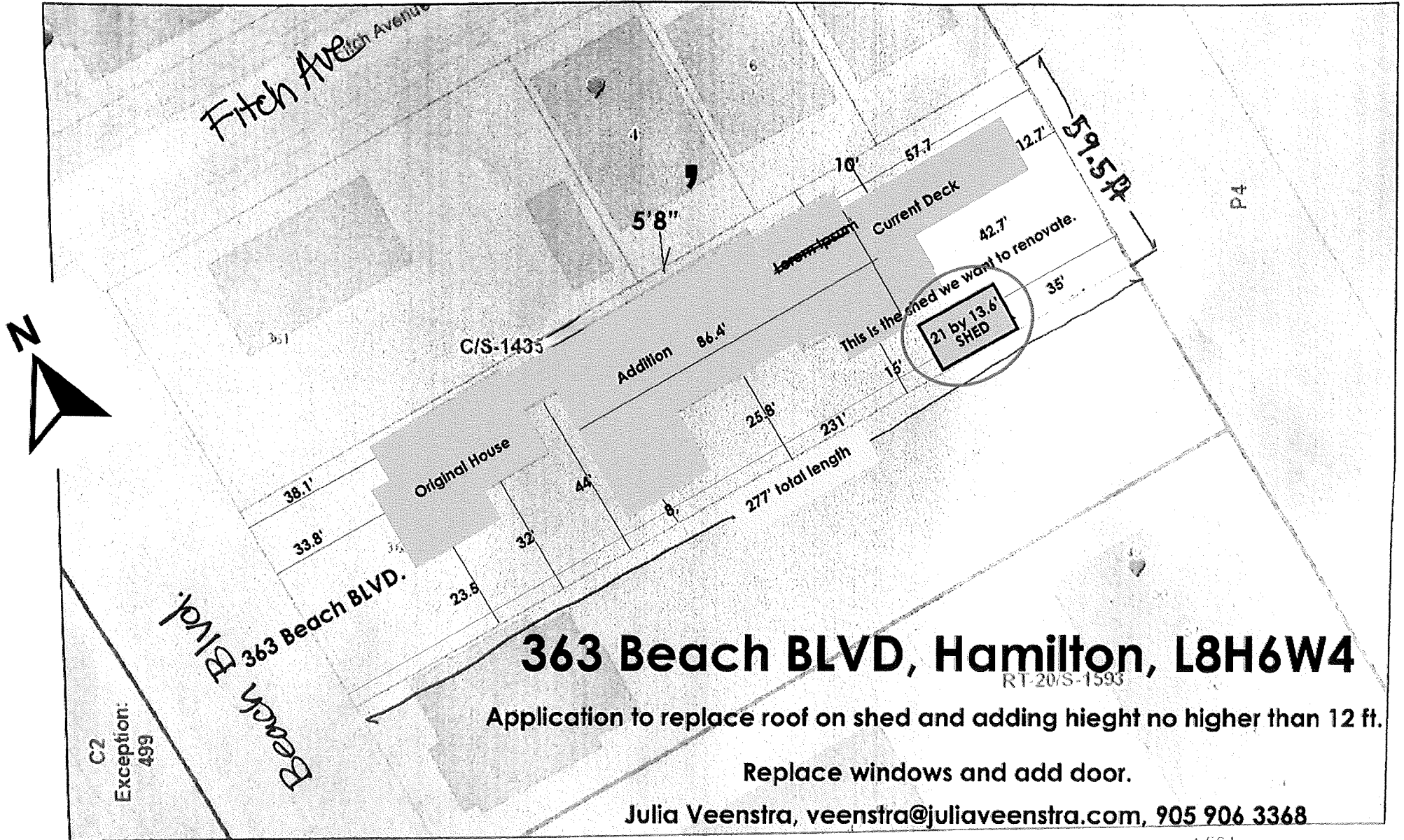
Authority to bind the corporation

HAMILTON

Mayor

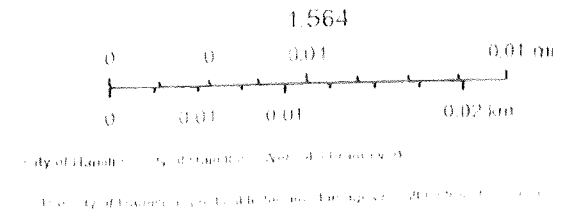
Clerk

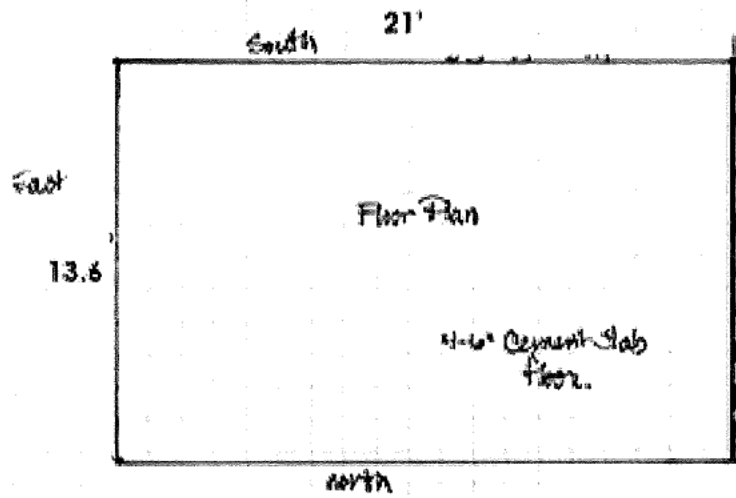
Interactive Zoning



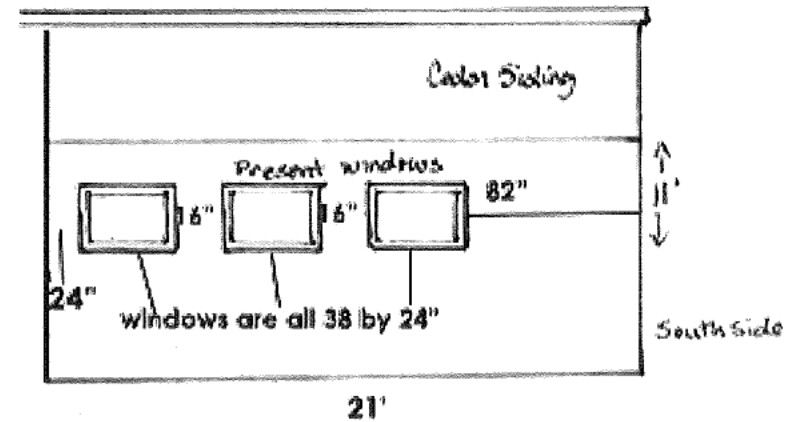
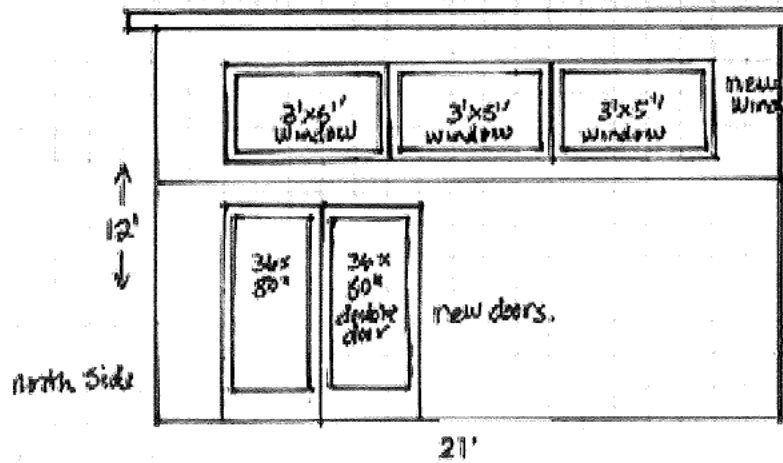
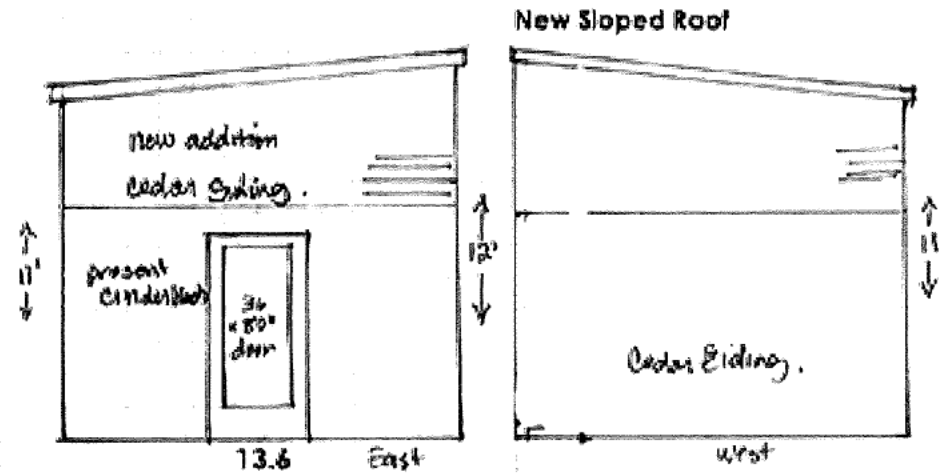
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- Committee of Adjustment
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- Property Parcels
- Zoning Boundaries
- Council Approved - Zoning Boundaries

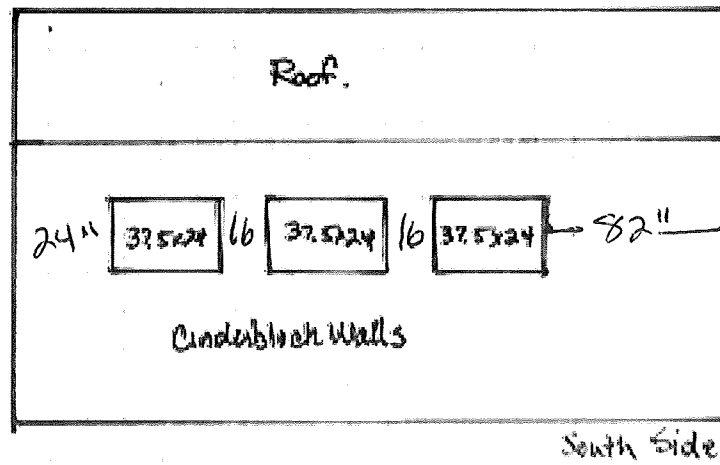
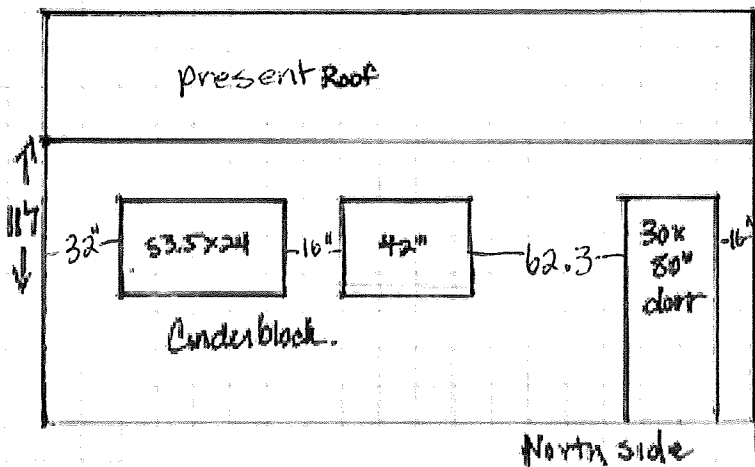
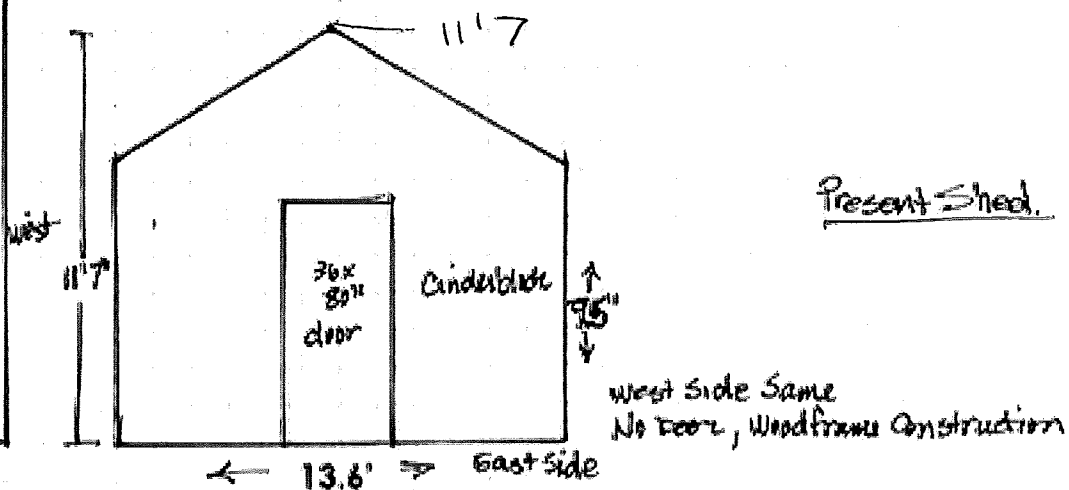
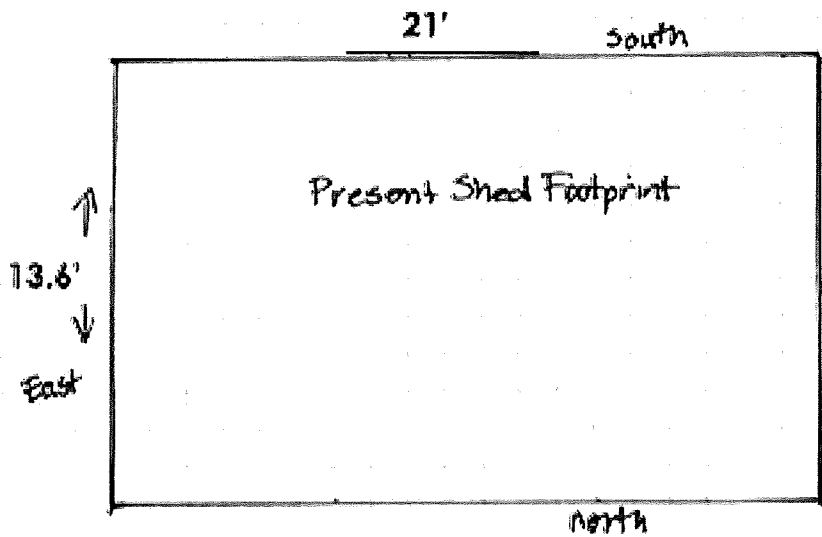




Proposed Shed

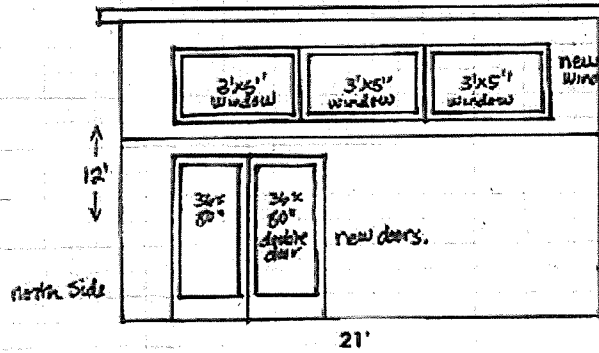
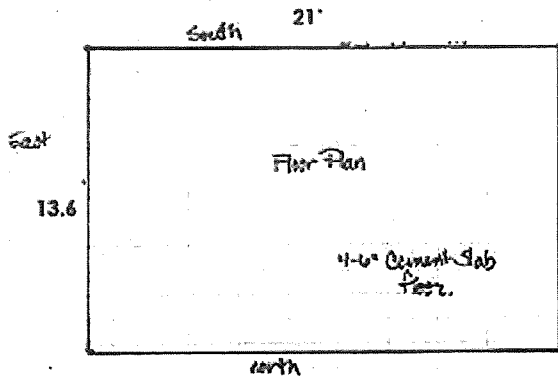


363 Beach Blvd. Hamilton ON L8H0W4

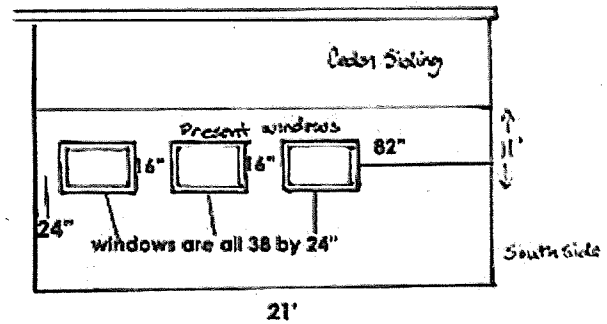
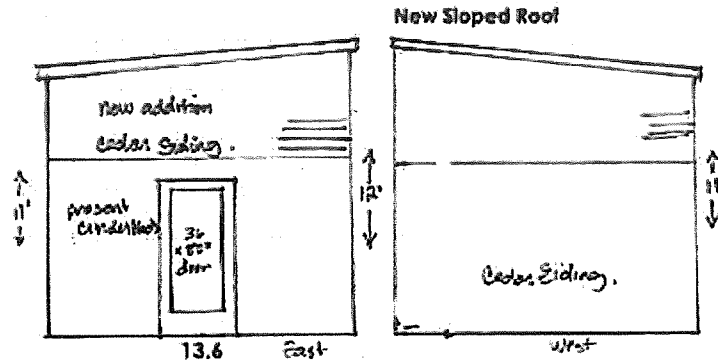


Julia Veenstra
 veenstra@JuliaVeenstra.com
 905 906 3368

EXISTING SHED 363 BEACH blvd L8H 6W4
 Hamilton, ON



Proposed Shed

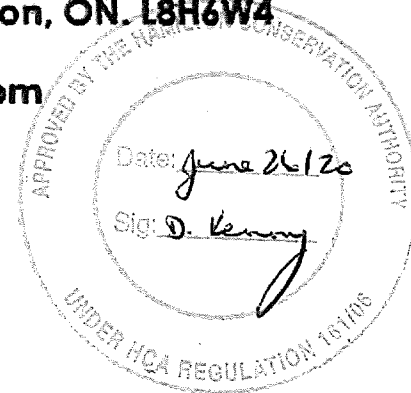


June 22, 2020

Julia Veenstra, 363 Beach BLVD, Hamilton, ON. L8H6W4

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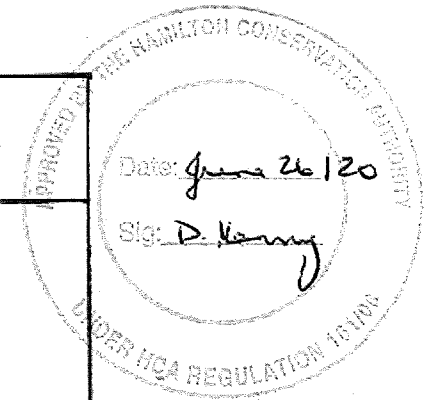
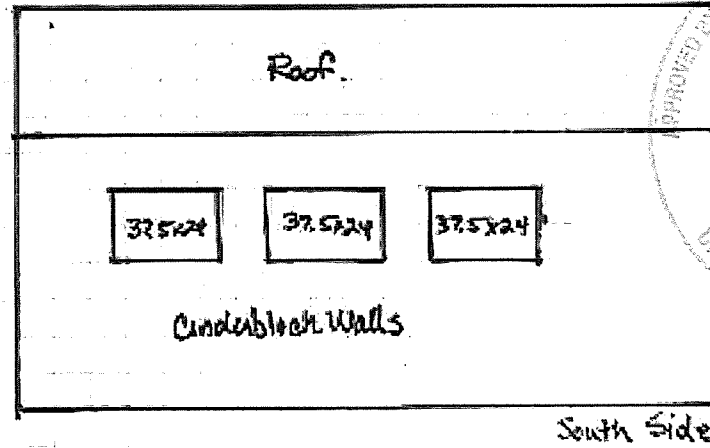
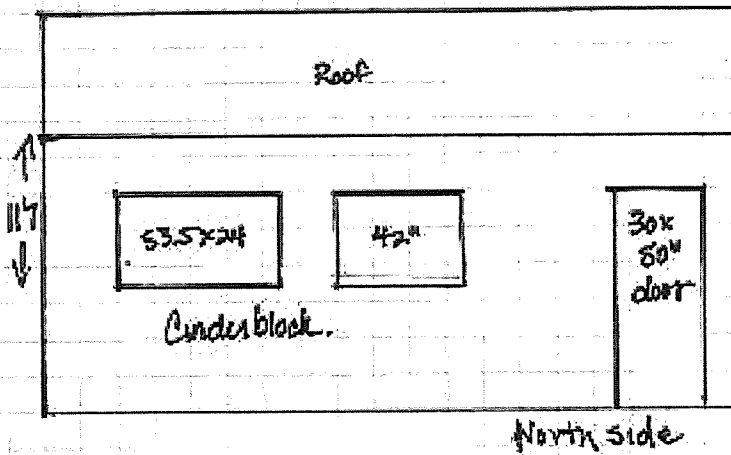
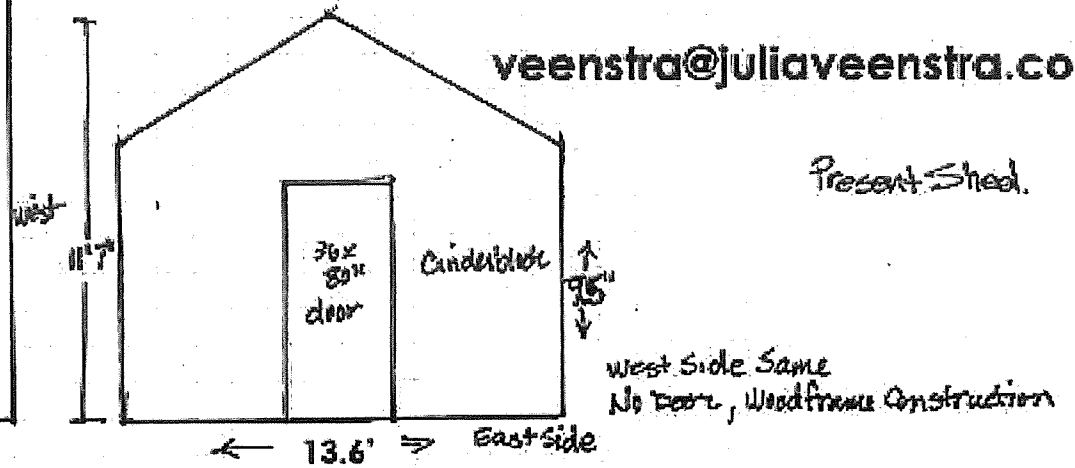
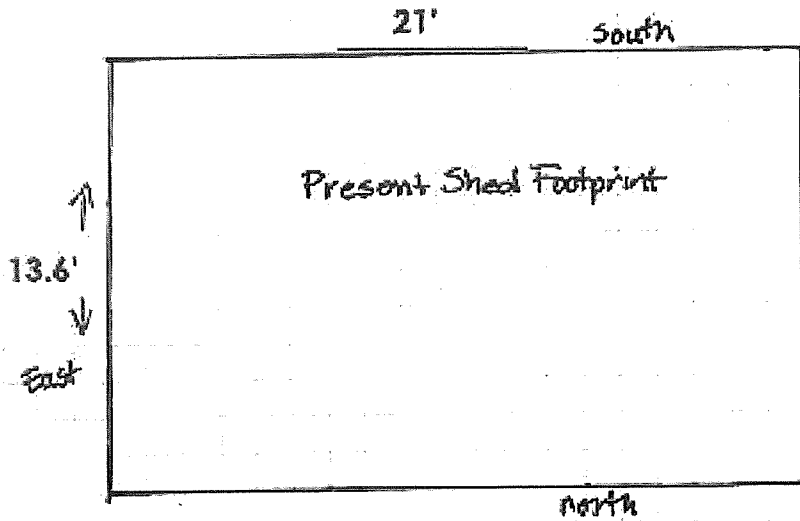


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June 22, 2020

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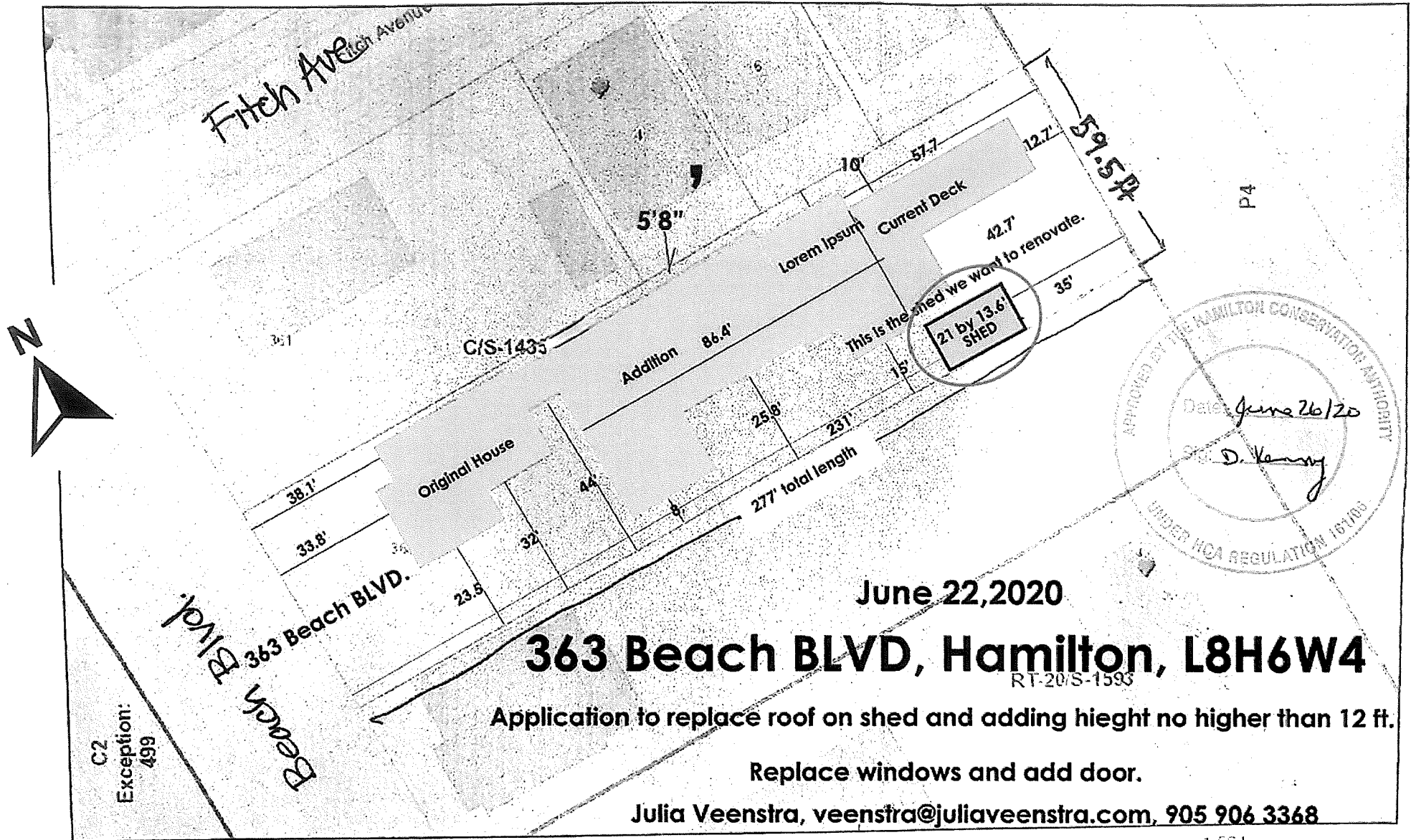


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Interactive Zoning



C2
Exception:
499

6/10/2020, 7:03:38 PM

- Committee of Adjustment
- Ward Boundary
- Community Boundary
- City Boundary
- Urban Boundary
- Property Parcels
- Zoning Boundaries
- Council Approved - Zoning Boundaries

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